City of Lubbock, Texas Special City Council Meeting July 9, 2024

Mark W. McBrayer, Mayor Christy Martinez-Garcia, Mayor Pro Tem, District 1 Gordon Harris, Councilman, District 2 David Glasheen, Councilman, District 3 Brayden Rose, Councilman, District 4 Dr. Jennifer Wilson, Councilwoman, District 5 Tim Collins, Councilman, District 6



W. Jarrett Atkinson, City Manager Matt Wade, 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.

1:00 p.m. - City Council convenes in City Council Chambers 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. 1. City of Lubbock v. Trumble Steel Erectors, Inc. et. al.; Cause No. DC-2024-CV-0165
- 1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
- 1. 2. 1. 19th Street and Avenue X

Adjourn from Executive Session

1:30 p.m. - City Council reconvenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council. No action will be taken by the City Council in Work Session.

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

2. 1. Presentation regarding the West Texas State Veterans Cemetery

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

- 3. Ceremonial Items
- 3.1. Invocation
- 3. 2. Pledges of Allegiance

Call to Order

4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a 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 July 9, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

5. Minutes

- 5. 1. May 21, 2024 Special City Council Meeting Electric Utility Board June 11, 2024 Regular City Council Meeting
- 6. Consent Agenda Items considered to be routine are enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.
- 6. 1. **Budget Ordinance Amendment 2nd Reading Finance:** Consider Budget Ordinance No. 2024-O0090, Amendment 35, amending the FY 2023-24 Budget for municipal purposes respecting the Abandoned Vehicle Fund, Criminal Investigations Fund, and Department of Justice Asset Sharing Fund; providing for filing; and providing for a savings clause.

- Budget Ordinance Amendment 2nd Reading Finance: Consider Budget Ordinance No. 2024-O0091, Amendment 36, amending the FY 2023-24 Budget for municipal purposes respecting the Parks & Recreation Fees; providing for filing; and providing for a savings clause.
- 6. 3. **Budget Ordinance Amendment 2nd Reading Finance:** Consider Budget Ordinance No. 2024-O0092, Amendment 37, amending the FY 2023-24 Budget for municipal purposes respecting the Traffic Capital Improvement Project Fund; providing for filing; and providing for a savings clause.
- 6. 4. Budget Ordinance Amendment 2nd Reading Finance: Consider Budget Ordinance No. 2024-O0093, Amendment 38, amending the FY 2023-24 Budget for municipal purposes respecting the Parks & Recreation Capital Project Fund and American Rescue Plan Act Funding; providing for filing; and providing for a savings clause.
- 6. 5. **Budget Ordinance Amendment 2nd Reading Finance:** Consider Budget Ordinance No. 2024-O0094, Amendment 39, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.
- 6. 5. 1. Resolution Public Health Services: Consider a resolution authorizing the Mayor to execute Amendment No. 4 to the Department of State Health Services (DSHS) Contract HHS000812700012, and all related documents, for SARS-CoV-2, epidemiology, surveillance, and enhanced laboratory activities, by and between the City of Lubbock, and the State of Texas, acting by and through DSHS.
- 6. 6. **Budget Ordinance Amendment 1st Reading Finance:** Consider Budget Ordinance Amendment 40, amending the FY 2023-24 Budget for municipal purposes respecting the Civil Service Positions; providing for filing; and providing for a savings clause.
- 6. 7. **Budget Ordinance Amendment 1st Reading Finance:** Consider Budget Ordinance Amendment 41, amending the FY 2023-24 Budget for municipal purposes respecting the Airport Capital Project Fund and Airport Operating Fund; providing for filing; and providing for a savings clause.
- 6.8. **Budget Ordinance Amendment 1st Reading Finance:** Consider Budget Ordinance Amendment 42, amending the FY 2023-24 Budget for municipal purposes respecting the Operating Budget for Market Lubbock Inc.-Visit Lubbock and Sports Authority; providing for filing; and providing for a savings clause.
- 6.9. **Resolution Finance:** Consider a resolution to suspend for forty-five (45) days, the effective date proposed by West Texas Gas Utility, LLC, to increase rates under the Gas Reliability Infrastructure Program.

- 6. 10. **Resolution Risk Management:** Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims, in *City of Lubbock v. Trumble Steel Erectors, Inc. et. al.; Cause No. DC-2024-CV-0165.*
- 6. 11. Resolution Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Professional Services Agreement Contract 17790, with Enprotec / Hibbs & Todd, Inc., for the Northeast Sanitary Sewer Interceptor Intermediate Lift Station Project.
- 6. 12. **Resolution Public Works Traffic Management:** Consider a resolution authorizing the Mayor to execute Contract 17627, with Kimley Horn and Associates, to develop a safety action plan as part of the Safe Streets for All Program.
- 6. 13. **Resolution Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 18045, with Lydick-Hooks, for the complete roof replacement of Pump Station No. 14 located at 7308 Milwaukee Avenue.
- 6. 14. **Resolution Aviation:** Consider a resolution authorizing the Mayor to execute Contract 18165, with W.R. Construction, Inc., and in doing so, ratifying all acts undertaken for Emergency Repairs to the Consolidated Rental Car Facility at Lubbock Preston Smith International Airport.
- 6. 15. **Resolution Business Development:** Consider a resolution authorizing the Mayor to execute Contract 17942, with SRH Landscapes, LLC, for annual right-of-way maintenance for the North Overton Public Improvement District.
- 6. 16. Resolution Business Development: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17764, with West Texas Services, Inc. dba Tom's Tree Place, for services related to right-of-way improvements in the North Overton Tax Increment Financing District boundary at 9th Street and 10th Street.
- 6. 17. **Resolution Municipal Court:** Consider a resolution authorizing the Mayor to execute Amendment No.1 to Contract 14522, with OpenEdge Payments, LLC, a division of Global Payments, for the payment gateway to process credit card transactions.
- 6. 18. **Resolution Fleet Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 15862, with Lubbock Wrecker Services, Inc., for wrecker and towing services for the Lubbock Police Department.
- 6. 19. **Resolution Telecommunications:** Consider a resolution authorizing the Mayor to execute Contract 18156, with World Wide Technology, LLC, for professional implementation services related to the upgrade of the City-wide telephone system.

- 6. 20. **Resolution Police:** Consider a resolution designating the City Manager as the authorized official, to apply for and execute an agreement with the State of Texas Office of the Governor's Rifle-Resistant Body Armor Grant Program FY2025, to fund the purchase of rifle resistant body armor for the Police Department.
- 6. 21. **Resolution Police:** Consider a resolution designating the City Manager as the authorized official to apply for and execute an agreement with the State of Texas Office of the Governor's Bullet-Resistant Shield Grant Program FY2025, to fund the purchase of ballistic shields for the Police Department.
- 6. 22. Resolution Police: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, and all related documents, by and between the City of Lubbock Police Department, the Texas Anti-Gang Center-Lubbock, and the South Plains Auto Theft Task Force, to ensure sharing of Axon camera and image functionality, to enhance cooperative investigative efforts in criminal investigations.
- 6. 23. Ordinance 2nd Reading Planning (District 1): Consider Ordinance No. 2024-O0079, for Zone Case 3224-A, a request of Lone Star Suds, LLC for Centric Capital Partners, Inc., for a zone change from Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) to Auto-Urban Commercial District (AC), at 2401 19th Street, located south of 19th Street and west of Avenue X, Ellwood Place Addition, Block 1, the east 140 feet of Lot 1.
- 6. 24. Ordinance 2nd Reading Planning (District 4): Consider Ordinance No. 2024-00095, for Zone Case 3310-B, a request of Seventeen Services, LLC for SPGO, LLC, for a zone change from Office District (OF) to Neighborhood Commercial District (NC), generally located north of 142nd Street and west of Quaker Avenue, on 1.00 acre of unplatted land out of Block AK, Section 5.
- 6. 25. Ordinance 2nd Reading Planning (District 4): Consider Ordinance No. 2024-O0096, for Zone Case 3310-C, a request of AMD Engineering, LLC for Quaker/146 Investment Holdings, LP, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), generally located north of 146th Street and west of Quaker Avenue, on 9.23 acres of unplatted land out of Block AK, Section 5.
- 6. 26. Ordinance 2nd Reading Planning (District 4): Consider Ordinance No. 2024-O0097, for Zone Case 3310-D, a request of AMD Engineering, LLC, for Quaker/146 Investment Holdings, LP, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), generally located north of 146th Street and west of Quaker Avenue, on 8.67 acres of unplatted land out of Block AK, Section 5.
- 6. 27. Ordinance 2nd Reading Planning (District 5): Consider Ordinance No. 2024-O0098, for Zone Case 3303-C, a request of Seventeen Services, LLC, for SE4NS Properties, LLC, for a zone change from Industrial Park District (IP) to Auto-Urban Commercial District (AC), at 12001 Frankford Avenue, located east of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tract C.

6. 28. Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2024-O0099, for Zone Case 1947-H, a request of Clovis Sign Service for Southwest Convenience Stores, for a zone change from Medium Density Residential District (MDR) to Auto-Urban Commercial District (AC), at 5802 34th Street, located west of Frankford Avenue and north of 34th Street, Summer Place Addition, Lot 10.

7. **Regular Agenda**

- 7. 1. **Board Appointments City Secretary:** Consider appointments to the I-27 Advisory Committee of the Ports-to-Plains Trade Corridor Coalition.
- 7. 2. **Board Appointments City Secretary:** Consider appointments of City Council members to the South Plains Association of Governments (SPAG) Board.
- 7. 3. **Board Appointments City Secretary:** Consider appointments to the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization.
- 7. 4. **Public Hearing Planning:** Hold a public hearing in accordance with Section 43.0694(a) of the Texas Local Government Code, regarding the City of Lubbock's intent to annex an area of land generally described as 374.74 acres south of 146th Street and east of Frankford Avenue, into Lubbock's corporate limits, and to execute a Municipal Services Agreement with the Highland Oaks Homeowner's Association, for the requested annexation.
- 7. 5. **Resolution Public Works Wastewater:** Consider a resolution receiving the report and recommendation of the Private Sewer Lateral Ad-Hoc Committee.



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

May 21, 2024 Special City Council Meeting - Electric Utility Board June 11, 2024 Regular City Council Meeting

Item Summary

May 21, 2024 Special City Council Meeting - Electric Utility Board June 11, 2024 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

5.21.2024 S EUB 6.11.2024

CITY OF LUBBOCK SPECIAL CITY COUNCIL MEETING May 21, 2024 11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 21st of May, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:02 A.M. CITY COUNCIL CONVENED City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

- Present: Mayor Tray Payne; Council Member Tim Collins; Council Member Christy Martinez-Garcia; Council Member Brayden Rose; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; Interim City Attorney Mitchell Satterwhite
- Absent: Mayor Pro Tem Shelia Patterson Harris; Council Member David Glasheen; Council Member Dr. Jennifer Wilson

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

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

- Board Comments 1; Public Comment 2; and 3.1-3.5.
- No quorum, of City Council, was present for all other items.

1. BOARD COMMENTS

The Board may make general announcements not requiring official action.

No comments were given by the Board.

2. PUBLIC COMMENT

Public comment is an opportunity for the public to make comments and express a position on agenda items.

2.1. 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 time 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.

No one appeared to speak.

3. REGULAR SESSION

3.1. The Board will approve the minutes from the Regular Electric Utility Board Meeting on April 16, 2024.

Motion by Board Member Butch Davis, seconded by Board Member Eddie Schulz, to approve the Regular Electric Utility Board Meeting minutes on April 16, 2024. **Vote:** 8-0 Motion carried.

3.2. 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.

Kacey Sylvia, director of finance for LP&L, gave a presentation and answered questions from the Board.

3.3. Presentation and discussion of operational technology landscape including platforms, interoperability, integrations, departments and operating budgets of Lubbock Power & Light, including the City of Lubbock Utilities.

Chris Sims, chief performance officer for LP&L, gave a presentation and answered questions from the Board.

3.4. Presentation and discussion of the Customer Engagement Meeting held on May 14, 2024, and approval of the minutes by the Board.

Clint Gardner, chief customer officer for LP&L, gave a presentation and answered questions from the Board.

Motion by Board Member Solomon Fields, seconded by Board Member Lewis Harvill, to approve the May 14, 2024, Customer Engagement Meeting minutes.

Vote: 8-0 Motion carried.

3.5. The Board will consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Second Amendment to the Oracle Ordering Document US-10368397, by and between the City of Lubbock, acting by and through LP&L, and Oracle America, Inc., regarding ongoing and outstanding move-to-market project tasks and to assist with further integration tasks. This Amendment is to extend the term of the Agreement by one year and expand the scope of work as described more in detail in the Amendment. This Amendment does not change the Not-to-Exceed

Original Agreement.

Clint Gardner, chief customer officer for LP&L, gave comments and answered questions from the Board.

Motion by Board Member Craig Rhyne, seconded by Board Member Eddie Schulz, to approve this item. Vote: 8-0 Motion carried.

11:30 a.m. – Approximately - Following completion of the Regular Session item 3.5, the Electric Utility Board and City Council will recess from open session for a lunch break and will reconvene in executive session to discuss the items listed below. It is anticipated that the Executive session will begin at **12:00** p.m. However, this is an approximation and the Board and City Council may begin the executive session earlier or later depending on when the Regular Session and lunch recess is complete. During the lunch break recess, the Electric Utility Board will recognize past Board Members who are present and possible discussions or presentations related to the final transition to ERCOT and the historic entry into the retail market. Discussions may include but not be limited to updates on billing and transaction systems, transmission and distribution work for the transition, status of generation, personnel, communications and regulatory matters. No official action will be taken during this recess.

Joel Ivy, director of electric utilities for LP&L, gave a presentation related to the final transition to ERCOT and the historic entry into the retail market, and answered questions from the Board and those in attendance.

4. EXECUTIVE SESSION

This meeting was called into a closed session at 12:42 p.m. under the provisions of Section 551, Texas Government Code. City Council lost quorum and adjourned.

- **4.1.** Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
- **4.1.1.** Risk management information, including but not limited to, contracts, and strategies, especially regarding, bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies.
- **4.1.2.** Discuss and the Board will take possible action related to purchased power and energy and fuel management services.
- **4. 2.** Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of 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 to 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:
- **4. 2. 1.** Legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda.

- **4. 2. 2.** Legal advice and counsel regarding confidential matters pertaining to integration into retail market competition.
- **4. 2. 3.** Legal advice and counsel regarding contemplated litigation matters.
- **4.2.4.** Legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards.
- **4. 2. 5.** 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.
- **4. 2. 6.** *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.
- **4. 2. 7.** *City of Lubbock v. Trumble Steel Erectors, Inc.,* Cause No. DC-2024-CV-0165 proceeding in 237th District Court of Lubbock County, Texas.
- **4.3.** 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).

12:42 P.M. CITY COUNCIL ADJOURNED

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

The May 21, 2024 Special City Council Meeting minutes were approved by the City Council on the 9th day of July, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

CITY OF LUBBOCK REGULAR CITY COUNCIL MEETING June 11, 2024 1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 11th of June, 2024, 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 Tim Collins; Council Member Christy Martinez-Garcia; Council Member David Glasheen; Council Member Brayden Rose; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; First City Attorney Mitchell Satterwhite

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

- Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.20; 5.19; 5.29; 5.1-5.18; 5.21-5.28; 6.2; and 6.1.
- Item No. 5.20 was postponed to the July 9, 2024 Regular City Council Meeting.
- Item No. 6.1 was amended.

1. Executive Session

The meeting recessed at 1:01 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:01 p.m., and the meeting was called to order at 2:05 p.m.

- **1.1.** Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
- **1.1. 1.** Chapter 43 of the Texas Local Government Code
- **1.1. 2.** Chapter 211 of the Texas Local Government Code
- 1.2. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, and the Permit & License Appeal Board.

2:01 p.m. - City Council reconvenes in Open Session in City Council Chambers.

2. Ceremonial Items

2.1. Invocation

Deacon of Worship & Administration Colin Lundstrom, Fellowship Church Lubbock, led the invocation.

2. 2. Pledges of Allegiance

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

Call to Order

The meeting was called to order at 2:05 p.m.

3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on June 11, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Colby Norris, resident and treasurer of the Highland Oaks Homeowner's Association, appeared before City Council to speak in favor of item 6.2 (a resolution establishing the City of Lubbock's intent to annex an area of land).
- Mary Crites; Gail Robinson; Sally Abbe, board trustee chair for St. John's United Methodist Church; Holle Humphries; and Gretchen Scott appeared before City Council to speak in opposition of item 6.1 (Zone Case 2016-E).
- Charles Colbert, owner of three businesses at Metro Tower, appeared before City Council to speak on item 6.1 (Zone Case 2016-E).

4. Minutes

4.1. April 16, 2024 Special City Council Meeting - Electric Utility Board May 14, 2024 Regular City Council Meeting May 14, 2024 Special City Council Meeting - Swearing-In Ceremony

> Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve the April 16, 2024 Special City Council Meeting - Electric Utility Board minutes; the May 14, 2024 Regular City Council Meeting minutes; and the May 14, 2024 Special City Council Meeting - Swearing-In Ceremony minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve items 5.1-5.18 and 5.21-5.28.

Vote: 7 - 0 Motion carried

- **5.1. Budget Ordinance Amendment 2nd Reading Finance:** Ordinance No. 2024-O0069, Amendment 23, amending the FY 2023-24 Budget for municipal purposes respecting the General Facilities System Improvements Capital Project Fund; providing for filing; and providing for a savings clause.
- **5.2. Budget Ordinance Amendment 2nd Reading Finance:** Ordinance No. 2024-O0073, Amendment 31, amending the FY 2023-24 Budget for municipal purposes respecting the General Fund, specifically the Health Department Fund; providing for filing; and providing for a savings clause.
- **5.3. Budget Ordinance Amendment 2nd Reading Finance:** Ordinance No. 2024-O0074, Amendment 32, amending the FY 2023-24 Budget for municipal purposes respecting the Parks Capital Project Fund; providing for filing; and providing for a savings clause.
- Budget Ordinance Amendment 2nd Reading Finance: Ordinance No. 2024-O0075,
 Amendment 33, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund, specifically the Health Department Fund; providing for filing; and providing for a savings clause.
- **5.4. 1. Resolution Public Health Services:** Resolution No. 2024-R0278 authorizing the Mayor to execute Amendment No. 7 to the Department of State Health Services Contract No. HHS000077800035, and all related documents, under the HIV Prevention Services Grant, by and between the City of Lubbock, and the State of Texas Department of State Health Services, for services related to HIV prevention and treatment.
- **5.5. Budget Ordinance Amendment 1st Reading Finance:** Ordinance No. 2024-O0089, Amendment 34, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.
- **5.6. Resolution Finance:** Resolution No. 2024-R0279 authorizing the Mayor to enter into a professional services agreement with JP Morgan Securities, for investment management services.

- **5.7. Resolution Finance:** Resolution No. 2024-R0280 designating authorized representatives on the City's accounts with the Texas Local Government Investment Pool.
- **5.8. Resolution Right-of-Way:** Resolution No. 2024-R0281 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) street, public use, and right-of-way deed, and all related documents, in connection with certain real property located in Section 38, Block AK, of the GC R.R. Co. Survey, Lubbock County, Texas, on the east side of Upland Avenue, near 45th Street, to be utilized for the Upland Avenue Project.
- **5.9. Resolution Right-of-Way:** Resolution No. 2024-R0282 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) street, public use, and right-of-way deed, and all related documents, in connection with certain real property located in Section 38, Block AK, of the GC R.R. Co. Survey, Lubbock County, Texas, at the northeast corner of Upland Avenue and 50th Street, to be utilized for the Upland Avenue Project.
- **5.10. Resolution Right-of-Way:** Resolution No. 2024-R0283 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) street, public use, and right-of-way deed, and all related documents, in connection with certain real property located in Section 35, Block AK, of the GC R.R. Co. Survey, Lubbock County, Texas, at the southeast corner of Upland Avenue and 50th Street, to be utilized for the Upland Avenue Project.
- **5.11. Resolution Engineering:** Resolution No. 2024-R0284 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17130, with Kimley-Horn and Associates, Inc., for engineering services for the reconstruction of 34th Street from Upland Avenue to Milwaukee Avenue.
- **5.12. Resolution Engineering:** Resolution No. 2024-R0285 authorizing the Mayor to execute Professional Services Agreement Contract 18087, with Freese and Nichols, Inc., for engineering services for water reclamation electrical replacement and monitoring.
- **5.13.** Ordinance 2nd Reading Public Works Water: Ordinance No. 2024-O0076, amending Article 22.08 of the City of Lubbock Code of Ordinances, in response to the regulatory requirement to update the Water Use Management Plan every five years.
- **5. 14. Resolution Public Works Water Utilities:** Resolution No. 2024-R0286 authorizing the Mayor to execute Contract 17642, with Freese and Nichols, Inc., for professional engineering services related to the Wastewater Collection System Master Plan Update.
- **5.15. Resolution Public Works Solid Waste:** Resolution No. 2024-R0287 authorizing the Mayor to execute a Letter of Engagement, and related documents, with Lloyd Gosselink Rochelle & Townsend P.C., for professional services related to the permitting or registration for the future City of Lubbock Transfer Station Facility.

- 5. 16. Resolution Public Health Services: Resolution No. 2024-R0288 authorizing the Mayor to execute, Amendment No. 1 to the Department of State Health Services Contract No. HHS001310400001, and all related documents, under the Center for Health Emergency Preparedness & Response (CHEPR) Grant Program, by and between the City of Lubbock, and the State of Texas Department of State Health Services (DSHS), for training the public health workforce and strengthening public health infrastructure and systems.
- **5.17. Resolution Public Health Services:** Resolution No. 2024-R0289 authorizing the Mayor to execute Amendment No. 1 to the Department of State Health Services Contract No. HHS001324900033, and all related documents, under the Centers for Disease Control Preventive Health and Health Services Block Grant, by and between the City of Lubbock, and the State of Texas Department of State Health Services, to support core public health services and to fund a portion of the salary of the Public Health Director.
- **5.18. Resolution Public Health Services:** Resolution No. 2024-R0290 authorizing the Mayor to execute an interlocal agreement entitled "Lubbock County Medical Indigent Program Provider Agreement", and any associated documents, by and between the City of Lubbock and the Lubbock County Hospital District, d/b/a University Medical Center Health Systems, to cooperate to provide certain public health services for indigent residents of Lubbock County.
- 5. 19. Resolution Business Development: Resolution No. 2024-R0276 authorizing a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to J & W Plumbing Heating & A/C, located at 1012 17th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to approve Resolution No. 2024-R0276.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

5. 20. Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2024-O0079, for Zone Case 3224-A, a request of Lone Star Suds, LLC for Centric Capital Partners, Inc., for a zone change from Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) to Auto-Urban Commercial District (AC), at 2401 19th Street, located south of 19th Street and west of Avenue X, Ellwood Place Addition, Block 1, the east 140 feet of Lot 1.

This item was postponed.

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to postpone this item to the July 9, 2024 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

- **5.21.** Ordinance 2nd Reading Planning (District 1): Ordinance No. 2024-O0080, for Zone Case 3503, a request of Westar Commercial Realty for Steven F. Burleson, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 4505 North Interstate 27, located west of North Interstate 27, and north of Regis Street, Teal Addition, Lot 2.
- **5.22.** Ordinance 2nd Reading Planning (District 1): Ordinance No. 2024-O0081, for Zone Case 3504, a request of R Rios Enterprises 806, LLC for 5 Berg Holdings, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 2416, 2406, 2402 Erskine Street and 2407 Grinnell Street, located east of North University Avenue and north of Erskine Street, the north 480 feet of Tull Addition, Block 1, and approximately 3.3 acres of unplatted land out of Block A, Section 16.
- **5.23.** Ordinance 2nd Reading Planning (District 3): Ordinance No. 2024-O0082, for Zone Case 1112-F, a request of Clovis Sign Service for Southwest Convenience Stores, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 5002 Quaker Avenue, located south of 50th Street and west of Quaker Avenue, Sylvan Dell Heights Addition, Block 1, Lot 1-A.
- **5. 24.** Ordinance 2nd Reading Planning (District 4): Ordinance No. 2024-O0083, for Zone Case 2925-A, a request of AMD Engineering, LLC for Diocese of Lubbock, for a zone change from High Density Residential District (HDR) to Neighborhood Commercial District (NC), generally located north of 111th Street and east of Indiana Avenue, on 4.22 acres of land out of John the Baptist Addition, Tract A.
- **5. 25.** Ordinance 2nd Reading Planning (District 5): Ordinance No. 2024-O0084, for Zone Case 3502, a request of Hub City Main Street Investments, LLC, for a zone change from Low Density Single-Family (SF-2) to Heavy Commercial District (HC), at 6708 66th Street, located west of Norwich Avenue and north of 66th Street, Zephyr Addition, Tract A, and approximately 0.56 acres of unplatted land out of Block AK, Section 35.
- **5.26.** Ordinance 2nd Reading Planning (District 5): Ordinance No. 2024-00085, for Zone Case 2933-I, a request of Steen Realty Group at Keller Williams Realty for Terra Firma Acquisitions, LLC, for a zone change from Low Density Single-Family District (SF-2) and High Density Residential District (HDR) to Office District (OF) and Auto-Urban Commercial District (AC), at 9102 and 9602 Milwaukee Avenue, located south of 94th Street, west of Milwaukee Avenue, and north of 98th Street on 26.6 acres of unplatted land out of Block AK, Section 27.

- **5.27.** Ordinance 2nd Reading Planning (District 6): Ordinance No. 2024-O0086, for Zone Case 1893-FF, a request of Delta Land Surveying for Wag 2.0, LLC, for a zone change from Medium Density Residential District (MDR) to Low Density Single-Family District (SF-2), generally located west of Homestead Avenue and north and south of 3rd Street on approximately 2.07 acres of unplatted land out of Block JS, Section 2.
- 5. 28. Ordinance 2nd Reading Planning (District 6): Ordinance No. 2024-O0087, a request for Zone Case 2538-LL, a request of OJD Engineering, LLC for YATESIIBY LC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 7502 and 7446 19th Street, located north of 19th Street and west of Wausau Avenue, Furgeson Tracts Addition, Lot 1 and approximately 2.545 acres of unplatted land out of Block D6, Section 1.
- **5.29. Resolution City Council:** Resolution No. 2024-R0277 authorizing and directing the City Manager to take the appropriate and necessary action to implement this policy, ensuring that all American Rescue Plan Act (ARPA) funding not previously allocated, and to be expended after December 31, 2024, be allocated to the West Lubbock Water System Expansion Project.

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

Motion by Council Member Brayden Rose, seconded by Council Member David Glasheen, to approve Resolution No. 2024-R0277.

Vote: 7 - 0 Motion carried

6. Regular Agenda

6.1. Ordinance 2nd Reading - Planning (District 1): Ordinance No. 2024-O0088, for Zone Case 2016-E, a request of Parkhill for Thomas Kenneth Abraham, for a zone change from Medium Density Residential District (MDR) to High Density Residential District (HDR), at 2401 through 2413 14th Street and 2402 through 2416 15th Street, located east of University Avenue and south of 14th Street, Overton Addition, Block 102, Lots 1 through 7, Lots 17 through 24, the portion of alley between Lots 1 through 7, and Lots 18 through 24.

This item was amended.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve the following amendment: to approve a substitute ordinance that includes the following language in the recitals:

• "WHEREAS, the City Council of the City of Lubbock further finds that the proposed zoning change is not arbitrary or capricious or unreasonable; that the nature of the proposed zoning change is substantially consistent with neighboring properties; including Texas Tech University, abundant nearby rental properties, and even new construction; that the proposed zoning change is suitable for the surrounding area; that, considering the general welfare of the entire City of Lubbock, the proposed zone change is beneficial for the community; and that the proposed zoning change would allow the construction of property that would increase the tax base for the Lubbock Independent School District and the City of Lubbock, thus benefiting the education of

local residents and City services to the surrounding area, respectively; and".

Vote: 7 - 0 Motion carried

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Brayden Rose, to approve Ordinance No. 2024-O0088, as substituted.

Vote: 6 - 1 Motion carried

NAY: Mayor Pro Tem Shelia Patterson Harris

6.2. Resolution - Planning: Resolution No. 2024-R0291 establishing the City of Lubbock's intent to annex an area of land generally described as 374.74 acres south of 146th Street and east of Frankford Avenue, into Lubbock's corporate limits, and execute a Municipal Services Agreement with the Highland Oaks Homeowner's Association, for the requested annexation.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve Resolution No. 2024-R0291.

Vote: 7 - 0 Motion carried

2:51 P.M. CITY COUNCIL ADJOURNED

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

The June 11, 2024 Regular City Council Meeting minutes were approved by the City Council on the 9th day of July, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

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

2024-O0090, Amendment 35, amending the FY 2023-24 Budget for municipal purposes respecting the Abandoned Vehicle Fund, Criminal Investigations Fund, and Department of Justice Asset Sharing Fund; providing for filing; and providing for a savings clause.

Item Summary

On June 25, 2024, the City Council approved the first reading of the ordinance.

I. Amend the FY 2023-24 Abandoned Vehicle Fund by increasing the appropriation by \$200,000, from \$1,878,000 to \$2,078,000 for training, certification, and additional equipment for Police personnel. The additional funding will be for:

- SWAT equipment: rifle team optics, rifle lights, kinetic breaching equipment, night vision, rifle team thermal scopes
- Training and Certification: Cellebrite Certified Operator (CCO), Cellebrite Certified Physical Analyst (CCPA)
- Polygraph operator equipment and certification
- Mentalix digital fingerprint equipment
- Forenscope Investigative tool for Forensic Investigations Unit
- Thermal Pole Camera
- Partition extensions for Investigations Bureau (cubicles)
- Burgers & Badges Event expenses
- Wellness Committee Family Picnic

II. Amend the FY 2023-24 Criminal Investigation Fund by increasing the appropriation by \$100,000, from \$199,000 to \$299,000 for criminal investigation supplies and equipment. The additional funding will be for:

- Tablets for use in Special Operations
- CSI Pix Software used by Forensic Investigations Unit
- Pole Cameras for use in Special Operations
- Berla Traffic Investigations tool
- Computer system for Forensic Investigations Unit
- Scanner Forensic Investigations Unit
- Pole Cameras Special Operations
- Fire suppression system maintenance Property & Evidence facility

III. Amend the FY 2023-24 Department of Justice (DOJ) Asset Sharing Fund by increasing the appropriation by \$37,705, from \$2,000 to \$39,705 for firing range maintenance and repairs.

Fiscal Impact

The additional \$200,000 funding for the Abandoned Vehicle Fund will be from excess reserves available in the Abandoned Vehicle Fund. The additional \$100,000 funding for Criminal Investigation will be from excess reserves available in the Criminal Investigation Fund. The additional \$37,705 funding for the DOJ Asset Sharing Fund will be from excess reserves in the DOJ Asset Sharing Fund.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 35

ORDINANCE NO.

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE ABANDONED VEHICLE FUND, CRIMINAL INVESTIGATION FUND AND DEPT OF JUSTICE ASSET SHARING 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 2023-24 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 2023-24 (Budget Amendment #35) for municipal purposes, as follows:

- Amend the FY 2023-24 Abandoned Vehicle Fund by increasing the appropriation by \$200,000, from \$1,878,000 to \$2,078,000 for training, certification, and additional equipment for Police personnel.
- Amend the FY 2023-24 Criminal Investigation Fund by increasing the appropriation by \$100,000, from \$199,000 to \$299,000 for criminal investigation supplies and equipment.
- III. Amend the FY 2023-24 Dept of Justice (DOJ) Asset Sharing Fund by increasing the appropriation by \$37,705, from \$2,000 to \$39,705 for firing range maintenance and repairs.

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_____

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

They Brock

Cheryl Brock Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims

Deputy City Attorney

ccdocsII/BudgetFY23-24 Amend35 ord June 6, 2024



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0091, Amendment 36, amending the FY 2023-24 Budget for municipal purposes respecting the Parks & Recreation Fees; providing for filing; and providing for a savings clause.

Item Summary

On June 25, 2024, the City Council approved the first reading of the ordinance.

I. Amend the list of Parks and Recreation Fees to add the Soccer League Fee of \$250 per team.

Due to demand, the Parks and Recreation staff added a soccer league to the list of recreation opportunities offered to the citizens of Lubbock. The majority of new fees and changes to fees are approved through the annual budget process.

Fiscal Impact

This is a new fee to the General Fund, therefore the General Fund will receive this additional revenue. The actual amount is unknown as this is the first year of this fee. There will be no change made to the General Fund Budget since the amount to be received is uncertain.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 36

ORDINANCE NO.

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE PARKS & RECREATION FEES; 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 2023-24 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 2023-24 (Budget Amendment #36) for municipal purposes, as follows:

1. Amend the Parks & Recreation Fee list to add the Soccer League Fee of \$250 per team.

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_____

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

Brown

Cheryl Brock Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sins Deputy City Attorney

ccdocsII/BudgetFY23-24 Amend36 ord



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0092, Amendment 37, amending the FY 2023-24 Budget for municipal purposes respecting the Traffic Capital Improvement Project Fund; providing for filing; and providing for a savings clause.

Item Summary

On June 25, 2024, the City Council approved the first reading of the ordinance.

I. Establish Capital Improvement Project 8700, SL88/FM1585 (130th Street) @ US87, and appropriate \$87,050 for traffic signals. The project will be funded by the Texas Department of Transportation (TxDOT).

II. Establish Capital Improvement Project 8701, 114th Street and Memphis Avenue, and appropriate \$56,650 for traffic signals. The project will be funded by TxDOT.

Each of the above referenced new Capital Improvement Projects (CIP) are also agreements between the City of Lubbock and TxDOT. TxDOT will fund both of these CIPs.

Each CIP will provide funding for: Compensation for City personnel working on the project, equipment and materials used during installation of the traffic signal controllers, cabinets, video detection as well as battery backups at the following two intersections:

- 1. SL88/FM1585 (130th Street) and US87
- 2. 114th Street and Memphis Avenue

Fiscal Impact

The additional \$87,050 funding for CIP 8700, SL88/FM 1585(130th Street) @ US87 will be from TxDOT.

The additional \$56,650 funding for CIP 8701, 114th Street & Memphis Avenue will be from TxDOT.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 37

ORDINANCE NO.

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE TRAFFIC CIP 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 2023-24 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 2023-24 (Budget Amendment #37) for municipal purposes, as follows:

- I. Establish Capital Improvement Project 8700, SL88/FM1585 (130th Street) @ US87, and appropriate \$87,050 for traffic signals. The project will be funded by the Texas Department of Transportation.
- Establish Capital Improvement Project 8701, 114th Street & Memphis Avenue, and appropriate \$56,650 for traffic signals. The project will be funded by the Texas Department of Transportation.

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_____.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

They Brock

Cheryl Brock Interim Chief Financial Officer

APPROVED AS TO FORM:

Ame m

Deputy City Attorney

ccdocsII/BudgetFY23-24.Amend37.ord



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

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

2024-O0093, Amendment 38, amending the FY 2023-24 Budget for municipal purposes respecting the Parks & Recreation Capital Project Fund and American Rescue Plan Act Funding; providing for filing; and providing for a savings clause.

Item Summary

On June 25, 2024, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project (CIP) 92761, American Rescue Plan Act (ARPA) Parks – Walking Trails, by reducing the funding and appropriation by \$100,000 and increasing the funding and appropriation of Capital Improvement Project (CIP) 92768, American Rescue Plan Act (ARPA) Parks – Restroom Replacement/Renovation by \$100,000. Funding will be ARPA funds.

Capital Improvement Project 92761, ARPA Parks - Walking Trails was first appropriated in FY 2021-22. This project is to install twelve new walking trails throughout the park system (two trails per City Council district).

Locations for the Walking Trails include: Aztlan Park, Butler Park, Elmore Park, Hinojosa Park, Kastman Park, Maedgen Park, Mahon Park, Ratliff Park, Remington Park, Preston Smith Park, Stevens Park, and Washington Park.

Capital Improvement Project 92768, ARPA Parks - Restroom Replacement/Renovation was first appropriated in FY2021-22. This project is to renovate or replace 12 stand-alone restrooms throughout the City's park system.

Replacements include Aztlan Park, Higinbotham Park, Clapp Park, Mackenzie Park (North), and Maxey Park.

Renovations include Mackenzie Park (West), Clapp Park (Trinity Ball Field), Mae Simmons Park, McAlister Park, McCullough Park, Buddy Holly Recreation Area, and Hodges Park.

This \$100,000 is needed in CIP 92768 to fund a restroom renovation in Maxey Park. This transfer of funds will not impede the construction of the remaining walking trails.

Fiscal Impact

The additional \$100,000 funding for CIP 92768, ARPA Parks - Restroom Replacement/Renovation will be from ARPA Funding, moved from CIP 92761, ARPA Parks - Walking Trails.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 38

ORDINANCE NO.

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE PARKS & RECREATION CAPITAL PROJECT FUND AND ARPA FUNDING; 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 2023-24 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 2023-24 (Budget Amendment #38) for municipal purposes, as follows:

 Amend Capital Improvement Project (CIP) 92761, ARPA Parks – Walking Trails, by reducing the funding and appropriation by \$100,000 and increase the funding and appropriation of Capital Improvement Project (CIP) 92768, ARPA Parks – Restroom Replacement/Renovation by \$100,000. Funding will be ARPA funds.

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

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

Cherk Broch

Cheryl Brock Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims

Deputy City Attorney

ccdocsII/BudgetFY23-24.Amend38.ord



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0094, Amendment 39, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.

Item Summary

On June 25, 2024, the City Council approved the first reading of the ordinance. However, a slight change has been made to the original budget amendment ordinance. The amount included on the original budget ordinance was \$145,226. The appropriated grant award amount to be received from the Texas Department of State Health Services is \$145,226. The ordinance included for 2nd reading has been corrected and is attached.

I. Accept and appropriate \$145,226 from the Texas Department of State Health Services for the Infectious Disease Prevention and Control Unit (IDCU) COVID-19 Grant.

This is an existing grant. The Department of State Health Services (DSHS) was initially awarded to the Public Health Department in 2020 to support public health with Covid-19 activities for case investigations, testing, vaccine resources and other follow-up services. Amendment No. 4 will now include other respiratory pathogens and syndromes. The grant funds a portion of the research analyst and epidemiologist position. Amendment No. 4 will add \$145,226.00 to the contract for the period beginning with the effective date of this amendment. A budget amendment has been heard for this additional funding. Amendment No. 4 also revises the Statement of Work, Supplemental Statement of Work, Revised Budget, which are all outlined in the contract. Amendment No. 4 extends the contract to July 31, 2026.

Fiscal Impact

The additional \$145,226 funding for the Infectious Disease Prevention and Control Unit (IDCU) Grant will be from the Texas Department of State Health Services.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment #39

ORDINANCE NO.

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT 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 2023-24 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 2023-24 (Budget Amendment #39) for municipal purposes, as follows:

I. Accept and appropriate \$145,226 from the Texas Department of State Health Services for the Infectious Disease Prevention and Control Unit (IDCU) COVID-19 Grant.

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_____

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

Then Brock

Cheryl Brock Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sime Deputy City Attorney

ccdocsII/BudgetFY23-24.Amend39.ord


Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Amendment No. 4 to the Department of State Health Services (DSHS) Contract HHS000812700012, and all related documents, for SARS-CoV-2, epidemiology, surveillance, and enhanced laboratory activities, by and between the City of Lubbock, and the State of Texas, acting by and through DSHS.

Item Summary

This is an existing grant initially awarded by the Texas Department of State Health Services (DSHS) to the City of Lubbock Public Health Department in 2020, to support public health with Covid-19 activities for case investigations, testing, vaccine resources and other follow-up services.

Amendment No. 4 will add \$145,226 to the contract for the period beginning with the effective date of this amendment. The previous item on this agenda is a budget amendment for this additional funding.

Amendment No. 4 will now include other respiratory pathogens and syndromes. The grant funds a portion of the research analyst and epidemiologist position. This amendment also revises the Statement of Work, the Supplemental Statement of Work, and the Revised Budget, which are all outlined in the contract. Amendment No. 4 extends the contract to July 31, 2026.

This document requires an electronic signature.

Fiscal Impact

Amendment No. 4 will add \$145,226 to the existing contract. The total amount of this contract will not exceed \$493,769.

Staff/Board Recommending

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

Attachments

Resolution Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 4 to the Department of State Health Services (DSHS) Contract No. HHS000812700012, for SARS-CoV-2 epidemiology, surveillance, and enhanced laboratory activities, by and between the City of Lubbock and the State of Texas, acting by and through DSHS, and all 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

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

sistant City Attorney

RES.DSHS Contract No. HHS000812700012 Amendment No.4 6.18.24

DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS000812700012 AMENDMENT NO. 4

The DEPARTMENT OF STATE HEALTH SERVICES ("SYSTEM AGENCY" or "DSHS") and CITY OF LUBBOCK ("GRANTEE"), each a "Party" and collectively referred to as the "Parties" to that certain grant contract for SARS-CoV-2 epidemiology, surveillance, and enhanced laboratory activities effective August 17, 2020, and denominated DSHS Contract No. HHS000812700012 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the Statement of Work; and

WHEREAS, the Parties desire to revise the Budget to add additional funding for SARS-CoV-2 outbreak response activities.

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

- 1. SECTION IV, BUDGET, of the Contract is hereby amended to add \$145,226.00 to the Contract for the period beginning with the effective date of this Amendment No. 4 and ending July 31, 2026, for SARS-CoV-2 outbreak response activities. The total amount of this Contract will not exceed \$493,769.00.
- 2. ATTACHMENT A-1, REVISED STATEMENT OF WORK, is deleted in its entirety and replaced with ATTACHMENT A-4, REVISED STATEMENT OF WORK, which is attached to this Amendment and incorporated as part of the Contract for all purposes.
- 3. ATTACHMENT A-3, REVISED SUPPLEMENTAL STATEMENT OF WORK, is deleted in its entirety.
- 4. ATTACHMENT B-2, REVISED BUDGET, is deleted in its entirety and replaced with ATTACHMENT B-3, REVISED BUDGET, which is attached to this Amendment and incorporated as part of the Contract for all purposes.

All expenditures under the Contract will be in accordance with ATTACHMENT B-3, REVISED BUDGET.

- 5. ATTACHMENT A-4, REVISED STATEMENT OF WORK is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
- 6. ATTACHMENT B-3, REVISED BUDGET, is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
- 7. This Amendment No. 4 shall be effective as of the date last signed below.
- 8. Except as amended and modified by this Amendment No. 4, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

DSHS Contract No. HHS000812700012 Amendment No. 4 Page 1 of 3

- 9. Any further revisions to the Contract shall be by written agreement of the Parties.
- 10. 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

DSHS Contract No. HHS000812700012 Amendment No. 4 Page 2 of 3

SIGNATURE PAGE FOR AMENDMENT NO. 4 DSHS CONTRACT NO. HHS000812700012

System Agency	GRANTEE
By:	By:
Name:	Name:
Title:	Title:
Date of Signature:	Date of Signature:

DSHS Contract No. HHS000812700012 Amendment No. 4 Page 3 of 3

ATTACHMENT A-4 REVISED STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will perform activities as submitted in their DSHS approved budgets for this specific funding Contract period. COVID-funded laboratory, surveillance, epidemiology, and informatics personnel may work on other respiratory pathogens and syndromes more broadly, in addition to SARS-CoV-2 and COVID-19, as long as COVID-19 testing or surveillance is included in the effort. In this Statement of Work where COVID-19 is referenced, it will now include other respiratory pathogens and syndromes. All activities must be listed below to be approved for this funding and any additional activities not listed in the approved budget must be submitted for DSHS consideration and approval. The activities for this Contract funding period are as follows:

A. Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity, including:

- 1. Train and hire staff to improve laboratory workforce ability to address issues around laboratory safety, quality management, inventory management, specimen management, diagnostic and surveillance testing and reporting results.
- 2. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.
- 3. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 and other emerging infections and conditions of public health significance. This should include staff who can address unique cultural needs of those at higher risk for COVID-19. Grantee may not incur COVID-19 contact tracing or contact tracing call center expenditures after 8/31/2021.
- 4. Build expertise to support management of the COVID-19-related activities within the jurisdiction and integrate into the broader Epidemiology and Laboratory Capacity (ELC) portfolio of activities (e.g., additional leadership, program and project managers, budget staff, etc.).
- 5. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other emerging coronavirus and other infections and conditions of public health significance.

B. Strengthen Laboratory Testing

1. Establish or expand capacity to test for SARS-CoV-2/COVID-19 quickly, accurately and safely and build infectious disease preparedness for future novel

DSHS Contract No. HHS001315700012 Attachment A-4 coronavirus and other events involving other pathogens with potential for broad community spread.

- a. Develop systems to improve speed and efficiency of specimen submission to clinical and reference laboratories.
- b. Strengthen ability to rapidly respond to testing (e.g., nucleic acid amplification test [NAAT], antigen, etc.) as necessary to ensure that optimal utilization of existing and new testing platforms can be supported to help meet increases in testing demand in a timely manner. Laboratory Response Networks (LRNs) and Local Health Departments (LHDs) with laboratories are strongly encouraged to diversify their testing platforms to enable them to pivot depending on reagent and supply availabilities.
- c. Perform serology testing with an FDA Emergency Use Authorization (EUA) authorized serological assay as appropriate to respond to emerging pandemics in order to conduct surveillance for past infection and monitor community exposure.
- d. Build local capacity for testing of SARS-CoV-2/COVID-19 including within high-risk settings or in vulnerable populations that reside in their communities.
- e. Apply laboratory safety methods to ensure worker safety when managing and testing samples that may contain SARS-CoV-2/COVID-19.
- f. Laboratories and LRNs are encouraged to implement new technologies to meet local needs.
- g. Augment or add specificity to existing laboratory response plans for future coronavirus and other outbreak responses caused by an infectious disease. Provider must be able to establish a plan to maintain the activity when the funds are no longer available. This is an optional activity.
- 2. Enhance laboratory testing capacity for SARS-CoV-2/COVID-19 by ensuring public/private laboratory testing providers have access to biosafety resources for SARS-CoV-2 specimen collection and/or testing.

C. Advance Electronic Data Exchange at Public Health Labs

- 1. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting with DSHS.
 - a. Employ a well-functioning Laboratory Information Management System (LIMS) to support efficient data flows within the Public Health Laboratory (PHL) and its partners. This includes expanding existing capacity of the current LIMS to improve data exchange and increase data flows through LIMS maintenance, new configurations/modules, and enhancements. Implement new/replacement LIMS where needed.

Note: If implementing new or replacement systems, develop an implementation plan, including appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation. Completion of the implementation plan is DSHS verifying that the submitted electronic laboratory reporting (ELR) feeds

have been successfully processed in National Electronic Disease Surveillance System (NEDSS).

- b. Ensure ability to administer LIMS. Ensure the ability to configure all tests that are in LIMS, including new tests, EUAs, etc., in a timely manner. Ensure expanding needs for administration and management of LIMS are covered through dedicated staff.
- c. Interface diagnostic equipment to directly report laboratory results into LIMS.

D. Improve Surveillance and Reporting of Electronic Health Data

- 1. Establish complete, up-to-date, timely reporting to DSHS of outbreaks and unusual expression of disease (e.g., multi-system inflammatory syndrome, acute flaccid myelitis, etc.) due to COVID-19 and other emerging infections which impact conditions of public health significance by:
 - a. Establishing or enhancing community-based surveillance, including surveillance of vulnerable populations, individuals without severe illness, those with recent travel to high-risk locations, or who are contacts to known cases; and
 - b. Monitoring changes to activity trends (weekly, possibly daily) of COVID-19 and other conditions of public health significance at the county or Zip code level to inform community mitigation strategies.
- 2. Establish additional and ongoing surveillance methods (e.g., sentinel surveillance) for COVID-19 and other conditions of public health significance.
- 3. At the health department, enhance capacity to work with testing facilities to onboard and improve ELR, including to receive data from new or non-traditional testing settings. Use alternative data flows (e.g., reporting portals) and file formats (e.g., CSV or XLS) to help automate where appropriate.
- 4. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.
 - a. Expand reporting facility capacity, resources, and patient impact information, such as patients admitted and hospitalized, in an electronic, machine-readable, as well as human-readable, visual and tabular manner, to achieve 100% coverage in jurisdiction and include daily data from all acute care, long-term care, and ambulatory care settings. Use this data to monitor facilities with confirmed cases of SARS-CoV-2/COVID-19 infection or with COVID-like illness among staff or residents and facilities at high risk of acquiring SARS-CoV-2/COVID-19 cases and COVID-like illness among staff or residents.
 - b. Increase Admit, Discharge, Transfer (ADT) messaging and use to achieve comprehensive surveillance of emergency room visits, hospital admissions, facility and department transfers, and discharges to provide an early warning signal, to monitor the impact on hospitals, and to understand the growth of serious cases requiring admission.

- c. Track and send Emergency Department and outpatient visits for coronavirus (COVID)-like illness, as well as other illnesses, to Texas Syndromic Surveillance System (TxS2).
- 5. Establish or improve systems to ensure complete, accurate and timely data transmission that allows for automated transmission of data to DSHS in a machine-readable format.

Note: Use of an existing DSHS system is preferred. If implementing new or replacement systems, develop an implementation plan, including the process for automatic transmission of data to DSHS in a machine-readable format, appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.

- a. In the event of a COVID-19-associated outbreak, a local health department should notify DSHS of the outbreak as soon as possible, by calling 512-776-7676 or emailing EAIDU-Coronavirus@dshs.texas.gov.
- b. In the event of a COVID-19-associated outbreak, a DSHS Respiratory Outbreak Form along with a line listing of cases, if possible, should be completed and submitted to EAIDU within seven days of outbreak resolution via <u>EAIDU-Coronavirus@dshs.texas.gov</u> or by fax at 512-776-7616.
- c. Establish these systems in such a manner that they may be used on an ongoing basis for surveillance of, and reporting on, routine and other threats to the public health and conditions of public health significance.

E. Use Laboratory Data to Enhance Investigation, Response and Prevention

- 1. Use laboratory data to initiate and conduct outbreak and/or unusual expression of disease investigation and public health follow-up activities and implement containment measures.
 - a. Conduct necessary outbreak investigation and public health follow-up activities. Activities may include traditional case investigation for cases associated with an outbreak and public health follow-up activities and/or proximity/location-based methods, as well as methods adapted for healthcare facilities, employers, elementary and secondary schools, childcare facilities, institutions of higher education or in other settings. Data must be entered into the DSHS data system in accordance with DSHS published guidance. Grantee may not incur COVID-19 contact tracing or contact tracing call center expenditures beyond 8/31/2021.
 - b. Utilize tools (e.g., geographic information systems and methods) that assist in the rapid mapping and tracking of disease cases for timely and effective epidemic monitoring and response, incorporating laboratory testing results and other data sources.
 - c. Assist in identifying facilities that are not submitting data through ELR. Provide these facilities with information on the ELR onboarding process and the appropriate contact information of DSHS team who can onboard the

facility to have their data be reported electronically and no longer sent by fax. Also provide the names of these facilities to the DSHS team.

- 2. Identify cases associated with an outbreak, and exposure to COVID-19 in highrisk settings or within populations at increased risk of severe illness or death to target mitigation strategies and referral for therapies (for example, monoclonal antibodies) to prevent hospitalization.
 - a. Assess and monitor infections in healthcare workers across the healthcare spectrum.
 - b. Monitor cases associated with an outbreak, and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, other long-term care facilities, etc.).
 - c. Monitor cases associated with an outbreak, and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk occupational settings (e.g., meat processing facilities) and congregate living settings (e.g., correctional facilities, prisons, youth homes, shelters).
 - d. Work with DSHS to build capacity for reporting, rapid containment and prevention of SARS-CoV-2/COVID-19 within high-risk settings or in vulnerable populations that reside in their communities.
 - e. Jurisdictions should ensure systems are in place to link test results to relevant public health strategies, including prevention and treatment.

Note: Utilization of an existing DSHS system is preferred. If implementing new or replacement systems, develop an implementation plan, including the process for automatic transmission of data to DSHS in a machine-readable format, appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.

3. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations as appropriate),

Note: These additional resources are intended to be directed toward testing, outbreak investigation and public health follow-up activities, surveillance, containment, and mitigation, including support for workforce, epidemiology, use by employers, elementary and secondary schools, childcare facilities, institutions of higher education, long-term care facilities, or in other settings, scale-up of testing by public health, academic, commercial, and hospital laboratories, and community-based testing sites, mobile testing units, healthcare facilities, and other entities engaged in COVID–19 testing, and other related activities related to COVID–19 testing, case investigation and public health follow-up activities, surveillance, containment, and mitigation which may include interstate compacts or other mutual aid agreements for such purposes.

DSHS Contract No. HHS001315700012 Attachment A-4

- a. Build capacity for infection prevention and control in long-term care facilities (LTCFs) (e.g., at least one Infection Preventionist [IP] for every facility) and outpatient settings.
 - i. Build capacity for LTCFs to safely care for infected and exposed residents of LTCFs and other congregate settings.
 - ii. Assist with enrollment of all LTCFs into CDC's National Healthcare Safety Network (NHSN) at <u>https://www.cdc.gov/nhsn/ltc/enroll.html</u>.
- b. Build capacity for infection prevention and control in elementary and secondary schools, childcare facilities, and/or institutions of higher education.
- c. Increase Infection Prevention and Control (IPC) assessment capacity on site using tele-ICAR.
- d. Perform preparedness assessment to ensure interventions are in place to protect high-risk populations.
- e. Coordinate as appropriate with federally funded entities responsible for providing health services to higher-risk populations (e.g., tribal nations and federally qualified health centers).
- F. Work with healthcare system to manage and monitor system capacity.
 - 1. Assess and monitor the number and availability of critical care staff, necessary personal protective equipment (PPE) and potentially life-saving medical equipment, as well as access to testing services.
 - 2. Leverage NHSN data to **monitor** healthcare worker staffing, Patient Impact, Hospital Capacity, and healthcare supplies (PPE, PAPRs, ventilators, etc.). Grantee will request access to the NHSN database within thirty (30) days of the execution of this Contract or within thirty (30) days of hire for the position completing the data entry. Upon access approval, Grantee will review available NHSN data (at least monthly) to assess gaps in the healthcare system.
- **G.** Improve understanding of jurisdictional communities with respect to COVID-19 risk. Grantee must build an understanding of population density and high-risk population density (i.e., population of >65 yrs., proportion of population with underlying conditions, households with limited English fluency, healthcare-seeking behavior, populations without insurance and those below poverty level).
- H. Submit a quarterly report on the report template to be provided by DSHS. Quarterly reports are due on or before the 15th of the month following the end of the quarter. Each report must contain a summary of activities that occurred during the preceding quarter for each activity listed above in Section I, Subsections A through G. Submit quarterly reports by electronic mail to <u>COVID.Contracts@dshs.texas.gov</u>. The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name, Contract Number, IDCU/COVID and the quarter the report covers.
- I. May use funds to pay pre-award costs which date back to January 20, 2020, that are directly related to the COVID-19 outbreak response. All pre-award costs must be approved in writing by DSHS.

DSHS Contract No. HHS001315700012 Attachment A-4

- J. Not use funds for research, clinical care, fundraising activities, construction or major renovations, to supplant existing state or federal funds for activities, or funding an award to another party or provider who is ineligible. In addition, funds are not used to advertise or to promote COVID-19 vaccinations. Other than normal and recognized executive-legislative relationships, no funds may be used for:
 - 1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 - 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body;
 - 3. New incentive requests, new requests to purchase vehicles, furniture, and new requests for construction will no longer be supported. The allowance of these purchases was uniquely given during the pandemic, but they are not allowed under routine operations; and
 - 4. Grantee shall ensure funds are not used to advertise or to promote COVID-19 vaccinations.
- K. 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.
- L. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee's Property Inventory Report to the DSHS Contract Representative and <u>FSOequip@dshs.texas.gov</u> by email not later than October 15 of each year.
- **M.** DSHS funds must not be used to purchase buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- N. At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
- **O.** DSHS-approved budget may be revised by Grantee in accordance with the following requirements:

DSHS Contract No. HHS001315700012 Attachment A-4

Page 7 of 10

- For any transfer between budget categories, Grantee shall provide notification of transfer between budget categories by submission of a revised Categorical Budget Form to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance or rejection to Grantee by email.
- 2. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If approved, DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the revised budget will be incorporated into the Contract.
- 3. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized, until an amendment is executed by the Parties.
- 4. Any transfer between budget categories that includes 'Equipment' and/or' Indirect Cost' categories must be incorporated by amendment. Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized, until an amendment is executed by the Parties.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A-4 and compliance with the Contract's terms and conditions.

III.INVOICE AND PAYMENT

- A. Grantee shall submit to DSHS a monthly detailed and accurate invoice describing the services performed in completion of the responsibilities outlined in this Statement of Work. Invoices and supporting documentation must be submitted to DSHS in accordance with Table 1, Invoice Submission Schedule.
- **B.** Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13). Invoices and supporting documentation must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a "zero dollar" invoice on a monthly basis. Grantee must

DSHS Contract No. HHS001315700012 Attachment A-4 Page 8 of 10

submit a final close-out invoice. Invoices received more than thirty (30) days after each fiscal year are subject to denial of payment. Invoices and all supporting documentation must be submitted by mail, fax, or email.

- If by mail, Grantee shall submit to: Department of State Health Services Claims Processing Unit, MC 1940 P.O. Box 149347 Austin, TX 78714-9347
- 2. If by fax, Grantee shall submit to (512) 458-7442.
- If by email, Grantee shall submit to <u>invoices@dshs.texas.gov</u> and CMSInvoices@dshs.texas.gov.

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

Table 1: Invoice Submission Schedule						
Period Covered	Due Date					
September 1st through September 30th	October 31st					
October 1st through October 31st	November 30th					
November 1st through November 30th	December 31st					
December 1st through December 31st	January 31st					
January 1st through January 31st	February 28th (or February 29th in leap year)					
February 1st through February 28th (or February 29th in leap year)	March 31st					
March 1st through March 31st	April 30th					
April 1st through April 30th	May 31st					
May 1st through May 31st	June 30th					
June 1st through June 30th	July 31st					
July 1st through July 31st	August 31st					
August 1st through August 31st	September 30th					
Final Close-out Invoice	Due Date					
August 1st through August 31st	September 30th					

C. Grantee shall submit the Financial Status Report (FSR-269A) twice per fiscal year as outlined in Table 2, FSR Submission Schedule. Grantee shall email the FSR-269A to the following email addresses: FSRgrants@dshs.texas.gov and CMSInvoices@dshs.texas.gov. Grantee shall submit the final financial status report no later than thirty (30) days following the end of the Contract term.

Table 2: FSR Submission Schedule	
Period Covered	Due Date
September 1st through February	March 31st
28th (or February 29th in leap year)	
Final Financial Status Report	
March 1st through August 31st	September 30th

D. Grantee will be paid on a cost reimbursement basis and in accordance with the budget for the corresponding year under this Contract.

ATTACHMENT B-3 REVISED BUDGET

Categorical Budget	Epi CARES Funding	Epi Expansion Funding	
Budget Period	August 17, 2020 to July 31, 2026	August 31, 2021 to July 31, 2026	Contract Total
Personnel	\$58,126.00	\$130,250.00	\$188,376.00
Fringe Benefits	\$26,157.00	\$58,613.00	\$84,770.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$66,676.00	\$66,676.00
Contractual	\$70,625.00	\$83,322.00	\$153,947.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Charges	\$154,908.00	\$338,861.00	\$493,769.00
Indirect Charges	\$0.00	\$0.00	\$0.00
Total Charges	\$154,908.00	\$338,861.00	\$493,769.00



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 40, amending the FY 2023-24 Budget for municipal purposes respecting the Civil Service Positions; providing for filing; and providing for a savings clause.

Item Summary

This Budget Amendment is a request to take two vacant Police Officer positions and create a new Police Deputy Chief / Police Captain position and a new Police Sergeant position. Any changes to civil service positions must be made by a budget ordinance.

Currently, there are 285 Police Officer positions at pay grade PCS1. If approved, the number of Police Officers would be 283.

There are currently 68 Police Sergeant positions at pay grade PCS3. If approved, the number of Police Sergeants would be 69.

There are currently 7 Deputy Police Chief / Police Captain positions at pay grade PCS5. If approved, the number of Deputy Police Chief / Police Captains would be 8.

The budget ordinance references Exhibit A in making this change. Exhibit A of the FY 2023-24 Adopted Budget, was passed by the City Council on September 12, 2023 and is page 195 of the Adopted Budget book. Page 195 is entitled "Police – Job Grade Summary," and will be amended as it relates to the civil service positions. In accordance with Section 2.06.109 of the City of Lubbock Code of Ordinances, the civil service positions, as set forth in the Amendment, are hereby established by ordinance.

Fiscal Impact

The annual fiscal impact to this change is an additional \$168,924 to the General Fund.

The entry-level costs for salary and benefits for each position are found below: Deputy Police Chief / Captain - \$176,784Police Sergeant - \$136,587Police Officer - (\$72,224) x 2 = (\$144,447)

The fiscal impact for the remaining of this fiscal year (August and September 2024) would be \$28,154.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Budget Amendment 40 Exhibit A

ORDINANCE NO.

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CIVIL SERVICE POSITIONS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2023-24 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 2023-24 (Budget Amendment #40) for municipal purposes, as follows:

Exhibit A of the FY 2023-24 Adopted Budget, as passed by City Council on September 12, 2023, is hereby amended to replace page 195 of said Exhibit A, entitled "Police – Job Grade Summary," with the amended page 195, which is attached hereto and made a part of this ordinance for all purposes (the "Amendment") as it relates to the civil service positions. In accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service positions, as set forth in the Amendment, are hereby established by Ordinance.

SECTION 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

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

Thul Broch

Cheryl Brock Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims

Deputy City Attorney

ccdocsII/BudgetFFY23-24 Amend40 ord June 19, 2024

Police - Job Grade Summary

Exhibit A

		Actual	Actual	Budget	Budget	Amended	Change
CLASSIFIED/SWORN JOB GRADE SUMMARY	GRADE	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2023-24	Budget
Police Chief	143	1	1	1	1	1	-
Assistant Police Chief	PCS6	3	3	3	3	3	-
Deputy Police Chief/Police Captain	PCS5	7	7	7	7	8	1
Police Lieutenant	PCS4	19	19	19	19	19	-
Police Sergeant	PCS3	66	68	68	68	69	1
Police Detective/Corporal	PCS2	79	69	69	68	68	-
Patrol Officer	PCS1	277	265	278	285	283	(2)
Police Entry Level II	PNCE2	-	-	-	-	-	-
Police Entry Level 1-B	PNCE1B	13	13	-	-	-	-
TOTAL CLASSIFIED SWORN JOB GRADE SUMMARY		465	445	445	451	451	-

		Actual	Actual	Budget	Budget	Amended	Change
NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY	GRADE	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2023-24	Budget
Administrative Assistant	112	8	7	7	4	4	-
Communications Center Manager	126	1	1	1	1	1	-
Communications Shift Supervisor	123	6	6	6	6	6	-
Crime Analyst	119	2	4	4	4	4	-
Fleet Services Unit Supervisor	119	-	1	1	1	1	-
Fleet Services Unit Attendant	116	-	2	2	2	2	-
Forensic Laboratory Manager	127	-	1	1	1	1	-
Forensic Specialist I	123	2	7	7	6	6	-
Forensic Specialist II	124	-	-	-	1	1	-
Juvenile Services Coordinator	121	1	1	1	1	1	-
Laborer	108	1	1	1	1	1	-
Lead Administrative Assistant	115	2	3	3	6	6	-
Management Assistant	122	2	2	2	2	2	-
Parking Control Officer	108	6	6	6	6	6	-
Property and Evidence Unit Supervisor	121	-	1	1	1	1	-
Property Room Attendant	113	4	4	7	7	7	-
Public Information Officer	123	1	5	2	2	2	-
Public Information Specialist	119	1	-	-	-	-	-
Public Safety Dispatcher I	114	28	28	28	28	28	-
Public Safety Dispatcher II	116	15	15	15	15	15	-
Public Service Officer	110	13	13	13	13	13	-
Records System Manager	126	1	1	1	1	1	-
Records System Operator	115	15	15	15	15	15	-
Records System Shift Supervisor	118	3	3	3	3	3	-
Sex Offender Registration Coordinator	117	1	1	1	1	1	-
TOTAL NON-CLASSIFIED NON-SWORN JOB GRADE SUMMARY		113	128	128	128	128	-
TOTAL JOB GRADE SUMMARY		578	573	573	579	579	



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 41, amending the FY 2023-24 Budget for municipal purposes respecting the Airport Capital Project Fund and Airport Operating Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project 92839, Terminal Building Mechanical Systems Improvements, by increasing the appropriation by \$6,279,746, from \$497,267 to \$6,777,013. Funding changes included are from the Bipartisan Infrastructure Law Airport Terminal Program (BIL ATP) Grant for \$5,294,746, moving \$460,000 from Capital Improvement Project 92361, Terminal Building Remodel, and \$525,000 will be from Airport Excess Reserves.

Capital Improvement Project (CIP) 92839 was first appropriated FY 2023-24 to maintain and replace mechanical systems for the Airport Terminal Building to ensure the comfort and safety of airport patrons.

Replacements are as follows:

- Replace existing Greenheck exhaust fan and curb that serves the boiler flue stack with an exhaust system specifically designed for boiler flue systems, such as Exhausto.
- Replace all three primary chilled water pumps
- Replace all three condenser water pumps
- Replace HydroChloroFluoroCarbon (HCFC)-123 chillers
- Install refrigerant leak detection system and ASHRAE 15 accessories
- Remove sand filter from chilled water loop
- Replace Cooling Towers
- Replace condenser water sand filter with basin sweep system
- Integrate chilled water and condenser water controls system into the Automated Logic Building Management System
- Replace all three hot water secondary pumps
- Replace Air Handling Unit (AHU)-025
- Replace AHU-026
- Replace AHU-031
- Replace AHU-032
- Replace AHU-027
- Install dust mitigation items in cooling tower pump rooms
- Replace AHU's-013 thru -017, & -020
- Boiler Repairs/Replacement

II. Amend Capital Improvement Project 92361, Terminal Building Remodel by decreasing the appropriation by \$460,000, from \$43,775,719 to \$43,315,719. The decrease is from Airport Cash.

Capital Improvement Project (CIP) 92361 was first appropriated in FY 2018-19 to remodel the Airport Terminal Building. This CIP is considered complete and will close at the end of FY 2023-24.

Fiscal Impact

The additional funding for Capital Improvement Project (CIP) 92839, Terminal Building Mechanical Systems is as follows:

- \$5,294,746 will be from the Bipartisan Infrastructure Law Airport Terminal Program (BIL ATP) Grant
- \$460,000 will be from Capital Improvement Project (CIP) 92361, Terminal Building Remodel
- \$525,000 will be from Airport Excess Reserves

Additional funding total is \$6,279,746; with new CIP 92839 funding total at \$6,777,013.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 41

ORDINANCE NO.

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT CAPITAL PROJECT FUND AND AIRPORT OPERTING 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 2023-24 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 2023-24 (Budget Amendment #41) for municipal purposes, as follows:

- Amend Capital Improvement Project 92839, Terminal Building Mechanical Systems Improvements, by increasing the appropriation by \$6,279,746 from \$497,267 to \$6,777,013. Funding changes included are from the BIL ATP Grant for \$5,294,746, moving \$460,000 from Capital Improvement Project 92361, Terminal Building Remodel, and \$525,000 will be from Airport Excess Reserves.
- II. Amend Capital Improvement Project 92361, Terminal Building Remodel by decreasing the appropriation by \$460,000, from \$43,775,719 to \$43,315,719. Decrease is Airport Cash.

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 ______.

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock

Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sins

Deputy City Attorney

ccdocsII/BudgetFY23-24,Amend41,ord June 19, 2024



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading Finance: Consider Budget Ordinance Amendment 42, amending the FY 2023-24 Budget for municipal purposes respecting the Operating Budget for Market Lubbock Inc.-Visit Lubbock and Sports Authority; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the FY 2023-24 MLI – Visit Lubbock and Sports Authority Operating Budget as shown in Exhibit A.

Budget Amendment 42 includes a revision to the operating budget for Market Lubbock, Inc. (MLI) - Visit Lubbock and Lubbock Sports Authority. This essential procedure is conducted each year. This is in an effort to ensure the effective allocation of resources and to support the growth and development of the City. Individual reasoning for operating budget revisions are included in Exhibit A.

Fiscal Impact

Funding for Visit Lubbock and Lubbock Sports Authority comes from hotel occupancy tax based on the annual allocation percent for each. Every year these entities receive only budgeted hotel/motel tax revenue. Revenue received over these budgeted amounts are revised annually as part of a budget amendment and are known as true-up funds. The budget is changing to account for this additional revenue as well as changes to expenses.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 42 BA 42 - Exhibit A

ORDINANCE NO.

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE OPERATING BUDGET FOR MARKET LUBBOCK INC. (MLI) – VISIT LUBBOCK AND SPORTS AUTHORITY; 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 2023-24 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 2023-24 (Budget Amendment #42) for municipal purposes, as follows:

I. Amend the FY 2023-24 MLI – Visit Lubbock and Sports Authority Operating Budget as shown in Exhibit A.

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_____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

Charl Brock

Cheryl Brock Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims Deputy City Attorney

ccdocs11/BudgetFY23-24.Amend42.ord July 26, 2024

Visit Lubbock (Convention and Visitors Bureau and Lubbock Sports) Proposed Revised Budget Fiscal Year 2023-24

		FISCAL T	ear	2023-24						
	Approved	Approved		Approved	Proposed			Proposed	Proposed	
	Budget	CVB		Sports	Re	vised Budget		Revised CVB	Re	vised Sports
	2023-24	2023-24		2023-24		2023-24		2023-24		2023-24
REVENUES										
Hotel/Motel Tax Revenue	4,902,779	3,697,485		1,205,294		4,902,779		3,697,485		1,205,294
HOT True-Up - CVB/LSA	-					584,522	1	440,824		143,698
Investment Income	173,000	129,750		43,250		173,000		129,750		43,250
Sale of Promotional Items	2,000	2,000				2,000		2,000		
Advertising Income	-					-				
Events Trust Fund Reimbursement	229,000			229,000		229,000				229,000
Event Revenue	25,000			25,000		25,000				25,000
Rent Income	6,000	4,500		1,500		6,000		4,500		1,500
Total Revenue Sources	5,337,779	3,833,735		1,504,044		5,922,301		4,274,559		1,647,742
Utilization of Net Assets	5,480,271	4,110,203		1,370,068		5,480,271		4,110,203		1,370,068
Grant from CVB	-	(4,038,748)		4,038,748		-		(4,085,050)		4,085,050
TOTAL REVENUES	\$ 10,818,050	\$ 3,905,190	\$	6,912,860	\$	11,402,572	\$	4,299,712	\$	7,102,860
EXPENSES										
PERSONNEL										
Compensation	\$ 1,255,200	959,200		296,000		1,255,200		959,200		296,000
Employee Benefits	\$ 290,700	235,900		54,800		290,700		235,900		54,800
PERSONNEL SUBTOTAL	1,545,900	1,195,100		350,800		1,545,900		1,195,100		350,800
ADMINISTRATIVE										
Bank Charges	1,500	1,130		370		1,500		1,130		370
Automobile	8,000	6,000		2,000		8,000		6,000		2,000
Pre-Employment	1,000	750		250		1,000		750		250
Member Dues/Subscriptions	78,700	59,025		19,675		78,700		59,025		19,675
Miscellaneous Expense	5,000	3,750		1,250		5,000		3,750		1,250
Professional Services	198,000	148,500		49,500		258,000	2	193,500		64,500
Staff Development	10,000	7,500		2,500		10,000		7,500		2,500
Insurance/Workers Comp.	11,600	8,700		2,900		11,600		8,700		2,900
Repairs and Maintenance	3,000	2,250		750		3,000		2,250		750
Capital Asset Purchase	32,000	24,000		8,000		32,000		24,000		8,000
Business Meetings	4,300	3,230		1,070		4,300		3,230		1,070
ADMINISTRATIVE SUBTOTAL	353,100	264,835		88,265		413,100		309,835		103,265
OFFICE										
Postage and Shipping	5,000	3,750		1,250		5,000		3,750		1,250
Rent	108,700	81,525		27,175		108,700		81,525		27,175
Storage Fees	3,000	2,250		750		3,000		2,250		750
Supplies	25,000	18,750		6,250		25,000		18,750		6,250
Telephone	26,000	19,500		6,500		26,000		19,500		6,500
OFFICE SUBTOTAL	167,700	125,775		41,925		167,700		125,775		41,925
MARKETING/SALES										
Industry Conventions	121,500	91,130		30,370		121,500		91,130		30,370
Incentives	115,000	115,000		-		115,000		115,000		-
Convention and Sports Sales	998,300	540,800		457,500		1,122,800	3	665,300		457,500
Servicing Items	90,000	67,500		22,500		90,000	5	67,500		22,500
Site Tours	180,500	170,500		10,000		180,500		170,500		10,000
Marketing	1,501,100	1,125,850		375,250		1,601,100	4	1,200,850		400,250
Public Relations	98,100	83,100		15,000		98,100	4	83,100		15,000
Sports Servicing	521,250	-		521,250		671,250	F	-		671,250
MARKETING/SALES SUBTOTAL	 3,625,750	2,193,880		1,431,870		4,000,250	5	2,393,380		1,606,870
TOURISM CAPITAL IMPROVEMENTS	5,020,100	_,100,000		., 101,070		.,000,200		2,000,000		.,000,070
Tourism Capital Projects	5,125,600	125,600		5,000,000		5,275,622		275,622		5,000,000
TOURISM CAP IMPR SUBTOTAL	 5,125,600	125,600		5,000,000		5,275,622	6	275,622		5,000,000
				3,000,000						
TOTAL OPERATING EXPENSE	\$ 10,818,050	\$ 3,905,190	\$	6,912,860	\$	11,402,572	\$	4,299,712	\$	7,102,860
	\$ 0	\$ -	\$	-	\$	-	\$; -	\$	(0)

Visit Lubbock
Schedule of Explanation for Selected Accounts
Proposed Revised Budget
Fiscal Year 2023-24

		Approved 2023-24	Proposed Revised 2023-24	Difference	Explanation
REVE	ENUES				
1	HOT True-Up - CVB/LSA	-	584,522	584,522	City estimated HOT collections allocated to Visit Lubbock for FY2023-24, which remains flat.
EXPE	INSES				
2	Professional Services	198,000	258,000	60,000	Increase for consultant fees related to new projects.
3	Convention and Sports Sales	998,300	1,122,800	124,500	New data service contract and FAM event sponsorships
4	Marketing	1,501,100	1,601,100	100,000	New marketing opportunities for travel promotion.
5	Sports Servicing	521,250	671,250	150,000	Rotating events potentially may need initial contracts & incentive payments prior to fiscal year end.
6	Tourism Capital Projects	5,125,600	5,275,622	150,022	True-up available to assist with expenses related to ball fields as allowed by TX Statute 351.101(a)(7) and visitor center as allowed by TX Statute 351.101(a)(1)



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

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

Item Summary

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between general rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program".

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between general rate cases, by applying for an interim rate adjustment, and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a ministerial reveiw of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

On or about May 17, 2024, West Texas Gas Utility, LLC ("WTG") filed for an increase in gas utility rates under the GRIP, resulting in a requested increase in the monthly customer charge (without gas cost) from \$20.62 to \$21.90 for residential customers, and from \$37.69 to \$40.28 for non-residential customers (Commercial, Public Authority, and Non-Profit).

In light of the Texas Supreme Court's opinion, the City's ability to review and effectuate a change in WTG's requested increase is limited at best. Nonetheless, to allow for a limited review of WTG's GRIP application, it is recommended that the City suspend WTG's proposed effective date from July 16, 2024, for forty-five (45) days, to August 30, 2024, as allowed by state law, so that the City may evaluate whether the data and calculations in WTG's rate application are correctly done. A copy of the full GRIP filing may be requested from the City Secretary's Office.

Fiscal Impact

Fiscal impact will be based on customer class, as stated in WTG's requested increase.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Resolution

RESOLUTION

A RESOLUTION BY THE CITY OF LUBBOCK, TEXAS, ("CITY") **RESPONDING TO THE APPLICATION OF WEST TEXAS GAS** INCREASE RATES UNDER THE GAS UTILITY, LLC, TO **RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE** DAYS: AUTHORIZING THE CITY'S PARTICIPATION IN COALITION OF CITIES KNOWN AS THE "ALLIANCE OF WEST **TEXAS GAS COMPANY MUNICIPALITIES;" REQUIRING THE REIMBURSEMENT OF COSTS; DETERMINING THAT THE MEETING** AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND **DECLARING AN EFFECTIVE DATE.**

WHEREAS: on or about May 17, 2024, West Texas Gas Utility, LLC ("WTG") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ('GRIP"), resulting in a requested increase in the monthly customer charge from \$20.62 to \$21.90 for Residential customers, and from \$37.69 to \$40.28 for non-residential customers (Commercial, Public Authority, and Non-Profit); and

WHEREAS: the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: the application to increase rates by WTG is complex; and

WHEREAS: it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in WTG's rate application are correctly done, and whether WTG's application otherwise conforms to the requirements of Texas Utilities Code § 104.301, commonly referred to as the GRIP statute; and

WHEREAS: the effective date proposed by WTG is July 16, 2024, but a suspension by the City will mean that the rate increase cannot go into effect prior to August 30, 2024.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by WTG for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application, and to determine whether WTG's application otherwise conforms to the requirements of the GRIP statute.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Alliance of WTG Municipalities ("AWM").

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with WTG's application to increase rates.

Section 5. WTG is ordered to reimburse the City's reasonable rate case expenses incurred in response to WTG's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution shall be effective immediately upon passage.

Passed by the City Council on ______

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Charl Brock

Cheryl Brock Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sins, Deputy City Attorney



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims, in *City of Lubbock v. Trumble Steel Erectors, Inc. et. al.; Cause No. DC-2024-CV-0165.*

Item Summary

The settlement agreement arises out of an October 19, 2021 incident in which the Massengale Unit #8 was damaged during conveyance of the unit for transport to a repair facility.

Fiscal Impact

Recovery of \$1,100,000 to the FY 2023-24 Electric Utility Fund.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Resolution Agreement
RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Settlement, Release, and Indemnity Agreement with Trumble Steel Erectors, Inc. d/b/a Trumble Crane and Rigging, and related documents. Said Agreement is 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 July, 2024.

MARK MCBRAYER, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Otilities

APPROVED AS TO FORM:

Keli Swan, LP& General Counsel

CAUSE NO. DC-2024-CV-0165

CITY OF LUBBOCK,	§	IN THE DISTRICT COURT OF
Plaintiff,	§ §	
vs. TRUMBLE STEEL ERECTORS, INC. D/B/A TRUMBLE CRANE AND	8 8 8 8	LUBBOCK COUNTY, TEXAS
RIGGING, Defendant.	3 § §	237 TH DISTRICT COURT

CONFIDENTIAL SETTLEMENT, RELEASE AND INDEMNITY AGREEMENT

THIS CONFIDENTIAL SETTLEMENT, RELEASE, and INDEMNITY AGREEMENT is entered into on its date of execution by and between Plaintiff CITY OF LUBBOCK and Defendant TRUMBLE STEEL ERECTORS, INC. D/B/A TRUMBLE CRANE AND RIGGING for good and valuable considerations, the receipt of which is hereby acknowledged, the Parties (as defined below) agree as follows:

I. **DEFINITIONS**

- a. "City" or "Plaintiff" shall refer to City of Lubbock.
- b. "Trumble" or "Defendant" shall refer to Trumble Steel Erectors, Inc. d/b/a Trumble
 Crane and Rigging.
- **c.** The "Drop Event" shall refer to the incident made the basis of this lawsuit in which the gas-powered turbine generator was dropped.
- **d.** The "Turbine" refers to the gas-powered turbine generator made the basis of this lawsuit.
- e. The "Contract" refers to the alleged oral contract made the basis of Plaintiff's breach of contract claim.

f. The "Lawsuit" shall mean the lawsuit bearing Cause No. DC-2024-CV-0165 which is styled *City of Lubbock v. Trumble Steel Erectors, Inc. d/b/a Trumble Crane and Rigging*, which is pending in the 237th Judicial District Court of Lubbock County, Texas.

g. The "Agreement" shall mean this Confidential Settlement Release and Indemnity Agreement.

h. "All Claims" means all existing and future claims, demands, complaints, actions and causes of action, known or unknown, asserted or unasserted, whether owned or obtained through assignment, for all existing and future damages and remedies that arise out of or are related to the Contract the Drop Event or could have been brought in any court, tribunal, or forum, in this or any other jurisdiction, in the United States of America or anywhere else, related directly or indirectly to the transactions and occurrences set forth in the Lawsuit. Under this definition, "All Claims" includes but is not limited to all claims, counterclaims, demands, lawsuits, obligations, losses, costs, expenses, remedies, and causes of action of any nature, whether in tort, contract, intentional act, or arising under or by virtue of any judicial decision, statute, regulation, ordinance, or rule, for past, present, and future injuries, property or economic damage, business interruption damages, and for all other losses and damages of any kind, including but not limited to, all actual damages, exemplary and punitive damages (if any), penalties of any kind and prejudgment and post-judgment interest, costs, and attorney's fees. "All Claims" further includes but is not limited to all elements of damages, remedies, and claims, demands, and causes of action that are now recognized by law or that may be created or recognized in the future, including without limitation, creation or recognition by statute, regulation, ordinance, rule, or judicial decision. "All Claims" further includes but is not limited to any claims for subrogation, attorney's fees, liens, workers' compensation of any and all kind, subrogation interests, punitive damages, negligence, gross

negligence (if any), negligent hiring, negligent entrustment, strict liability, products liability, breach of warranty, property damage, knowing conduct, intentional conduct, and any other possible claims or causes of action, as well as any and all liability for damages, penalties, loss of benefits of any kind, punitive or exemplary damages of any kind (if any), attorney's fees, court costs, and maintenance, prejudgment interest of any kind, post-judgment interest of any kind, or any other possible claims for damages, past, present, or future, known or unknown, fixed or contingent, and whether or not asserted against any of the Parties herein, arising out of or resulting from any claims or causes of action asserted in the Lawsuit or which arise under the Contract. Notwithstanding anything herein to the contrary, the term "All Claims" shall not be construed so as to encompass or include claims or damages held by or sustained by the City of Lubbock other than those occasioned by the Drop Event as described in the lawsuit.

II. SETTLEMENT AGREEMENT AND RELEASE

The Parties agree as follows:

A. MUTUAL RELEASES AND DISCHARGE

1. Release by City of Lubbock

In consideration of this Agreement (as well as the releases contained therein), the Plaintiff hereby completely releases, forever discharges and holds harmless Trumble from All Claims as defined herein, any and all past, present, or future claims, demands, obligations, actions, suits, causes of action, rights, damages, whether based in tort, contract, statutory action, or other theory of recovery, known or unknown, fixed or contingent, liquidated or unliquidated whether or not asserted, arising from or related to the Drop Event or which would arise from the Contract including all damages, whether for compensatory or punitive damages (if any) which City of Lubbock now has or which may hereafter accrue or otherwise be acquired. Notwithstanding anything herein to the contrary, this release shall not be construed so as to encompass or include claims or damages held by or sustained by the City of Lubbock other than those occasioned by the Drop Event as described in the lawsuit.

2. Release by Trumble

In consideration of this Agreement (as well as the releases contained therein), Trumble hereby completely releases, forever discharges and holds harmless City of Lubbock from All Claims as defined herein, any and all past, present, or future claims, demands, obligations, actions, suits, causes of action, rights, damages, whether based in tort, contract statutory action, or other theory of recovery, known or unknown, fixed or contingent, liquidated or unliquidated whether or not asserted, arising from or related to the Drop Event or which arise from the Contract including all damages, whether for compensatory or punitive (if any) which Trumble now has or which may hereafter accrue or otherwise be acquired and all claims asserted by Trumble against City of Lubbock in the Lawsuit. This Release does not extend to other projects between Trumble and City of Lubbock.

3. No release for Breach of this Agreement

Notwithstanding the releases contained in Section II of the Agreement, the Parties do not release each other for claims arising out of one Party's breach of this Agreement. In the event Defendant breach this Agreement by failing to perform its payment obligations set forth in II(B) of this Agreement, Trumble shall pay to the City any legal fees incurred in the enforcement of this Agreement.

4. Releases Given Voluntarily

It is understood and agreed that these releases are being given voluntarily by the Parties and are not based upon any representations or statements of any kind made by any other Party, their attorneys, agents, representatives, or employees as to the merits, legal liability, or value of the claims in the Lawsuit. The provision of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries, or damages which are unknown or unsuspected to exist at the time to the person executing such release are hereby expressly waived, after full consultation with counsel to the extent permissible by law.

B. <u>PAYMENTS</u>

For and in consideration of Plaintiff entering into this Agreement, and for the release, discharge and the other agreements contained herein, Defendant agrees to pay the Plaintiff the total sum of ONE MILLION AND ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,100,000) (the "Settlement Amount"). The payment of the Settlement Amount is due on or before July 12, 2024. It is acknowledged by the Parties that no portion of the proceeds paid under this agreement represent exemplary or punitive damages or statutory damages, not pre-judgment or post-judgment interest.

C. DISMISSAL WITH PREJUDICE

Plaintiff, for the consideration specified in this Agreement, agrees to dismiss the Lawsuit with prejudice thereby releasing any claims which Plaintiff may have or could have at any time in the future against Defendant in any case arising out of the Contract or the Drop Event made the basis of this lawsuit. All costs shall be borne by the party incurring the same.

D. <u>DISPUTED CASE</u>

All Parties agree that the liability of the Defendant is expressly denied, and that the payment of the consideration recited herein for this Agreement is not to be considered an admission

of liability on the part of the Defendant. Rather, such consideration is paid to compromise disputed claims, avoid the expense and uncertainties of litigation and to buy peace. All liability is expressly denied.

The Parties further represent and warrant that no other person or entity has any interest in the claims referred to in this Settlement Agreement, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement and the Parties further agree that they will not seek contribution, subrogation, or indemnification from any of the Parties or the Parties' insurers as a result of the Contract or the Drop Event.

E. <u>EFFECTIVE DATE</u>

This Settlement, Release, and Indemnity Agreement shall become effective on July 12, 2024.

F. LACK OF PROVIDING TAX CONSEQUENCES

The Defendant has not made any representations regarding any tax consequences related to this settlement.

G. MISCELLANEOUS PROVISIONS

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

This Agreement shall be interpreted, governed by, and construed in accordance with the laws of the State of Texas, without giving effect to conflicts of laws.

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject matter hereof, and it contains the entire agreement of the parties.

The Parties agree that the legal doctrines of mutual and unilateral mistake shall not apply to the interpretation of this Agreement.

Notwithstanding the provisions set forth in Section II(A)(4) of this Agreement, each party hereto shall bear all attorney's fees, expert fees, court costs, and any other expenses arising from or relating to the actions of its own counsel, the Lawsuit, the Agreement or any matter or document referred to herein.

This Agreement may be executed in multiple original counterparts, each of which may be treated as an original.

Executed this _____ day of _____ , 2024.

Representative of City of Lubbock.

Executed this <u>1st</u> day of <u>July</u>, 2024. <u>DocuSigned by:</u> <u>Representatives of Trumble Crane and Rigging</u>



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Professional Services Agreement Contract 17790, with Enprotec / Hibbs & Todd, Inc., for the Northeast Sanitary Sewer Interceptor Intermediate Lift Station Project.

Item Summary

The City of Lubbock 2020 Wastewater Collection System Master Plan has determined that surcharging conditions exist at the confluence where the Canyon Lakes Sanitary Sewer Interceptor and the Northeast Sanitary Sewer Interceptor combine.

As these sewer sheds continue to experience growth, the existing capacity limitations within the combined Canyon Lakes Interceptor line will be worsened. In order to alleviate these surcharge conditions, Enprotec/ Hibbs & Todd, Inc. will perform final design services for a new intermediate sanitary sewer lift station to intercept and convey a portion of the excess flows to an alternative interceptor line within the Northeast Sewer Shed that does not utilize the Canyon Lakes Interceptor line.

Staff recommends the award of Amendment No. 1 to Contract 17790, with Enprotec / Hibbs & Todd, Inc. with a 12-month extension to the contract for additional professional services for lift station design.

Fiscal Impact

Amendment No. 1 to Contract 17790, for \$195,000, is funded in Capital Improvement Project 92844, Lift Station Rehabilitation.

Staff/Board Recommending

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

Attachments

Resolution Amendment No. 1 Contract 17790 Location Exhibit CIP Detail Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Professional Services Agreement Contract No. 17790 for engineering services for the Northeast Sanitary Sewer Interceptor Intermediate Lift Station Project, by and between the City of Lubbock and Enprotec/Hibbs & Todd, 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

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #1 to PSA 17790 Enprotec 1.10.246.24.24

Amendment 1 To Agreement Between The City of Lubbock, TX And Enprotec / Hibbs & Todd, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 16th day of January, 2024 Contract No. 17790, by and between the City of Lubbock ("City") and Enprotec / Hibbs & Todd, Inc. ("Engineer"), collectively (the "Parties").

Engineer is providing professional services for the Northeast Sanitary Sewer Interceptor Intermediate Lift Station Project.

The Parties now agree to add additional services to the scope of the agreement.

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

The scope of the original agreement is hereby amended to include final design and bid phase services as described and set forth in "Exhibits A", attached hereto and incorporated herein. Further, the additional services herein shall be completed for an amount not to exceed one hundred ninety-five thousand dollars and 00/100 (\$195,000.00). An additional three hundred sixty-five (365) days shall be added to the term for the Engineer to complete the services herein agreed.

All other terms of the agreement remain the same and are not altered herein.

IN WITNESS HEREOF, the parties have executed this Agreement as of this _____ day of 2024.

CITY OF LUBBOCK

Enprotec / Hibbs & Todd, Inc.

TRAY PAYNE, Mayor

Jordan S. Hibbs, P.E., President

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

ilex atcliffe For Michael G. Keinum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Matt Wale for Kell Leisure, Senior Assistant City Attorney

.

EXHIBIT "A" AMENDMENT No. 1 SCOPE OF SERVICES NORTHEAST SANITARY SEWER INTERCEPTOR INTERMEDIATE LIFT STATION PROJECT ENGINEERING DESIGN SERVICES

Provider shall provide Basic and Additional Services associated with <u>PSA Contract No. 17790</u> between the CITY and PROVIDER for Professional Services dated <u>January 16, 2024</u> for the City of Lubbock Northeast Sanitary Sewer Interceptor Intermediate Lift Station Project.

The City of Lubbock has requested that Provider design an intermediate lift station to improve flow conditions within the Canyon Lakes, NW, and NE Loop 289 wastewater interceptor lines, based on the feasibility evaluation previously completed by Provider.

- General scope of the project is to design a new intermediate sanitary sewer lift station at the design capacity of 1.0 MGD, based upon the Feasibility Evaluation Technical Memorandum prepared by eHT. This scope to include:
 - o Design Phase Services:
 - Topographic Design Survey
 - Geotechnical Bore Logs
 - Environmental Evaluation and Permitting
 - Prepare Design Drawings
 - Prepare Technical Specification
 - Bid Phase Services
- This scope does not include the following services but will include them by subsequent amendment agreed upon by both parties.
 - o Construction Phase Services
 - o Post-Construction Phase Services
 - o Construction Materials Testing

I. Basic Services

- A. Preliminary Design Phase
 - 1. Under the Preliminary Design Phase, Provider shall perform the following tasks:
 - a. Develop and review new lift station design criteria with the City using the Feasibility Evaluation Technical Memorandum as guidance.
 - b. Establish lift station site location and force main route.
 - c. Coordinate collection of Topographic Design Survey information, including design-level topographic survey of the proposed site area and force main route. Design survey will include spot-confirmation of legal property boundaries taken from GIS.
 - d. Coordinate collection of Geotechnical Bore Logs at the selected lift station site and along the selected force main route. Three bore holes expected.
 - e. Prepare preliminary design of site layout and site civil improvements including concrete drive and site paving, fencing and accommodations for maintenance personnel and equipment

access to the site.

- f. Prepare preliminary routing design for new gravity and force main piping system improvements necessary to connect new lift station to existing infrastructure as required.
- g. Coordinate with electric utility provider(s) to determine cost, if any, to bring new electric service to the proposed lift station site.
- Advise City if additional reports, data, information, or services of the types not contained in this Agreement are necessary and assist City in obtaining such reports, data, information, or Services.
- i. Develop Preliminary Design Phase drawings for the proposed Lift Station Improvements.
- j. Furnish the Preliminary Design Phase drawings to and review them with City.
- k. Based on the information contained in the Preliminary Design Phase drawings, submit an Opinion of Probable Construction Cost (OPCC) for construction of the proposed improvements.
- I. Provider's Services under the Preliminary Design Phase will be considered complete when the Preliminary Design Phase documents listed above have been delivered to the City.

B. Final Design Phase

- 1. Under the Final Design Phase, Provider shall perform the following tasks:
 - a. Prepare design for new sanitary sewer lift station to include new gravity line, wet well, pumps, discharge header, valve vault, equipment pad, site paving, and other related appurtenances.
 - b. Prepare design for upstream diversion structure to be placed on the existing NE Loop 289 interceptor line to divert flow to the new lift station.
 - c. Prepare design for force main from new lift station site to a new manhole to be placed on the existing Alternative NE interceptor line in Zennith Avenue and 8th Street. Design will use existing utility information taken from GIS records and the Topographic Design Survey.
 - m. Prepare design for new electrical systems to include electrical gear for proposed equipment. Coordinate with electric utility to bring new service to existing location, if required. Any costs associated with extension of utility service to be paid by the City.
 - d. Prepare design for new diesel-powered emergency backup generator for the lift station.
 - e. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
 - f. Advise City of any adjustments to the OPCC and any adjustments to Total Project Costs known to Provider.
 - g. Furnish the Final Design Phase documents to and review them with City. Make any final

modifications or changes as requested by the City.

- h. Submit 2 copies and 1 pdf of the final Design Phase Documents and OPCC to City.
- i. Submit final Design Phase Documents to the TCEQ and coordinate response to any comments.
- 2. Provider's Services under the Final Design Phase will be considered complete when the final copies of the Design Phase Documents required above have been delivered.

C. Bid Phase

- 1. After acceptance by City of the final Design Phase Documents and the most recent OPCC as determined in the Final Design Phase, Provider shall perform the following tasks:
 - a. Assist City in advertising for and obtaining proposals for the Work for the prime contract and, if applicable, attend a pre-Bid conference.
 - b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - c. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - d. Assist City in evaluating bids or proposals.
 - e. City will deliver to Provider an electronic copy of the bid proposals and will review the qualifications of the low bidder along with the Provider. After review and discussion of low bidder qualifications between City and Provider, Provider will develop an Engineer's letter of recommendation of award.
- 2. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

IV. Additional Services – Having a Determined Scope and Requiring City's Authorization in Advance

- A. With written notice to proceed, Provider shall provide the following additional services:
 - 1. Provide coordination with regulatory agencies (TCEQ) and required documents for environmental clearance for the proposed Project after City approval of preliminary design.
 - 2. Provide Topographic Design Survey for proposed improvements, including approximately 4-acre area for proposed lift station site along Oak St and approximately 3,300 feet of force main route.
 - Provide and complete Geotechnical Bore Logs at the proposed lift station site and two locations along the proposed force main route.
- II. Additional Services- Not having a Determined Scope and Requiring City's Authorization in Advance
 - A. If authorized in writing by City, Provider shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by City.

- 1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Provider or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Provider's control.
- 2. Furnishing services of Provider's Consultants for other than Basic Services, or authorized Additional Services.
- 3. Services attributable to multiple prime construction contracts, in excess of the one (1) contemplated under this Agreement.
- 4. Services during out-of-town travel required of Provider other than for visits to the Site or City's office, or the Texas Commission on Environmental Quality.
- 5. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by City; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 6. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 7. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- 8. Preparing to serve or serving as a consultant or witness for City in any litigation, arbitration or other dispute resolution process related to the Project.
- 9. Other services performed or furnished by Provider not otherwise provided for in this Agreement.

EXHIBIT "B" AMENDMENT No. 1 COMPENSATION AND SCHEDULE NORTHEAST SANITARY SEWER INTERCEPTOR INTERMEDIATE LIFT STATION PROJECT

This EXHIBIT B, consisting of 2 pages, referred to in and part of <u>PSA Contract No. 17790</u> between CITY and PROVIDER for Professional Services dated ______, 2024 for the City of Lubbock Northeast Sanitary Sewer Interceptor Intermediate Lift Station Project.

I. For Basic Services Having a Determined Scope – Lump Sum Method of Payment

- A. CITY shall pay PROVIDER for Basic Services set forth in Exhibit A, as follows:
 - 1. Lump Sum Amount of <u>\$150,000.00</u> for Basic Services based on the following estimated distribution of compensation:

TASK I	Preliminary Design Phase	\$45,000
TASK II	Final Design Phase	\$90,000
TASK III	Bid Phase	\$15,000

- PROVIDER may alter the distribution of compensation between individual tasks noted for basic services herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amounts unless approved in writing by the CITY.
- The Lump Sum includes compensation for PROVIDER's services and services of PROVIDER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- The portion of the Lump Sum amount billed for PROVIDER's services will be based upon PROVIDER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

II. Schedule of Services

A. Time of Completion for Design and Bid Phase Services of the project from written Notice to Proceed (NTP) are as follows:

TASK I	Preliminary Design Phase		
TASK II	Final Design Phase		
TASK III	Bid Phase	60 days	
(End of Scope under this agreement)			

- III. For Additional Services Having a Determined Scope Lump Sum Method of Payment
 - A. CITY shall pay PROVIDER for Additional Services set forth in Exhibit A, as follows:
 - 1. Lump Sum Amount of <u>\$45,000.00</u> for Additional Services based on the following estimated distribution of compensation:

TASK I	Environmental and Permitting Coordination	\$15,000
	Design Survey	
	Geotechnical Bore Logs	

IV. For Services Not Having a Determined Scope - Time and Expense Method of Payment

- A. CITY shall pay PROVIDER for services not having a defined scope on a time and expense basis according to the following Schedule of Charges. Services not determined herein will not be performed unless authorized in writing by CITY.
- B. Schedule of Charges is subject to an annual adjustment in January. (See attached):

Enprotec / Hibbs & Todd, Inc. CURRENT HOURLY CHARGES FOR PROFESSIONAL SERVICES

Charges include all salaries, salary expense, overhead, and profit.

Principal	
Senior Project Manager	
Project Manager	
Senior Engineer / Geologist	
Project Engineer / Geologist	
Staff Engineer I / Geologist I	
Staff Engineer II / Geologist II	
RPLS I	
RPLS II	
Operations Specialist / Regulatory Compliance Specialist	
Contract Operator (Certified Class A/B Operator)	
Contract Operator (Certified Class C/DWater Operator)	
Engineering / Field Technician I	
Engineering / Field Technician II	
Engineering / Field Technician III	
CAD I	
CAD II	
CAD III	
Administrative	
Survey Party	
Expense Items	
Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile

Lodging and meals (out of town trips).....Actual cost

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17790 is entered into this day of ______, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Enprotec / Hibbs & Todd, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Northeast Sanitary Sewer Interceptor Intermediate Lift Station Project, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 365 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 \$49,500 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 "A", attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Engineer is at all times responsible to the City to perform the Services as provided in this Agreement and the Engineer is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Engineer shall be required by the Engineer to carry, for the protection and benefit of the City and the Engineer and naming said third parties as additional insureds, insurance as described above required to be carried by the Engineer in this Agreement.

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

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

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

Enprotec / Hibbs & Todd, Inc.

Joe Mangrem, P.E. 402 Cedar Street Abilene, Texas 79601 Telephone: 325.698.5560 Email: joe.mangrem@e-ht.com C. City's Address. The City's address and numbers for the purposes of notice are:

Zoltan Fekete, P.E. City of Lubbock P.0. Box 2000 1314 Avenue K Lubbock, Texas 79457 Telephone: 806.775.3317 Email: zfekete@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 thencurrent 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 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.

R. 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.

S. 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.

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

Maria Alvarez, Director of Purchasing and Contract Management

APPROVED AS TO CONTENT:

Michael M

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

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Enprotec / Hibbs & Todd, Inc.

By: Scott F. Hibbs, P.E.,

Email: scott.hibbs@e-ht.com

EXHIBIT "A"

SCOPE OF SERVICES NORTHEAST SANITARY SEWER INTERCEPTOR INTERMEDIATE LIFT STATION PROJECT ENGINEERING DESIGN SERVICES

Provider shall provide Basic and Additional Services associated with <u>PSA Contract No. 17790</u> between the CITY and PROVIDER for Professional Services dated ______, 2024 for the City of Lubbock Northeast Sanitary Sewer Interceptor Intermediate Lift Station Project.

The City of Lubbock 2020 Wastewater Collection System Master Plan has identified that surcharging conditions exist where the Northwest Basin and Northeast Loop 289 Basin interceptor lines converge to create the Canyon Lakes interceptor line. It is apparent that the physical capacity of the existing Canyon Lakes interceptor line cannot effectively convey the volume of flows being collected from these two large basins, which causes flows to backup and create surcharging conditions within all three interceptor lines. As these basins continue to experience growth the existing capacity limitations within the Canyon Lakes interceptor line will be worsened. In order to alleviate these surcharge conditions, the City has requested that Provider evaluate the feasibility of constructing a new intermediate sanitary sewer lift station to intercept and convey a portion of the Northeast Loop 289 Basin flows to an alternative collection system interceptor line within the Northeast Loop 289 Basin that does not utilize the Canyon Lakes interceptor line.

- General scope of the project to include:
 - Prepare a Technical Memorandum (TM) summarizing the evaluation and feasibility of constructing a new intermediate lift station within the NE Loop 289 Basin intended to improve surcharging conditions caused by capacity limitations within the Canyon Lakes interceptor line.
 - Provide capacity assessment of the alternative collection system interceptor line within the NE Loop 289 basin by means of field data collection. No flow metering is included.
 - Provide limited topographic field surveying necessary to collect critical elevation information for the identified wastewater collection system (verify manhole locations and depths, etc.). City GIS records will be the primary basis of this evaluation.
- This scope does not include the following services but will include them by subsequent amendment agreed upon by both parties.
 - o Design Phase Services
 - Topographic Survey for Design Phase Services
 - Geotechnical Investigation
 - Environmental Evaluation and Permitting
 - Prepare Contract Documents
 - o Bid Phase Services
 - o Construction Phase Services
 - o Post-Construction Phase Services
- 1. Basic Services
 - A. Planning Phase
 - 1. Once authorized by the City, the Provider shall:
 - a. Conduct a Project Kickoff Meeting. Meeting shall include key members of Engineer's Project Team and the City. The meeting shall focus on the scope of work, schedule, deliverables, protocols for communication throughout the project, and coordination on initial data collection

activities.

- b. Review and analyze existing reports and/or studies (provided by City).
- c. Review and analyze existing wastewater collection system piping and elevation information from City GIS records (to be provided by City).
- d. Coordinate collection of initial topographic field survey information as required for Planning Phase.
- e. Prepare a Technical Memorandum (TM) summarizing the evaluation findings and feasibility of the proposed improvements.
- f. Develop Planning Phase exhibit drawings showing the extent and limit of the proposed improvements, consisting of up to 2 alternative lift station site locations, up to 2 alternative force main route options, and up to 2 discharge manhole locations, including identification of all impacted properties along each route. Parcel information to be based on latest City GIS mapping database.
- g. Based on the information contained in the Planning Phase exhibit drawings, submit an Opinion of Probable Construction Cost (OPCC) for construction of the proposed improvements along each of the identified routes.
- h. Furnish the Planning Phase TM, exhibit drawings, and OPCCs to and review them with City.
- i. Advise City if additional reports, data, information, or services of the types not contained in this Agreement are necessary and assist City in obtaining such reports, data, information, or Services.
- j. Provider's Services under the Planning Phase will be considered complete when the Planning Phase documents required above have been delivered to the City.

II. Additional Services- Not having a Determined Scope and Requiring City's Authorization in Advance

- A. If authorized in writing by City, Provider shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by City.
 - 1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Provider or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Provider's control.
 - 2. Furnishing services of Provider's Consultants for other than Basic Services, or authorized Additional Services.
 - 3. Services attributable to multiple prime construction contracts, in excess of the one (1) contemplated under this Agreement.
 - 4. Services during out-of-town travel required of Provider other than for visits to the Site or City's office, or the Texas Commission on Environmental Quality.

- 5. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by City; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 6. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 7. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- 8. Preparing to serve or serving as a consultant or witness for City in any litigation, arbitration or other dispute resolution process related to the Project.
- 9. Other services performed or furnished by Provider not otherwise provided for in this Agreement.

EXHIBIT "B"

COMPENSATION AND SCHEDULE NORTHEAST SANITARY SEWER INTERCEPTOR INTERMEDIATE LIFT STATION PROJECT

This EXHIBIT B, consisting of 2 pages, referred to in and part of <u>PSA Contract No. 17790</u> between CITY and PROVIDER for Professional Services dated ______, 2024 for the City of Lubbock Northeast Sanitary Sewer Interceptor Intermediate Lift Station Project.

- I. For Basic Services Having a Determined Scope Lump Sum Method of Payment
 - A. CITY shall pay PROVIDER for Basic Services set forth in Exhibit A, as follows:
 - 1. Time and Expense Amount of not to exceed <u>\$49,500.00</u> for Basic Services based on the following estimated distribution of compensation:
 - TASK I Planning Phase\$49,500
- II. Schedule of Services
 - A. Time of Completion for Planning Phase Services of the project from written Notice to Proceed (NTP) are as follows:
 - TASK I Planning Phase 120 days
- III. For Services Not Having a Determined Scope Time and Expense Method of Payment
 - A. CITY shall pay PROVIDER for services not having a defined scope on a time and expense basis according to the following Schedule of Charges. Services not determined herein will not be performed unless authorized in writing by CITY.
 - B. Schedule of Charges is subject to an annual adjustment in January. (See attached):

Enprotec / Hibbs & Todd, Inc. CURRENT HOURLY CHARGES FOR PROFESSIONAL SERVICES

Charges include all salaries, salary expense, overhead, and profit.

Principal	
Senior Project Manager	190.00 per hour
Project Manager	170.00 per hour
Senior Engineer / Geologist	150.00 per hour
Project Engineer / Geologist	
Staff Engineer I / Geologist I	
Staff Engineer II / Geologist II	
RPLS I	
Operations Specialist / Regulatory Compliance Specialist	
Contract Operator (Certified Class A/B Operator)	
Contract Operator (Certified Class C/D Water Operator)	
Engineering / Field Technician I	135.00 per hour
Engineering / Field Technician II	110.00 per hour
Engineering / Field Technician III	
Survey Tech I	85.00 per hour
Survey Tech II	65.00 per hour
CAD I	130.00 per hour
CAD II	
CAD III	65.00 per hour
Administrative	70.00 per hour
Survey Party	5.00 per hour - 3 man
	0.00 per hour - 2 man
	5.00 per hour - 1 man
Expense Items	
Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)Cur	rrent IRS rate per mile
Lodging and meals (out of town trips)	Actual cost


City of Lubbock Capital Project Project Cost Detail July 9, 2024

Capital Project Number:		92844
Capital Project Name:	Lift Station Reha	abilitation
Encumbered/Expended	Budg	get
Contract 17790 with eHT for LS design	\$	49,500
Staff time		6,504
Agenda Item July 9, 2024		
Amendment No. 1 to Contract 17790		195,000
Encumbered/Expended To Date		251,004
Estimated Cost for Remaining Appropriation		
Construction, lift station rehabilitation		1,198,996
Remaining Appropriation		
Total Appropriation	\$	1,450,000

Mubble CIP 92844 Lift Station Rehabilitation

Infrastructure Improvements

Project Manager: Mary Gonzales - Wastewater

Project Scope

This project includes the design, purchase, installation, and replacement of the electrical and mechanical equipment at Lift Stations. This project also includes the installation of new infrastructure as needed for the sanitary sewer collection system.

Project Justification

Lift Station equipment in many areas of Lubbock is aged and replacement parts are increasingly hard to obtain. The equipment needs to be updated with newer equipment and also is able to handle continued growth in the Lubbock area. This project includes the design and construction of the northeast intermediate lift station and force main.

Project Highlights

Council Priorities Addressed: Growth and Development Fiscal Discipline Community Improvement Redeveloment

Project Dates

Northeast Intermediate Lift Station: Feasibility Study: 04/2024 Design Start: 06/2024 Design Completion: 12/2024 Bid for Construction: 01/2025 Award Bid: 03/2025 Construction Start: 04/2025 Construction Completion: 12/2025

Project History

• FY 2023-24 \$1,450,000 was appropriated by Ord. 2023-00108

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$1,250,000	\$1,300,000	\$350,000	\$400,000	\$450,000	\$500,000	\$500,000
TOTAL	\$1,450,000	\$1,300,000	\$350,000	\$400,000	\$450,000	\$500,000	\$500,000

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Water/Wastewater Fund Cash	\$1,450,000	\$1,300,000	\$350,000	\$400,000	\$450,000	\$500,000	\$0
TOTAL	\$1,450,000	\$1,300,000	\$350,000	\$400,000	\$450,000	\$500,000	\$0

Operating Budget Impacts

	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Facilities Maint & Custodial	\$0	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Consumable Supplies	\$0	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400
TOTAL	\$0	\$4,900	\$4,900	\$4,900	\$4,900	\$4,900



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Public Works Traffic Management: Consider a resolution authorizing the Mayor to execute Contract 17627, with Kimley Horn and Associates, to develop a safety action plan as part of the Safe Streets for All Program.

Item Summary

The purpose of the Safe Streets for All Grant Program is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries. The program is handled in two parts; the development of a comprehensive safety action plan and the implementation of that plan.

The City issued a Request for Proposals (RFP) for services related to the development of a safety action plan. The consultant will collect crash data from locations throughout the City, and develop a set of deliverables including a crash heat map, a high crash intersections map, and a bicycle and pedestrian crash heat map. Utilizing this data, the consultant will identify roadways throughout the City that should be a priority for short and long-range projects to improve safety throughout the City for all roadway users.

Once the safety action plan is created, the City will be eligible to apply for federal funding to implement countermeasures identified in the safety projects developed by the consultant.

In response to RFP-24-17627-YB, proposals were received and opened on April 4, 2024, and were evaluated using the following criteria:

- 20 points for the consultant's related experience;
- 20 points for qualifications of the project's manager and key staff;
- •15 points for the consultant's understanding of the project's scope and knowledge of local/regional issues;
- •15 points for the consultant's understanding of the project;
- •15 points for the consultant's current workload and ability availability for this project; and
- •15 points for price.

After the proposals were evaluated, the following ranking was obtained.

Consultant	Points/100
Kimley Horn and Associates, Inc., Richardson, Texas	97.23
The Goodman Corporation, Houston, Texas	93.25
Toole Design Group, LLC, Austin, Texas	89.26
TJKM, Inc., Pleasanton, California	86.33
QHSE Energy Services, LLC, Katy, Texas	42.60

Staff recommends awarding the contract to the highest ranked proposer, Kimley Horn and Associates, Inc. of Richardson, Texas. After negotiations, staff reached an agreement for an amount not to exceed \$160,128.

Fiscal Impact

The total of the agreement is estimated to be \$160,128.00. \$160,000.00 is available in Special Grant Account 85018.8801. Up to \$160,000.00 will be reimbursed to the City by the Federal Highway Administration, as part of the Safe Streets for All Program.

This grant requires a 20% local match. The local match may include both cash, as well as in-kind contributions. It is anticipated that the majority of the local match will be in-kind contributions through work completed by the Traffic Management Department. All other funds will come from the Traffic Management Operations Budget.

Staff/Board Recommending

Erik Rejino, Assistant City Manager L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution Contract 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. 17627 for Consulting Services in connection with the development of a Comprehensive Safety Action Plan for the City of Lubbock, by and between the City of Lubbock and Kimley-Horn and Associates, 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

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

0 Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract 17627-Kimley-Horn and Associates, Inc. June 19, 2024

City of Lubbock Consulting Services to Develop City of Lubbock Safety Action Plan Agreement

This Service Agreement (this "Agreement") is entered into as of the _____ day of _____ 2024 ("Effective Date") by and between Kimley-Horn and Associates, Inc. (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 24-17627-YB, Consulting Services to Develop City of Lubbock Safety Action 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 Consulting Services to Develop City of Lubbock Safety Action 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 Scope of Services
- 3. Exhibit B Fee Breakdown
- 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 term of this Agreement commences on the Effective Date and continues without interruption for a term of seven (7) months. If the Firm determines that additional time is required to complete the Services, the Director of Traffic Management, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional two (2) months of time so long as the amount of the consideration does not increase.
- 1.2 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.

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 provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
- 2.13 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.
- 2.14 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract 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 and provide 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

Mayor

BY:

CONTRACTOR

ATTEST:

Authorized Representative

DOUGLAS ARNOLD

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

David Bragg, Director of Traffic Management

APPROVED AS TO FORM

Mitch Satterwhite, First Assistant City Attorney

Print Name

BOI CHEMMY STREET FOUTE 1800 Address

TONT WONTH. 76102 City, State, Zip Code

EXHIBIT "A" SCOPE OF SERVICES

Agreement between the City of Lubbock, Texas (City) and Kimley-Horn and Associates, Inc. (Consultant) For the following project:

Development of a Comprehensive Safety Action Plan (CSAP) for the City of Lubbock

PROJECT DESCRIPTION

The Consultant will conduct a targeted safety analysis to identify a high-injury network (HIN) and develop a Comprehensive Safety Action Plan (CSAP) for the high crash density roads in the City of Lubbock. The CSAP's development will integrate public engagement and an internal City of Lubbock Vision Zero Task Force to provide direction throughout the process. The final CSAP will identify projects, programs, and policies for the City to implement all aimed at adopting a Vision Zero type policy and a commitment to reducing roadway fatalities through better roadway and intersection design.

The Consultant shall perform the following Professional Services:

TASK SUMMARY

Task 1: Project Management and Meetings

This task is intended to run concurrently through the planning process. Task 1 covers the time intended for initial set-up and coordination over the duration of the project. Within this task are 3 anticipated deliverables that are split into subtasks.

1.1 Project Workplan

The Consultant will kick off the project by creating a workplan that serves as a document for both the internal project team and the City's team and sets expectations for communication guidelines, upcoming tasks, and overall project progress. The workplan will be used as a guide during progress meetings to illustrate how our progress compares with the initial schedule.

1.2 Request for Data

The Consultant will create a request for data list with technical data and applicable documents needed from the City, including items identified in the scope of work. This will allow our team to begin the Needs Assessment, with all the City's data organized into one central database. The Consultant will create and provide a ShareFile link to host all appropriate project data. The data to be requested from the City includes but is not limited to the following:

- City Limits
- ETJ
- County Parcel data with building (living area) square footage and state land use code
- Building Footprints
- Existing Public Facilities (parks, schools, municipal sites, etc.)
- Existing Land Use
- Existing Zoning Map

- Master Thoroughfare Plan
- Existing Roadway Inventory (centerlines with number of lanes, presence of medians, and other cross section information)
- Existing Trails, Sidewalks, or other Pedestrian Infrastructure
- Existing Bicycle Facilities
- Roadway Projects Currently in Development or Planned for Future Development
- Floodplain Data or Other Natural Barriers
- Railroads
- Freight Routes
- Existing Traffic Counts

Using the data collected from the City and other sources such as TxDOT and the Census/American Community Survey, The Consultant will create the following maps to understand existing conditions for the CSAP:

- Existing Roadway Network
- Existing Bicycle & Pedestrian Network
- Existing Rail & Freight Network
- Current Roadway Projects
- Existing Congestion (Volume-to-Capacity Ratio)
- Transportation & Economic Disadvantaged Census Tracts

1.3 Vision Zero Task Force Meetings

It is anticipated that the City will create an internal working group (Vision Zero Task Force) to act as the primary stakeholders throughout the CSAP's development, meeting with the Consultant's project team as needed virtually.

To establish an ongoing safety effort in the City of Lubbock, a Vision Zero Task Force will be created to oversee the CSAP's development at key touchpoints in the process. The City will identify the members to serve on the Task Force. It is recommended that Task Force members represent a variety of professionals relevant to the commitment and improvement of roadway safety such as police department, fire department, planning, engineering (operations), Lubbock MPO, West Texas Cycling Association, and CitiBus. In total, The Consultant will send up to two (2) team members for the "In-Person" meetings mentioned below. The Task Force meetings that will follow the below format:

- Meeting 1: Kick-Off & Goal Setting (Virtual)
- Meeting 2: High-Injury Network Results (In-Person)
- Meeting 3: Policy Review/Action Plan (In-Person)
- Meeting 4: Final CSAP Review (Virtual)

<u>Task 1 Deliverables:</u> Project Workplan, Data Needs Request, Existing Conditions Maps, Vision Zero Task Force Meetings (4)

Task 2: Public Engagement

2.1 Community Engagement Plan

The project team will develop a plan for community and stakeholder (public) outreach and a strategy for communication. This Community Engagement Plan (CEP) will incorporate outreach and engagement methods that foster meaningful participation and provide needed input for the successful development and implementation of the CSAP. The CEP will also identify a list of key stakeholders to make sure the project team is involving and addressing various interest groups' concerns. The strategy will leverage existing communication channels and identify any supplemental strategies needed to educate and engage the community on the project.

2.2 Public Meetings

Engaging with the public is important for maintaining transparency and encouraging strong communication channels with the public. The city will host two public meetings as "pop-up" style events that utilize the City's already existing public events. The Consultant will send one (1) local team member to be in attendance and help assist the city as needed.

We anticipate the first pop-up meeting to take place after the needs assessment is completed but will be presented as a "blank canvas" opportunity to give feedback without recommendations to respond to. Our intent is to incorporate public ideas with other technical analysis to present as recommendations, maps, cross sections, and policy recommendations at the second pop-up meeting for confirmation of draft results, which will also be hosted by the city. The Consultant will send one (1) local team member to be in attendance and help assist the city as needed.

Task 2 Deliverables: Pop-Up Meetings (2)

Task 3: Equity and Underserved Community Evaluation

The Consultant will conduct an equity analysis with the goal of making the CSAP responsive to the needs and priorities of all communities and promoting equitable outcomes across the region. The following equity activities will be conducted.

3.1 Equity Analysis

The Consultant will prepare an equity analysis to support a SS4A CSAP that is responsive to the needs and priorities of all communities in the study area. The Consultant will complete the following equity analysis activities:

- The Consultant will develop a map and corresponding database that includes the geographic location and physical characteristics of areas of underserved population as it relates to equity and safety factors in the SS4A CSAP. The Consultant will use the SS4A Underserved Community Mapping Tool to identify underserved areas which utilizes Census tracts identified in the USDOT Equitable Transportation Community Explorer Tool and Census tracts identified in the Climate and Economic Justice Screening Tool.
- The Consultant will analyze safety outputs from the safety analysis against regional underserved census tracts, minority community populations, household income, and

other available census shapefile data to determine specific locations for targeted roadway safety improvements that will impact underserved communities.

- The Consultant will identify specific underserved community Census tracts that are most affected by crashes, and this data will be presented by transportation mode.
- The Consultant will assess the demographic characteristics of these communities, including race, ethnicity, income, and other relevant factors, to understand whether certain groups are disproportionately impacted by safety risks.
- The Consultant will evaluate the effectiveness of current safety measures, or lack of, in addressing the needs of these communities and identify any gaps in safety measures or strategies for infrastructure improvements.
- The Consultant will consider the potential unintended consequences of proposed safety actions and develop strategies to mitigate these risks.

Task 3 Deliverables: Equity analysis map and outcomes summary

Task 4: High-Injury Network

4.1 Crash History Analysis

The Consultant will collect crash data from the last five years using the TxDOT Crash Records Information System (CRIS) Database. Using this data, the project team will create the following maps to better understand existing crash hotspots citywide:

- Crash Heat Map
- High Crash Intersections Map
- Bicycle & Pedestrian Crash Heat Map

4.2 High-Injury Network Model

Using traffic volume data provided by the City and/or TxDOT along with crash data from the CRIS Database, the Consultant will use ArcGIS Pro to identify the roads which have the highest crash rates for fatal or injury-related crashes (KABs). Based on the results of these calculations, a subset of the roadways in the City will be identified as the High-Injury Network (HIN). This HIN is created to identify which roads should be the City's priority for short- or long-range safety projects.

<u>Task 4 Deliverables:</u> Citywide Crash Heat Map, High Crash Intersections Map, Bicycle & Pedestrian Crash Heat Map, ArcGIS HIN Model, HIN Map & Shapefile, HIN Facilities List

Task 5: Countermeasure Analysis

5.1 Field Observations

Using the High Injury Network created by the Consultant, the City will identify up to three (3) corridors to study further through countermeasure analysis (study corridors could be up to one mile in length). The project team will spend up to one day conducting field observations along the corridors to understand the following conditions:

• Poor sight distance at intersections or driveways

- Overgrown vegetation or other obstacles in the travel way
- Speeding or traffic control compliance issues
- Any substandard or out of date roadway design
- ADA accessibility compliance issues
- Existing interaction between mode users

A summary of the field observations will be included in the final CSAP document along with any relevant photographs.

5.2 Countermeasure Identification

Using police crash reports provided by the City, the Consultant will examine the trends in fatal and severe crashes (KABs) along the study corridors to identify appropriate safety countermeasures for implementation. Analysis of crash locations, severity, along with contributing factors and crash types will also be evaluated. If needed, the Consultant may also require traffic signal timing sheets to better understand operations at high-injury traffic signals. The identified countermeasures will be visualized graphically on existing aerial imagery of the study corridors to aid in visualizing the proposed improvements. This evaluation will also make recommendations to improve racial equity and reduce barriers to opportunity.

5.3 CMF Application

This process includes applying countermeasure crash modification factors (CMFs) to the existing crash data to project the anticipated safety benefits from the applied improvements. The results of these calculations will be provided in an Excel spreadsheet. For implementation purposes, these safety countermeasure projects will also be incorporated in Task 6.2. Action Plan Matrix.

<u>Task 5 Deliverables</u>: Field Observations Summary, Study Corridor Recommendations Exhibits, CMF Calculations Worksheet

Task 6: Action Plan

6.1 Policy Review

The Consultant team will assess up to three (3) current policies, plans, guidelines, and/or standards (e.g., manuals) chosen by the City to identify opportunities to improve how processes prioritize transportation safety. The resulting policy review will be recorded in an excel worksheet with a "keep," "revise," or "remove" based on recommended improvements to the policies. The following are examples of policies that could be reviewed:

- Arterial Master Plan
- Lubbock Bicycle and Pedestrian Master Plan
- ADA Gap Analysis

6.2 Action Plan Matrix

The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate. Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list will include specific projects and

strategies, or descriptions of programs of projects and strategies, time ranges when projects will be deployed, and explains prioritization criteria used. It will also include a description of how progress will be measured over time with outcome data.

Task 6 Deliverables: Policy Review, Action Plan Matrix

Task 7: Documentation and Adoption

7.1 SS4A CSAP Document Preparation

The Consultant will prepare three deliverables of the SS4A CSAP document and will submit each of these document editions for a single round of review from the SS4A Vision Zero Task Force and City of Lubbock staff.

- **90% Submittal:** The Consultant will prepare and submit an electronic copy of the report for Task Force review.
- **100% DRAFT Submittal:** The Consultant will address one round of Task Force comments and submit and electronic copy of the report to the Task Force for review.
- **100% FINAL Submittal:** The Consultant will address one round of Task Force review comments and provide an electronic copy of the final report.

Prior to the 90% submittal, the Consultant will prepare a document outline and proposed document template style for review and approval by City.

7.2 Documentation and Adoption

The Consultant will provide the 100% Final document for adoption by City Council. The Consultant will provide two opportunities for review before presenting the report to the public. The final document must be adopted and posted publicly, to receive reimbursement funds from USDOT.

The Consultant will make one trip to attend up to one (1) meeting outside of the Task Force to present on the CSAP final report before its adoption. The materials for these meetings are anticipated to be pulled from the report or previous meetings as the project will be in its final phase.

Task 7 Deliverables: CSAP Report Draft, Final CSAP Report (2), Adoption Presentation

Notes and Assumptions

Our Scope and Fee are based on the following:

- 1. Fees are to perform each task one time. Revisions to address Jurisdictional or Client review comments will be made on an hourly basis under the appropriate Submittals Task.
- 2. Our services will be performed in general accordance with current published FHWA guidelines.
- 3. Effort resulting from changes to the project direction after commencement of our work will be additional services.
- 4. It is expected that the City provide all requested documents, crash data, counts, signal timing, and GIS shapefiles as needed. Any recreation of data will be considered an additional service. The Service Provider will not be liable for errors or omissions in the provided material.
- 5. No survey will be acquired as part of this project. Any exhibits or concepts produced are not intended for construction purposes and will be preliminary in nature.
- 6. Completion of the CSAP is the first step towards application to USDOT for Implementation Grants and does not guarantee acceptance for Implementation Grant. Application to that program will be an additional service.
- 7. The Consultant will not submit any in-kind time tracking verification documents to USDOT to waive the cash contribution requirements.
- 8. It is expected that the City of Lubbock will coordinate and correspond with Task Force members, scheduling of times, dates, and venues for in-person and virtual meetings. Review of draft documents and presentations in a timely manner to adhere to the project schedule.
- 9. Services that are not specified under Scope of Services, including any additional meetings requested by the Client, will be provided as additional services when requested and authorized in writing by the Client. Compensation for additional services will be on a time and materials basis in accordance with our Standard Hourly Rate Schedule.

Additional Services

City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

- Social Media Content/Management
- Additional Reports or Documents
- Creation of new datasets such as roadway inventory, traffic volumes, etc.
- Additional Meetings
- Traffic counts, traffic projections, traffic signal timing
- PS&E Design Services
- Preparation for and attendance at meetings besides meetings identified above
- Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies

- Application to USDOT for Implementation Grants
- Coordination with outside agencies, other than City of Lubbock
- Any services not listed in the Scope of Services

Schedule

The Consultant will work with the City to develop a mutually acceptable project schedule. Every effort will be made to complete the CSAP prior to the 2025 SS4A Implementation plan application deadline.

- End of Scope of Services -

EXHIBIT "B" FEE BREAKDOWN

The Consultant will perform the services in Tasks 1 - 7 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task and Fee Summary Table

		ψ 12,100
Task 7	Documentation and Adoption	\$ 12,100
Task 6	Action Plan	\$ 29,428
Task 5	Countermeasure Analysis	\$ 37,900
Task 4	High-Injury Network	\$ 38,100
Task 3	Equity and Underserved Community Evaluation	\$ 15,900
Task 2	Public Engagement	\$ 6,900
Task 1	Project Management and Meetings	\$ 19,800

Lump Sum (LS) Subtotal:

\$160,128

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

VENDOR ACKNOWLEDGEMENT

In compliance with this procurement, the undersigned offeror having examined the request for proposal, instructions to offerors, documents associated with the request for proposals, and being familiar with the conditions to be met, has reviewed the information regarding:

- Insurance Requirements
- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code 2274

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in proposal rejection.

K Jale P.E.

Authorized Signature

Aaron K. Rader, P.E.

Print/Type Name

Kimley-Horn and Associates, Inc. Company Name Vice President and Authorized Signer

Title

4/4/2024

Date

13455 Noel Road, Suite 700 Address

Dallas, TX 75240

City, State Zip Code

Contact for questions, clarifications, etc.				
Name and Title:	Name and Title: Hiron Fernando, P.E. Project Manager			
Mailing Address: 2600 N Central Expressway, Suite 400				
City, State, Zip: Richardson, TX 75080				
Telephone No:	972.770.3023			
Fax No:	N/A			
E-Mail:	hiron.fernando@kimley-horn.com			

INSURANCE REQUIREMENTS

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.

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.

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):

Auto Liability Requirements: \$1M/occurrence is needed.

Commercial General Liability Requirements: \$1 M 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 **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

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

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

NOTICES

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

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

Marta Alvarez, Director of Purchasing & Contract Management City of Lubbock 1314 Avenue K, 9th Floor Lubbock, Texas 79401

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 24-17627-YB Consulting Services to Develop City of Lubbock Safety Action Plan

Notice was published in the Lubbock Avalanche Journal on March 17 & March 24, 2024.
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 March 15 to April 02, 2024.
14 individuals attended the pre-proposal meeting.
31 vendors downloaded the documents using Bonfire.com.
5 vendors submitted proposals.



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 18045, with Lydick-Hooks, for the complete roof replacement of Pump Station No. 14 located at 7308 Milwaukee Avenue.

Item Summary

The City issued an Invitation to Bid (ITB) for roof replacement of Pump Station No. 14, as detailed and specified with a water-tight system, per current building and energy codes. The scope of work consists of 5,608 square feet of roofing, flashings, copings, skylights and any other materials required for a complete roofing system.

In response to ITB 24-18045-DRH, the following bids were received and opened on May 29, 2024.

Contractor	Amount
Lydick-Hooks, Lubbock, Texas	\$89,560
Alto Vista Roofing, DeSoto, Texas	\$100,000
ABF Roofing and Foam, Lubbock, Texas	\$117,634

Staff recommends awarding the contract to the lowest bidder, Lydick-Hooks of Lubbock, Texas, for \$89,560.

Fiscal Impact

Contract 18045 in the amount of \$89,560.00 is funded in Capital Improvement Project 92858, Pump Station No. 14 Roof Replacement.

Staff/Board Recommending

Erik Rejino, Assistant City Manager Mark Zavicar, Director of Facilities Management

Attachments

Resolution - Contract 18045 Contract 18045 Project Cost Detail Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 18045 for roof replacement at the North Water Treatment Plant Pump Station No. 14, per ITB 24-18045-DRH, by and between the City of Lubbock and Lydick-Hooks Roofing Co. of Lubbock, 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 _____

Mark McBrayer, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

first Assistant City Attorney

ccdocs II/RES.Contract 18045-Lydick Hooks June 13, 2024

BID SUBMITTAL FORM LUMP SUM BID CONTRACT

DATE: May 29, 2024

. -- '

PROJECT NUMBER: ITB 24-18045-DRH NWTP- Pump Station no.14- Reroof

Bid of Lydick-Hooks Roofing Co. of Lubbock, Inc. Bidder)

(hereinafter called

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the referenced project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated.

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within 60 consecutive calendar days with final completion of the project within 90 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 \$250 for each consecutive calendar day after substantial completion and liquidated damages in the sum of \$250 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 Facilities Management ITB 24-18045-DRH NWTP Pump Station No. 14 Re-roof

Lydick-Hooks Roofing Co. of Lubbock, Inc. of Lubbock, TX

.

#	Items	QTY. +/-	U/M	Unit Price	Extended Cost
Gene #1-1	ral Total Lump Sum Cost for Materials and Labor for the Project, as specified	1	LS	\$89,560.00	89,560.00
			To	tal (Item 1-1):	\$89,560.00

.

Enclosed with this bid is a Cashier's Check or Certified-Check for

Four thousand four hundred seventy-eight Dollars (\$ 4,478.00) or a Bid Bond in the sum of

Dollars (\$______), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE <u>ON THE BID SUBMITTAL FORM PRIOR</u> <u>TO BID OPENING</u>.

(Seal if Bidder is a Corporation)

1

2

ÁTTEST

allow the second particular

- Ing

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No	Date	
Addenda No.	Date	
Addenda No	Date	
Addenda No.	Date	

Date: May 29, 2024

Authorized Signature

Reed Hooks (Printed or Typed Name)

Lydick-Hooks Roofing Co. of Lubbock, Inc.

Company	
PO Box 2605	
Address	
Lubbock	, Lubbock
City,	County
TX	
State	Zip Code
Telephone: 806	- 765-5577
Fax: 806 -	765-5581

FEDERAL TAX ID or SOCIAL SECURITY No.

75-0405113

EMAIL: lydick-hooks@sbcglobal.net

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

City of Lubbock Capital Project Project Cost Detail July 9, 2024

Capital Project Number:	92858
Capital Project Name:	Pump Station 14 Roof Replace
Encumbered/Expended	Budget
<i>Agenda Item July 9, 2024</i> Amendment No. 1 to Contract 18045	89,560
Encumbered/Expended To Date	89,560
Estimated Cost for Remaining Appropriation	
Construction, lift station rehabilitation	20,440
Remaining Appropriation	
Total Appropriation	\$ 110,000



Purchasing and Contract Management

Project Summary

ITB 24-18045-DRH NWTP Pump Station No. 14 Re-roof

Notice was published in the Lubbock Avalanche Journal on May 12 & May 19, 2024. 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 May 13 to May 29, 2024. 7 individuals attended the pre-bid meeting. 33 vendors downloaded the documents using Bonfire.com. 35 vendors were notified separately.

3 vendors submitted bids.



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Contract 18165, with W.R. Construction, Inc., and in doing so, ratifying all acts undertaken for Emergency Repairs to the Consolidated Rental Car Facility at Lubbock Preston Smith International Airport.

Item Summary

Water is infiltrating the Consolidated Rental Car Facility (CONRAC) during rain events. Previous experiences have resulted in numerous repairs needed for damages, including the presence of black mold. In order to eliminate failures and repeated damages, immediate action was taken by way of and in accordance with Texas Government Code Sec. 2155.086, which states that procedures for awarding certain contracts do not apply to an emergency purchase or other contract award for which delay would create a hazard to life, health, safety, welfare, or property, or would cause an undue additional cost to the state.

Work performed per the terms and conditions of Sourcewell EZIQC Contract TX-PH-GC-101619-WRC (W.R. Construction, Inc.) includes:

- Removing old joint sealants and installing new sealants;
- Applying Elastomeric Coating (vapor barrier) on all exterior brick; and
- Replacing 80 feet of black cove base (interior repairs).

Funds are available in Capital Improvement Project (CIP) 92838 – Airport Property Improvements Phase II. A budget amendment transferring funds from the Customer Facility Charge Fund to the Capital Improvement Project will be required following contract completion. The Customer Facility Charge is a fee assessed on rental car contracts at Lubbock Preston Smith International Airport. The fee is collected and reserved exclusively for rental car facility repairs and/or improvements.

Airport Staff and the Airport Advisory Board recommend approval of the contract for \$113,878.23, with W.R. Construction, Inc., for the Consolidated Rental Car Facility Repairs.

Fiscal Impact

Contract 18165 with W. R. Construction, Inc. for \$113,878.23 is funded in Capital Improvement Project 92838 - Airport Property Improvements Phase II. A budget amendment transferring the 252 - Customer Facility Charge Fund to the Capital Improvement Project will be requested following contract completion.

Staff/Board Recommending

Bill Howerton, Deputy City Manager Kelly Campbell, Executive Director of Aviation Airport Advisory Board

Attachments

Resolution WR Construction, Inc. Contract Emergency Purchase - WR Construction, Inc. Capital Project 92838 Cost Detail CIP 92838 Project 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, Service Contract No. 18165, and in doing so, ratifying all acts undertaken for Emergency Repairs to the Lubbock Preston Smith International Airport Rental Car Facility, per Sourcewell EZIQC Contract No. TX-PH-GC-101619-WRC, by and between the City of Lubbock and W.R. Construction, 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 _____

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kelly Campbell, Executive Director of Aviation

AS SO FORM: APPRC

I Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract 18165-W.R.Construction, Inc. June 24, 2024

GORDIAN[®]

Work Or	der Si	inature	Docum	ent
---------	--------	---------	-------	-----

	Sourcewell EZIQC (
	X New Work Order	woodny an Ex	listing Work Order	
Work Order Numb	er.: 130378.00	Work Order Date:	08/07/2024	
Work Order Tille: Owner Name:	City of Lubbock Airport- Enter SOUTHWEST - City of Lubbock		nstall W.R. Construction, Inc.	
Contact:	Charles Farina	Contect:	Jayson Robinson	
Phone: 6067752036		Phone:		
Work to be perfor Sourcewell EZ(Q(Brief Work Order	med as par the Final Detailed Scope C Contract No TX-PH-GC-101619-V	to be Performed a of Work Attached and as VRC.	per the terms and conditions of	
Sourcewell EZIQ	med as per the Final Detailed Scope C Contract No TX-PH-GC-101619-V <u>Description:</u>	e of Work Attached and as	per the terms and conditions of	
Sourcewell EZIQU Brief Work Order	med as per the Final Detailed Scope C Contract No TX-PH-GC-101619-V <u>Description:</u> all	e of Work Atlached and as VRC.	per the terms and conditions of	
Sourceweil EZIO Brief Work Order Vapor barrier Inst	med as per the Final Detailed Scope C Contract No TX-PH-GC-101619-V Description: all nance Estimated Start Data: Estimated Completion	e of Work Atlached and as VRC.	per the terms and conditions of	

BY:

Approvals

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kelly Campbell, Executive Director of Aviation

PROJ ED AS TO FORM it Assistant City Attorney

CONTRAC

hosized Representative

son Robingan ame

SGIQLR6300 Address

City, State, Zip Code




Detailed Scope of Work

To:	Jayson Robinson No Osta Input No Osta Input No Osta Input, No Osta Input	From:	Charles Farina SOUTHWEST - City of Lubbock 5401 N Martin L King Bivd, Lubbock, TX 79401 8087752036
Date P	visted:	June 07, 2024	
Work (Order Number:	130378.00	
Work C	Order Title:	City of Lubbock Airport- Enterprise Bldg, Vapor Barr	ier install
Brtel S	icope:	Vapor berrier install	
	Preliminar	r Revised	X Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Cut out old joints sealants, install new sealants. Apply Sherman Williams ConFlex Sherlastic Elastomeric Coating on all exterior brick. Replace 80ft of black cove base.

Subject to the terms and conditions of JOC Contract TX-PH-GC-101618-WRC.

6/7/2024 Dete

Alth the Charles Farme

٠ Date

Contractor's Price Proposal - Summary

Date:	June 07, 2024		
Re:	IQC Master Contract #:	TX-PH-GC-101619-WRC	
	Work Order #:	130378.00	
	Owner PO #:		
	Title:	City of Lubbock Airport- Enterprise Bldg, Vapor Barrier Install	
	Contractor:	W.R Construction, Inc.	
	Proposal Value:	\$113,878 23	
Section	n - 01		\$2,848.84
Section	n - 07		\$110,699.50
Section	n - 09		\$329.89
=	sal Total		\$113,878.23

This! total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 97.21%

Contractor's Price Proposal - Detail

Date:	June	07, 2024										
Re:	IQC I	IQC Master Contract #:		TX-PH-G	C-101619-W	RC						
	Work	Order #:		130378.0	0							
	Owne	er PO #:										
	Title:			City of Lu	bbock Airpor	- Enterprise	Bidg, Vaj	por Barrier Install				
	Contr	actor:		W.R. Cor	nstruction, Inc	l.						
	Prope	sal Value:		\$113,878	.23							
	Sect.	item	Mod.	UOM	Description	I						Line Total
.abor	Equip.	Material	(Excludes)								
Sectio	n - 01											
1		3 00 0006		WK	40' Engine	Powered, Te	lescopin	g Boom Man Lift	With Platfo	m		\$2,051.97
						Quantity		Unit Price		Factor	Total	
				Installati	ion i	1.00	×	1,622 24	×	1 2649	2,051 97	
2	01 74 1	00 0015		EA				uction Debris"In , and disposal fe		very of dumpster, ardous material.		\$796 87
						Quantity		Unit Price		Factor	Total	
				Installati	ion	1.00	×	629.99	×	1.2649	796.87	
Subto	tal for Se	ection - O	1									\$2,848.84
Sectio	on - 07	·			-	19	-					
3	07 00 0	0 00 2222		1	Wet Seal E	liock and wi	ndows					\$110,699.50
			NPP	Installit	ion	Quantity 1.00	x	Unit Price 89,044.00	x	Factor = 1.2432	Total 110,699.50	
Subto	tal for Se	ection - 0	7									\$110,699.5
Sectio	on <u>- 09</u>											
4	09 65 1	3 13 0003		LF	4" High, 1/	8" Thick, Ty	be TV The	ermoplastic Vinyl	Wall Base	, All Colors		\$329.89
				Installat	ion	Quantity 80.00	x	Unit Price 3 26	×	Factor 1 2649	Total 329 89	
Subto	tal for Se	ection - 0	9									\$329.8
	osal Tot	al							1. T			\$113,878.2
Prope												

The Percentage of NPP on this Proposal: 97.21%

City of Lubbock, TX Capital Project Project Cost Detail July 9, 2024

Capital Project Number:	92838
Capital Project Name:	Airport Property Improvements Phase II

	Budget
Encumbered/Expended	
Carpet Tech	21,186
WR Construction	24,664
WR Construction	35,401
WR Construction	27,255
KWA Engineers	3,775
WR Construction	48,913
Agenda Item July 9, 2024	
WR Construction	100,000
Encumbered/Expended To Date	261,195
Estimated Costs for Remaining Appropriation	
	1,086
Remaining Appropriation	
Total Appropriation	\$ 262,281

WR Construction, Agenda Item total is \$113,878.23. \$13,878.23 is funded from the Airport Operating Budget 4611.8302.

CIP 92838 Airport Property Improvements

Upgrade/Major Maintenance

Project Manager: Kelly Campbell - Aviation Maintenance

Project Scope

Repair, replace, maintain, and rehabilitate various airport assets. Efforts include improvements to the airport terminal building and other airport facilities.

Potential improvements include parking garage and remote parking lot repairs, painting, encapsulating or removing asbestos, resealing or reconstructing airport roads, roof repairs or replacement on airport owned buildings, improvements to overflow parking, HVAC improvements, and other unanticipated mechanical or technical failures that could occur. Additionally, the project encompasses enhancements to the airport's infrastructure and technology systems to improve operational efficiency, safety, and the passenger experience.

Project Justification

Many airport assets are reaching end of life capacity. Investment in repairs will reduce potential for more costly replacement or loss of assets.

Project Highlights

Council Priorities Addressed: Growth and Development

Project History

 FY 2023-24 \$150,000 was appropriated by Ord.2023-00108

Project Dates

Project Location

Lubbock International Airport - Multiple locations

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$262,281	\$200,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
TOTAL	\$262,281	\$200,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Airport Fund Cash	\$150,000	\$200,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
CFC Fund Cash	\$85,026	\$0	\$0	\$0	\$0	\$0	\$0
C.A.R.E.S. Act Funding	\$27,255	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$262,281	\$200,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000

Operating Budget Impacts

Description	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
No Impact Anticipated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Contract 17942, with SRH Landscapes, LLC, for annual right-of-way maintenance for the North Overton Public Improvement District.

Item Summary

Staff issued a Request for Proposals (RFP) for annual right-of-way maintenance services for the North Overton Public Improvement District (PID).

In response to RFP 24-17942-KM, five proposals were received. Proposals were evaluated using the following criteria: Experience (50 points), Project Approach (20 points), and Price (30 points). The maximum point value was 100 points. Following the initial evaluation of proposals, the top three firms were invited to make in-person presentations to staff. After the proposals were evaluated and in-person interviews were conducted, the following rankings were obtained:

Vendor	Points
SRH Landscapes LLC, Dallas, Texas	78.81
West Texas Services, Inc. dba Tom's Tree Place, Lubbock, Texas	74.98
Reeder Landscape, Amarillo, Texas	72.21
Incircle Management Inc., Colleyville, Texas	63.33
Turf Raider Lawn & Landscape, Lubbock, Texas	32.80

Staff recommends awarding the contract to SRH Landscapes LLC of Dallas, Texas. The contract term is for one year, with the option of 4, one-year renewals, for an annual amount of \$678,790.

Fiscal Impact

Contract 17942 for \$678,790 is funded through the North Overton PID's Annual Service and Assessment Plan, as approved by the City Council.

Staff/Board Recommending

Bill Howerton, Deputy City Manager Brianna Brown, Business Development Director 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. 17942 for annual right-of-way maintenance for the North Overton Public Improvement District as per RFP 24-17942-KM, by and between the City of Lubbock and SRH Landscapes, LLC of Dallas, 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

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Celli Leisure, Senior Assistant City Attorney

ccdocs/RES. ServiceAgreement 17942 Annual Right-of-Way Maintenance 06.27.24

City of Lubbock, TX RFP 24-17942-KM North Overton Public Improvement District (PID) Right-of-Way Landscape Maintenance Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of ____2024 ("Effective Date") by and between SRH Landscapes LLC (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 24-17942-KM, North Overton Public Improvement District (PID) Right-of-Way Landscape Maintenance Agreement 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 North Overton Public Improvement District (PID) Right-of-Way Landscape Maintenance Agreement, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

- 1. This Agreement
- 2. Exhibit A General Requirements and Specifications
- 3. Exhibit B 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 execute services as the named provider. 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 two (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. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
- 1.2 Prices quoted shall be 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. 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. 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.

- 1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.
- 1.4 All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.
- 1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
- 2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this do.
- 2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.
- 2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
- 2.13 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
- 2.14 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.
- 2.15 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be

terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information requirements applicable to the contract as provided by the records retention requirements applicable to the contract as provided by the records retention requirements applicable to the contract as provided by the records retention requirements applicable to the contract as provided by the records retention requirements applicable to the contract as provided by the records retention requirements applicable to the governmental body.

- 2.16 No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- 2.17 Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- 2.18 Confidentiality. The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.
- 2.19 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

-----INTENTIONALLY LEFT BLANK-----

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

CITY OF LUBBOCK

BY:

Mark McBrayer, Mayor

ATTEST:

Authorized Representative

Tyler Hawkins

CONTRACTOR SRH Landscapes LLC

Cortney Paz, City Secretary

APPROVED AS TO CONTENT:

Brianna Brown, Director of Business Development

APPROVED AS TO FORM

Kelli Leisure, Senior Assistant City Attorney

Address: PO Box 2000 796754

Dallas, Texas 75379____ City, State, Zip Code



Purchasing and Contract Management

Project Summary RFP 24-17942-KM North Overton Public Improvement District (PID) Right-of-Way Landscape Maintenance

Notice was published in the Lubbock Avalanche Journal on April 14 and April 21, 2024. 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 14 to May 14, 2024. 3 individuals attended the pre-proposal/pre-bid meeting. 40 vendors downloaded the documents using Bonfire.com. 10 vendors were notified separately. 5 vendors submitted proposals.



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17764, with West Texas Services, Inc. dba Tom's Tree Place, for services related to right-of-way improvements in the North Overton Tax Increment Financing District boundary at 9th Street and 10th Street.

Item Summary

On January 23, 2024, City Council approved Contract 17764 with Tom's Tree Place. This contract is for improvements in the public right-of-way between Avenue S and Avenue U on 9th and 10th Streets. Improvements will include removal of existing ground material, irrigation repair, and installation of new ground material. All improvements will be completed in accordance with the Overton Park Public Improvement Guidelines, as adopted by the City Council in January 2004.

The original contract did not include improvements in the sections of right-of-way on Avenue S and Avenue U. Amendment No.1 will allow those sections of right-of-way to be improved at the same time as 9th Street and 10th Street, completing the project. The \$44,910.50 cost of Amendment No. 1 is funded in the North Overton Tax Increment Financing District Fund.

Fiscal Impact

Contract 17764 for Amendment No. 1, in the amount of \$44,910.50, is funded in Capital Improvement Project 95524, North Overton TIF Capital Improvement Projects.

Staff/Board Recommending

Bill Howerton, Deputy City Manager Brianna Brown, Business Development Director

Attachments

Resolution Amendment 1 to 17764 - West Texas Services (002) Original Contract_17764__With_West_Texas_Services_Inc_Dba_Toms_Tree_Place_(3) Budget Detail CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment 1 to Contract No. 17764 for Services related to right-of-way improvements in the North Overton Tax Increment Financing (TIF) District boundary at 9th and 10th Street, by and between the City of Lubbock and West Texas Services, Inc. dba Tom's Tree Place of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Husure

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.ProfessionalServiceAgreement 17764 Services Related to Right-of-Way Improvements 06.27.24

Amendment 1 To Agreement Between The City of Lubbock, TX and West Texas Services, Inc. dba Tom's Tree Place

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 23rd day of January, 2024, Contract No. 17764, by and between the City of Lubbock ("City") and West Texas Services, Inc. dba Tom's Tree Place ("Contractor").

Contractor is providing professional services for Tax Increment Finance District 9th and 10th Street Rightof-Way Improvements (the "Activities").

Now the Parties desire to enlarge the scope of services to be performed by the Contractor while completing the Activities.

WITNESSETH:

The City and Contractor now agree to enlarge the scope of services in this Agreement, details of which are as set forth in Exhibit "A" and incorporated herein. The cost of said services shall not exceed forty-four thousand nine hundred ten dollars and 50/100 (\$44,910.50).

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this _____ day of 2024.

CITY OF LUBBOCK

West Texas Services, Inc. dba Tom's Tree Place

MARK MCBRAYER, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT Man Brianna Brown, Director of Business Development

APPROVED AS TO FORM:

Relli Leisure, Senior Assistant City Attorney

Exhibit A



Date 6/12/2024 Ordered By: City of Lubbock PO Number: Glenna Goodacre Blvd Home Telephone: Mobile Telephone: Email:

ESTIMATE

TTP Salesperson:

Toby Rowin, RLA

Tom's Tree Place 5104 34th Street Lubbock, Texas 79410 806.799.3677 - Voice 806.799.8743 - Fax www.tomstreeplace.com

Quantity	Description	Comments	Size	Unit Cost	Line Total
	DEMO				
6738	Demo of Existing Soil to 4"-Depth		SF	\$1.50	\$10,107.00
	LANDSCAPE				
85	Decomposed Granite Mulch (1"-Minus)		CY	\$200.00	\$17,000.00
	IRRIGATION				
40	Repair/Replace Existing Irrigation		Per Tree	\$50.00	\$2,000.00
	GENERAL CONDITIONS				
	Barricades, Signage, and Pedestrian and				
10	Vehicular Traffic Control		Per Day	\$125.00	\$1,250.00
	AVE U - AVE T - AVE S				
	From Glenna Goodacre to 10th St.				
	Materials Total				\$30,357.00
	Installation Total				\$14,553.50
	Subtotal				\$44,910.50
	Tax @ 0.00%				\$0.00
	Final Total				\$44,910.50

City of Lubbock 9th St and 10th St Lubbock, TX 79401

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No.17764 is entered into this <u>23rd</u> day of <u>January</u>, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and West Texas Services, Inc., doing business as Tom's Tree Place (the" Contractor"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Contractor to provide professional services for Tax Increment Finance District 9th and 10th Street Right-Of-Way Improvements (the "Activities"); and

WHEREAS, the Contractor has a professional staff experienced and is qualified to provide professional 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 Contractor to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Contractor to provide professional services related to the Activities, and Contractor 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 Contractor 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 twelve (12) months. If the Contractor determines that additional time is required to complete the Services, the Director of Business Development, 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 Contractor shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$192,210.25, as set forth in Exhibit "A".

ARTICLE III. TERMINATION

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

B. Termination and Remedies. In the event the Contractor 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 Contractor 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 Contractor 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 Contractor. This Agreement constitutes legal, valid, and binding obligations of the Contractor and is enforceable in accordance with the terms thereof.

D. Contractor. The Contractor 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 Contractor 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 Contractor warrants that any materials provided by the Contractor 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 Contractor shall be solely responsible for ensuring that any materials provided by the Contractor pursuant to this Agreement satisfy this requirement and the Contractor 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 Contractor's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

The Contractor 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 Contractor and the City agree that the Contractor 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 Contractor 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 Contractor and the Contractor'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 Contractor 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 Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Contractor to obtain and maintain in full force and effect during 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 Contractor shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Contractor 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 Contractor 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 Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

Labor Code. Further, the Contractor 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 Contractor maintains said coverage. The Contractor 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 Contractor fails to maintain the required insurance in full force and effect, the Contractor 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 Contractor'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 Contractor may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Contractor, as set forth on Exhibit \$192,210.25 attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Contractor is at all times responsible to the City to perform the Services as provided in this Agreement and the Contractor 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 Contractor shall be required by the Contractor to carry, for the protection and benefit of the City and the Contractor and naming said third parties as additional insureds, insurance as described above required to be carried by the Contractor in this Agreement.

The Contractor 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 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.

ARTICLE XI. INDEMNITY

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, Page 5 of 10 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 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 Contractor 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 Contractor to the City or the City to the Contractor 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. Contractor's Address. The Contractor's address and numbers for the purposes of notice are:

West Texas Services, Inc. dba Tom's Tree Place Alex Scarbrough 5104 34th Street Lubbock, Texas Telephone: 806-799-3677 Email: <u>alexs@tomstreeplace.com</u>

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

Brianna Brown, Director of Business Development City of Lubbock P.O. Box 2000 1314 Avenue K Lubbock, Texas 79457 Telephone: 806-775-3082 Email: <u>bbrown@mylubbock.us</u> 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 Contractor non-confidential studies, reports and other available data in the possession of the City pertinent to the Contractor's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Contractor's Services under this Agreement (the "Provided Data"). The Contractor 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 Contractor 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 Contractor's books and records with respect to this Agreement between the Contractor and the City.

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

D. Assignability. The Contractor 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 Contractor, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Contractor, 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 Page 7 of 10 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 Contractor and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" attached hereto, contains the entire agreement between the City and the Contractor, 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 Contractor and the City.

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

L. Notice of Waiver. A waiver by either the City or the Contractor 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 Contractor.

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 thencurrent 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 Page 8 of 10 not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor 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 Contractors 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:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

CONTRACTOR ree Place Lavoons Authorized Representative owstree

Email:

Page 10 of 10



Date Ordered By: PO Number: Home Telephone: Mobile Telephone: Email: 11/14/2023 City of Lubbock Glenna Goodacre Blvd

City of Lubbock 9th St and 10th St Lubbock, TX 79401

TTP Salesperson:

Toby Rowin, RLA

Tom's Tree Place 5104 34th Street Lubbock, Texas 79410 806.799.3677 - Voice 806.799.8743 - Fax www.tomstreeplace.com

Quantity	Description	Comments	Size	Unit Cost	Line Total
	DEMO				
24319	Demo of Existing Soil to 4"-Depth		SF	\$1.50	\$36,478.50
	LANDSCAPE				
300	Decomposed Granite Mulch (1"-Minus)		CY	\$200.00	\$60,000.00
	IRRIGATION				
168	Repair/Replace Existing Irrigation		Per Tree	\$50.00	\$8,400.00
	GENERAL CONDITIONS				
	Barricades, Signage, and Pedestrian and				
30	Vehicular Traffic Control		Per Day	\$125.00	\$3,750.00
1	P&P Bonds		LS	\$4,550.00	\$4,550.00
1	Contingency		LS	\$25,000.00	\$25,000.00
	Materials Total				\$138,178.50
	Installation Total				\$54,031.75
	Subtotal				\$192,210.25
	Tax @ 0.00%				\$0.00
	Final Total				\$192,210.25

CERTIFICATE OF INTERESTED PARTIES

- 8	- 4
 OI	- 1

					1 of 1
Comple Comple	te Nos. 1 - 4 and 6 if there are interested parties. te Nos. 1, 2, 3, 5, and 6 if there are no interested p	1 I I I I I I I I I I I I I I I I I I I	OFFICE USE ONLY CERTIFICATION OF FILING		
of busin West T	f business entity filing form, and the city, state ness. exas Services, Inc. k, TX United States	Certifi	Certificate Number: 2024-1111888		
2 Name o being fi	f governmental entity or state agency that is a r	party to the contract for which the form is	01/15	/2024 Acknowledged:	
17764	the identification number used by the governm tion of the services, goods, or other property to 1 10th Street ROW Improvements	nental entity or state agency to track or identi be provided under the contract.	fy the co	ntract, and pro	vide a
4	Name of interested Party	City, State, Country (place of busi	ness)		f interest pplicable) Intermediary
			-		
5 Check or	nly if there is NO Interested Party.				
6 UNSWOR	is <u>Shelle Scarboro</u>	and my date of	f birth is _	aluh	961
My addres	(street)		itate)	(zip code)	(country)
I declare (Executed	in Cubbock	County, State of on the	15th day	v of Jan (month)	20,)4 (year)
	-	Signature of authorized agent of con (Declarant)	Loc Itracting b	usiness entity	

Forms provided by Texas Ethics Commission

Version V3.5.1.0bfcfb67

CERTIFICATE OF INTERESTED PARTIES

1	~*	
- L	OI	

					1 0f 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.		CEF	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business.	Certificate Number: 2024-1111888			
1	West Texas Services, Inc.		2024	-1111000	
	Lubbock, TX United States		Date	Filed:	
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is		5/2024	
	City of Lubbock		Date	Acknowledged:	
	City of Lubbock			6/2024	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid	ty or state agency to track or identify led under the contract.	the co	ontract, and prov	vide a
	17764				
	9th and 10th Street ROW Improvements				
4				Nature of	
	Name of Interested Party	City, State, Country (place of busin	ess)	(check ap	
⊢				Controlling	Intermediary
L					
┝					
-					
\vdash					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my date of I	birth is		·
	Manufacture In				
	My address is		,		··
	(street)	(city) (sta	ate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct				
	Executed inCounty	, State of, on the	d	ay of	, 20
1				(month)	(year)
		Signature of authorized agent of cont (Declarant)	racting	business entity	
_	me me ided by Terre Ethics On the initial				

PLAN HISTORY CASE FOR PUR-2024-17764 FOR THE CITY OF LUBBOCK

Brianna Gerardi

Changed On	Description	Before	After	Current Balance Cost of Go	od/Services Additional Info
12/06/2023	Geo Rules Caller Type	None	Submittal_Received	\$750,000.00	Plan (PUR-2024-17764)
12/06/2023	Completed	No	Yes	\$750,000.00	Plan Submittal Item Review (Purchasing Approval)
12/06/2023	Complete Date	[none]	12/6/2023	\$750,000.00	Plan Submittal Item Review (Purchasing Approval)
12/06/2023	Item Review Status ID	Under Review	Approved	\$750,000.00	Plan Submittal Item Review (Purchasing Approval)
12/06/2023	Passed	No	Yes	\$750,000.00	Plan Submittal Item Review (Purchasing Approval)
12/06/2023	Submittal Status ID	Under Review	Approved	\$750,000.00	Plan submittal text: (11/20/2023)

Cheryl Brock

Description	Before	After	Current Balance Cost of Good/Services	Additional Info
Geo Rules Caller Type	None	Submittal_Received	\$750,000.00	Plan (PUR-2024-17764)
Completed	No	Yes	\$750,000.00	Plan Submittal Item Review (Budget Director)
Complete Date	[none]	11/29/2023	\$750,000.00	Plan Submittal Item Review (Budget Director)
Item Review Status ID	Under Review	Approved	\$750,000.00	Plan Submittal Item Review (Budget Director)
Passed	No	Yes	\$750,000.00	Plan Submittal Item Review (Budget Director)
Submittal Status ID	Under Review	Approved	\$750,000.00	Plan submittal text: (11/20/2023)
	Geo Rules Caller Type Completed Complete Date Item Review Status ID Passed	Geo Rules Caller TypeNoneCompletedNoComplete Date[none]Item Review Status IDUnder ReviewPassedNo	Geo Rules Caller TypeNoneSubmittal_ReceivedCompletedNoYesComplete Date[none]11/29/2023Item Review Status IDUnder ReviewApprovedPassedNoYes	Geo Rules Caller Type None Submittal_Received \$750,000.00 Completed No Yes \$750,000.00 Complete Date [none] 11/29/2023 \$750,000.00 Item Review Status ID Under Review Approved \$750,000.00 Passed No Yes \$750,000.00

D. Blu Kostelich

Changed On	Description	Before	After	Current Balance Cost of Good/Services	Additional Info
11/20/2023	Approved User ID	[none]	Kostelich, D. Blu	\$750,000.00	Item Review (Assistant City Manager/CFOtree)
11/20/2023	Completed	No	Yes	\$750,000.00	Item Review (Assistant City Manager/CFOtree)
11/20/2023	Complete Date	[none]	11/20/2023	\$750,000.00	Item Review (Assistant City Manager/CFOtree)
11/20/2023	Item Review Status ID	Under Review	Approved	\$750,000.00	Item Review (Assistant City Manager/CFOtree)
11/20/2023	ItemReviewStatusName	Under Review	Approved	\$750,000.00	Item Review (Assistant City Manager/CFOtree)
11/20/2023	Passed	No	Yes	\$750,000.00	Item Review (Assistant City Manager/CFOtree)
11/20/2023	StatusChangedDate	[none]	11/20/2023	\$750,000.00	Item Review (Assistant City Manager/CFOtree)

EnerGov Service

Changed On	Description	Before	After	Current Balance	Cost of Good/Services	Additional Info
11/20/2023	Completed	No	Yes	\$750,000.00		Plan submittal text: (11/20/2023)
11/20/2023	Complete Date	[none]	11/20/2023	\$750,000.00		Plan submittal text: (11/20/2023)
11/20/2023	Completed	No	Yes	\$750,000.00		Plan submittal text: (11/20/2023)
11/20/2023	Submittal Status ID	Under Review	Approved	\$750,000.00		Plan submittal text: (11/20/2023)
11/20/2023	Workflow Status	Started	Passed	\$750,000.00		Plan workflow step action text: (Assistant City Manager/CFO)
11/21/2023	Completed	No	Yes	\$750,000.00		Plan submittal text: (11/20/2023)
11/21/2023	Complete Date	[none]	11/21/2023	\$750,000.00		Plan submittal text: (11/20/2023)
11/21/2023	Completed	No	Yes	\$750,000.00		Plan submittal text: (11/20/2023)
11/21/2023	Workflow Status	Started	Passed	\$750,000.00		Plan workflow step action text: (Risk Management Coordinator)
11/29/2023	Completed	No	Yes	\$750,000.00		Plan submittal text: (11/20/2023)
11/29/2023	Complete Date	[none]	11/29/2023	\$750,000.00		Plan submittal text: (11/20/2023)
11/29/2023	Completed	No	Yes	\$750,000.00		Plan submittal text: (11/20/2023)
11/29/2023	Workflow Status	Started	Passed	\$750,000.00		Plan workflow step action text: (Budget Director)
12/06/2023	End Date	[none]	12/6/2023	\$750,000.00		Plan workflow step text: (Initial Approvals)
12/06/2023	Workflow Status	Started	Passed	\$750,000.00		Plan workflow step text: (Initial Approvals)
12/06/2023	Completed	No	Yes	\$750,000.00		Plan submittal text: (11/20/2023)
12/06/2023	Complete Date	[none]	12/6/2023	\$750,000.00		Plan submittal text: (11/20/2023)
12/06/2023	Completed	No	Yes	\$750,000.00		Plan submittal text: (11/20/2023)
12/06/2023	Workflow Status	Started	Passed	\$750,000.00		Plan workflow step action text: (Department Head)
12/06/2023	Plan workflow status cha	ange	Initial Approvals v.1 Approved	\$750,000.00		Plan (PUR-2024-17764)
01/12/2024	End Date	(none)	1/12/2024	\$750,000.00		Plan workflow step text: (Purchasing Approval)
01/12/2024	Workflow Status	Started	Passed	\$750,000.00		Plan workflow step text: (Purchasing Approval)
01/12/2024	Completed	No	Yes	\$750,000.00		Plan submittal text: (1/12/2024)
01/12/2024	Complete Date	[none]	1/12/2024	\$750,000.00		Plan submittal text: (1/12/2024)
01/12/2024	Completed	No	Yes	\$750,000.00		Plan submittal text: (1/12/2024)
01/12/2024	Workflow Status	Started	Passed	\$750,000.00		Plan workflow step action text: (Final Purchasing Approval)
01/12/2024	Plan workflow status cha	inge	Purchasing Approval v.1 Approved	\$750,000.00		Plan (PUR-2024-17764)
01/16/2024	End Date	[none]	1/16/2024	\$750,000.00		Plan workflow step text: (Final Approvals)
01/16/2024	Workflow Status	Started	Passed	\$750,000.00		Plan workflow step text: (Final Approvals)
01/16/2024	Completed	No	Yes	\$750,000.00		Plan submittal text: (1/12/2024)
01/16/2024	Complete Date	[none]	1/16/2024	\$750,000.00		Plan submittal text: (1/12/2024)
01/16/2024	Completed	No	Yes	\$750,000.00		Plan submittal text: (1/12/2024)
01/16/2024	Workflow Status	Started	Passed	\$750,000.00		Plan workflow step action text; (Risk Management Coordinator)
01/16/2024	Plan workflow status cha	inge	Final Approvals v.1 Approved	\$750,000.00		Plan (PUR-2024-17764)

Kristine Dills

Changed On	Description	Before	After	Current Balance Cost of Good/Service	s Additional Info
11/21/2023	Geo Rules Caller Type	None	Submittal_Received	\$750,000.00	Plan (PUR-2024-17764)
11/21/2023	Plan Note added			\$750,000.00	Plan note text: (Attached insurance requirements approved.)
11/21/2023	Assigned User ID	MacDougall, Jill	Dills, Kristine	\$750,000.00	Plan Submittal Item Review (Risk Management Coordinator)
11/21/2023	Completed	No	Yes	\$750,000.00	Plan Submittal Item Review (Risk Management Coordinator)
11/21/2023	Complete Date	(none)	11/21/2023	\$750,000.00	Plan Submittal Item Review (Risk Management Coordinator)
11/21/2023	Item Review Status ID	Under Review	Approved	\$750,000.00	Plan Submittal Item Review (Risk Management Coordinator)
11/21/2023	Passed	No	Yes	\$750,000.00	Plan Submittal Item Review (Risk Management Coordinator)
11/21/2023	Submittal Status ID	Under Review	Approved	\$750,000.00	Plan submittal text: (11/20/2023)
01/16/2024	Geo Rules Caller Type	None	Submittal_Received	\$750,000.00	Plan (PUR-2024-17764)
01/16/2024	Plan Note added			\$750,000.00	Plan note text: (Approved.)
01/16/2024	Completed	No	Yes	\$750,000.00	Plan Submittal Item Review (Risk Management Coordinator)
01/16/2024	Complete Date	[none]	1/16/2024	\$750,000.00	Plan Submittal Item Review (Risk Management Coordinator)
01/16/2024	Item Review Status ID	Under Review	Approved	\$750,000.00	Plan Submittal Item Review (Risk Management Coordinator)
01/16/2024	Passed	No	Yes	\$750,000.00	Plan Submittal Item Review (Risk Management Coordinator)
01/16/2024	Submittal Status ID	Under Review	Approved	\$750,000.00	Plan submittal text: (1/12/2024)

Molly Ballesteros

Changed On	Description	Before	After	Current Balance	Cost of Good/Services	Additional Info
11/20/2023	Plan added			\$750,000.00		Plan (PUR-2024-17764)
11/20/2023	Plan workflow status change		Department Head v.1 Auto Received :	\$750,000.00		Plan (PUR-2024-17764)
11/20/2023	Plan workflow status change		Assistant City Manager/CFO v.1 Auto Received :	\$750,000.00		Plan (PUR-2024-17764)
11/20/2023	Geo Rules Caller Type	None	Submittal_Received	\$750,000.00		Plan (PUR-2024-17764)
11/20/2023	End Date	[none]	11/20/2023	\$750,000.00		Plan workflow step action text: (Facility Management)
11/20/2023	Workflow Step General Reas	[none]	NA	\$750,000.00		Plan workflow step action text: (Facility Management)
11/20/2023	Workflow Status	Not Started	Skipped	\$750,000.00		Plan workflow step action text: (Facility Management)
11/20/2023	Assigned User ID	Alvarez, Marta	Gerardi, Brianna	\$750,000.00		Plan Submittal Item Review (Purchasing Approval)

PLAN HISTORY CASE FOR PUR-2024-17764 FOR THE CITY OF LUBBOCK

11/20/2023	Assigned User ID	Alvarez, Marta	Kostelich, D. Blu	\$750,000.00	Plan Submittal Item Review (Assistant City
11/20/2023	End Date	[none]	11/20/2023	\$750,000.00	Manager/CFOtree) Plan workflow step action text: (IT director)
11/20/2023	Workflow Step General Reas	[none]	NA	\$750,000.00	Plan workflow step action text: (IT director)
11/20/2023	Workflow Status	Not Started	Skipped	\$750,000.00	Plan workflow step action text: (IT director)
11/20/2023	End Date	[none]	11/20/2023	\$750,000.00	Plan workflow step action text: (Fleet Services)
11/20/2023	Workflow Step General Reas	[none]	NA	\$750,000.00	Plan workflow step action text: (Fleet Services)
11/20/2023	Workflow Status	Not Started	Skipped	\$750,000.00	Plan workflow step action text: (Fleet Services)
11/20/2023	Plan Submittal added			\$750,000.00	Plan submittal text: (11/20/2023)
11/20/2023	Start Date	[none]	11/20/2023	\$750,000.00	Plan workflow step action text: (Budget Director)
11/20/2023	Workflow Status	Not Started	Started	\$750,000.00	Plan workflow step action text: (Budget Director)
11/20/2023	Workflow Step General Reas		SKIP : (By: Molly Ballesteros)	\$750,000.00	NA
11/20/2023	Workflow Step General Reas		SKIP : (By: Molly Ballesteros)	\$750,000.00	NA
11/20/2023	Workflow Step General Reas		SKIP : (By: Molly Ballesteros)	\$750,000.00	NA
11/20/2023	Attachment added			\$750,000.00	Attachment (17764 Insurance Requirements.pdf)
11/20/2023	Geo Rules Caller Type	None	Submittal_Received	\$750,000.00	Plan (PUR-2024-17764)
12/07/2023	Attachment added			\$750,000.00	Attachment (Unexecuted Contract 17764.docx)
Resolution No. 2024-R0032 Item No. 6.8 January 23, 2024

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. 17764 for services related to the Tax Increment Finance District 9th and 10th Street Right-Of-Way Improvements, by and between the City of Lubbock and West Texas Services, Inc. dba Tom's Tree Place, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on January 23, 2024

TRAY PAYNE, MAYOR

Courtney Paz, City Secretary

ATTEST:

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 17764 Street Right-Of-Way Improvements 1.10.24

City of Lubbock, TX Capital Project Project Cost Detail July 9, 2024

Capital Project Number:	92254
Capital Project Name: North Overton TIF Pu	blic Improvements
	Budget
Encumbered/Expended	ф <u>оо</u> 550
	\$ 23,572
McCanton Wood Water Loop Agreement - Tract 1C-1	22,000
LKM Matador Development Agreement - Tract 1B-2	161,765
Gold Properties, LLC Development Agreement - Tract 1C-3A	53,717
ACC OP (Tract 6) Contract	93,000
Racer Classic Car Wash	9,351
2401 9th Street LLC (Potbelly)	51,878
Jackie Moon Properties, LLC	78,547
MH Civic Constructors - GGB	292,572
Public improvements Reimbursement	(55,719)
Landscaping in the Parkway	26,723
Haven Campus Communities - Lubbock, LLC	322,155
City of Lubbock Staff Time	4,079
ACC OP (Tracts 32 and 33) LLC	583,287
Haven Campus Communities	340,549
West Texas Services, Inc - GGB	514,856
West Texas Services, Inc - Ramirez	450,000
West Texas Services, Inc - 9th and 10th Street	192,210
West Texas Services, Inc - GGB Medians	606,209
West Texas Services, Inc. Mac Davis Roundabout	\$425,040
Agenda Item July 9, 2024	
West Texas Services, Inc. Contract 17764 Amendment No.1	44,911
Encumbered/Expended to Date	4,240,702
Estimated Costs for Remaining Appropriation	
Public Improvements	1,406,649
Remaining Appropriation	1,406,649
	\$ 5,647,351



Project Scope

Construction of public improvements in the right-of-way for the remaining undeveloped tracts. Also included in the project is the repair or replacement of public improvements in the right of way for already developed areas, such as the relocation and replacement of bollards on Glenna Goodacre Boulevard and any other replacement of the original construction that is needed.

Project Justification

The project is part of the ongoing redevelopment in the North Overton TIF to replace 70-year old infrastructure.

Completed projects:

GGB Completion - \$87,458.21 Chipotles Development Agreement - \$23,571.60 LKM Matador Development Agreement (92254B) - \$161,765 Golden Properties Agreement (92254C)- 53,716.92 Tract 6 Development Agreement (92254D) - 93,000 Racer Classic Car Wash Development Agreement (92254E) - \$8,640 2402 9th Street Development Agreement (92254F) - \$51,878 Jackie Moon Development Agreement (92254G) - 78,547 ACC OPP Development Agreement (92254H) - \$583,287 Haven Campus Communities - 18Nineteen (92254I) - \$322,155 Removal of Pedestrian Lights - \$1800.96 Irrigation Water Line Relocate Tract 3 - \$19,625 McCantonwood Agreement - \$22,105 Haven II Development Agreement - \$340,549 Completion of the landscaping in the parkway on the last two blocks of GGB - \$514,855 2022-23: Completed a project to install public improvements on Glenna Goodacre Blvd. between Avenue U and Avenue T. 2023-24: Completed a landscaping project in the public right-of-way on 9th and 10th Streets between Avenue U and Avenue S. 2023-24: Completed a landscaping project in the Glenna Goodacre medians.

2023-24: Started a repair project in the roundabout and adjacent right-of-way at Mac Davis and Avenue X.

Project Highlights

Council Priorities Addressed:

Community Improvement, Economic Development

Project History

- Prior to FY 2016-17 \$2,247,032 had been appropriated
- FY 2016-17 \$150,000 was appropriated by Ord. 2016-00135
- FY 2017-18 \$1,000,000 was appropriated by Ord. 2017-00111
- FY 2021-22 \$249,680 was reassigned by BCR 2022-26
- FY 2022-23 \$1,000,000 was appropriated by Ord. 2022-00136
- FY 2023-24 \$750,000 was appropriated by Ord. 2023-00108
- FY 2023-24 \$750,000 was appropriated by Ord. 2023-00151

Project Location

Project Dates

FY 2024-25: Complete a public improvement project on the South side of Glenna Goodacre Boulevard between Avenue Q and Avenue R; Complete an irrigation optimization project through the North Overton TIF District.

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	\$5,647,351	\$1,000,000	\$750,000	\$750,000	\$0	\$0	\$0
TOTAL	\$5,647,351	\$1,000,000	\$750,000	\$750,000	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Fund CO Bonds	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0
North Overton TIF Fund Cash	\$3,400,320	\$1,000,000	\$750,000	\$750,000	\$0	\$0	\$0
North Overton TIF Fund Bonds	\$747,031	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$5,647,351	\$1,000,000	\$750,000	\$750,000	\$0	\$0	\$0

Operating Budget Impacts

Description	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
No Impact Anticipated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

O Powered by OpenGov



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Municipal Court: Consider a resolution authorizing the Mayor to execute Amendment No.1 to Contract 14522, with OpenEdge Payments, LLC, a division of Global Payments, for the payment gateway to process credit card transactions.

Item Summary

The Lubbock Municipal Court utilizes OpenEdge Payments, LLC as a payment gateway to authenticate and securely transmit payment data between the Municipal Court software company and the credit card processor. This amendment will add 36 months to the current term and provide a lower credit card rate.

Fiscal Impact

There will be no fiscal impact to the General Revenue Fund.

Costs related to credit card transactions are appropriated in the Municipal Court Budget under the court's Special Revenue Fund in the amount of \$75,000.

Staff/Board Recommending

Jorge Hernandez, Municipal Court Judge Bill Howerton, Deputy City Manager

Attachments

Resolution - OpenEdge Payments Amendment 1 to OpenEdge Payment 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 that certain Contract No. 14522, Resolution No. 2019-R0091, for payment gateway credit card transaction services, whereby certain terms and conditions are amended, by and between the City of Lubbock and OpenEdge Payments, LLC, a division of Global Payments, of Lindon, Utah, 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 _____

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke witcher for

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

achael Foster, Assistant City Attorney

ccdocsII/RES.ServiceContract-Amend Contract 14522 MC Credit Card Svcs. June 21, 2024

globalpayments Integrated

CLIENT SATISFACTION OFFER

AMENDMENT TO CARD SERVICES AGREEMENT 14522

Merchant Name or DBA Name: CITY OF LUBBOCK ("Merchant")

Merchant ID(s): 8788242975939, 8788242981566, 8788242981567 ("MID" or "MIDs")

OPENEDGE PAYMENTS LLC ("**OpenEdge**"), a Global Payments company, values its merchant clients and strives to create mutually beneficial, long-term relationships with them. To that end, OpenEdge offers you, the Merchant, the following terms on behalf of its affiliate, Global Payments Direct, Inc. ("**Global Direct**"). Accepting this offer will modify your Card Services Agreement (the "**Agreement**") with Global Direct in accordance with the adjustments listed below (the "**Amended Rates**"). Capitalized terms not defined herein shall have the meaning given in the Agreement.

Amended Rates

Credit Discount Rate	0.35%	Per item	\$0.35
Debit Discount Rate	0.35%	Per item	\$0.35
Settlement Funding Fee	0.20%	Per item	\$0.20
Risk Assessment Fee	0.35%	Per item	\$0.35

Contract Term

Merchant agrees to extend the term of the Agreement for thirty-six (36) months from the last date of execution below (the "Effective Date"). This time period will be referred to as the "Extended Term".

The Agreement shall be automatically renewed at the end of the Extended Term for an additional thirty-six (36) months subject to the same terms, conditions, and covenants unless either party shall give written notice of a desire to terminate the Agreement at least ninety (90) days prior to the expiration of the Extended Term or any subsequent renewal period.

The Amended Rates will become effective on the first day of the calendar month of the Effective Date so long as this Client Satisfaction Offer is executed and received by Global Direct by the 10th of the calendar month, otherwise the Amended Rates will be effective on the first day of the calendar month following the Effective Date. The Amended Rates are subject to the terms and conditions of the Agreement. All fees, rates, charges and other terms not otherwise revised per this Client Satisfaction Offer remain in full force and effect.

Merchant agrees to pay the following account closure fees per terminating MID upon early termination of the Agreement: (a) \$500.00 if terminated with more than 12 months remaining in the current term; or (b) \$250.00 if terminated with 12 or fewer months remaining in the current term, or such portion of the foregoing as may be permitted by applicable law.

All other terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment shall control.

By signing below, each party acknowledges that it has carefully read and fully understands this Amendment, and each agrees to be bound by the terms of this Amendment.

CITY OF LUBBOCK OPENEDGE PAYMENTS, LLC
Signed By:______
Name: Mark McBrayer Name: ______
Title: Mayor Title: ______
Date: ______ Date: ______

ATTEST:

Courtney Paz, City Secretary APPROVED AS TO CONTENT: 1

Jorge Hernandez, Municipal Court Presiding Judge

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 15862, with Lubbock Wrecker Services, Inc., for wrecker and towing services for the Lubbock Police Department.

Item Summary

On December 7, 2021, the City Council awarded Contract 15862 to Lubbock Wreckers Services, Inc., for wrecker and towing services used by the Lubbock Police Department (LPD) for abandoned, wrecked, seized, and auctioned vehicles.

The Contractor pays the City \$425,000 annually for the life of the contract. The term of the contract is for one year with up to four (4) additional one-year extensions.

Amendment No. 1 to Section 15 of the contract will amend the scope of work to include the Contractor adding a remote-controlled, mechanical gate to its storage facility that will allow LPD and its auction customers access to auctioned vehicles.

Amendment No. 1 to Section 20 of the contract will also amend the charge time for the Contractor to 15 minutes after arrival at the scene of a tow. The Contractor may also charge for additional time in 15-minute intervals.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager Dominic Esperat, Director of Fleet Operations

Attachments

Resolution Amendment Original Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Contract No. 15862 dated December 7, 2021, whereby certain terms and conditions are amended, by and between the City of Lubbock and Lubbock Wrecker Services, Inc., of Lubbock, Texas, 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

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

IL WACH

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

achael Foster, Assistant City Attorney

ccdocs II/RES.Amend #1-Lubbock Wrecker Services June 18, 2024

AMENDMENT NO. 1 TO SERVICE CONTRACT NO. 15862

THIS FIRST AMENDMENT to Service Contract No. 15862, Resolution No. 2021-R0477 (the "Contract"), dated December 7, 2021, is entered into by the City of Lubbock ("City"), and Lubbock Wrecker Services, Inc. ("Contractor"), (each a "Party," and collectively being the "Parties").

WHEREAS, on December 7, 2021, City and Contractor executed Service Contract No. 15862 for wrecker and tow truck services for an initial term of one (1) year with up to four (4) additional one (1) year terms upon written mutual agreement of the City and Contractor; and

WHEREAS, both parties for good and valuable consideration now desire to amend said Contract with regard to abandoned vehicles and service charges;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and specific as hereinafter set forth, the City and Contractor agree to amend and replace Section 15 and Section 20 of the Contract between the Parties dated December 7, 2021, to read as follows:

15. <u>ABANDONED VEHICLES.</u> The Contractor shall remove, preserve and store any and all abandoned vehicles upon written request of the Chief of Police. Such vehicles shall be removed by the Contractor within twenty four (24) hours after the Contractor receives the written request for removal, preservation and storage. The Contractor shall not remove an abandoned vehicle from the storage facilities, return such vehicle to its owner, or in any way settle charges or claims with a vehicle owner without prior written consent of the Chief of Police.

The Contractor shall make his storage facilities available a minimum of one (1) Saturday each month for an abandoned vehicle auction to be conducted by the Lubbock Police Department. The storage facilities shall be at the minimum, a 10 x 16 structure with lighting, electricity, internet, heating and air conditioning satisfactory to the Lubbock Police Department. The Contractor will honor all reasonable requests by the Chief of Police intended to ensure that such auctions are conducted in the fairest possible manner. The Chief of Police alone shall determine the exact order in which abandoned motor vehicles will be auctioned. Contractor agrees, without additional charges, to position abandoned vehicles as directed by the Chief of Police to facilitate the auction. The storage facilities and auctioned vehicles shall be accessible by the Lubbock Police Department via a remote control mechanical gate for up to five (5) days following any auction, to assist customers picking up auctioned vehicles. The Contractor shall not be entitled to receive any money from the sale at auction of any vehicles removed, preserved or stored pursuant to this Contract, except this restriction shall not apply to vehicles deemed abandoned by law because they were left for more than ten (10) days in the Contractor's storage facilities after proper notice was given, or to motor vehicles stored pursuant to Contracts for storage entered into between a vehicle's owner and the Contractor.

20. <u>SERVICE CHARGES.</u> The Contractor agrees that the following charges will be the maximum charged for services performed pursuant to this Contract:

a) Impounded vehicles and accident disabled vehicles:

i) Towing charge:

- Year one (1) and two (2) \$200.00 per impounded vehicle
- Year three (3) and four (4) \$210.00 per impounded vehicle
- Year five (5) \$220.00 per impounded vehicle

Towing charge does not include delivery when owner/operator requests vehicle be taken to a destination other than Contractor's storage facility.

ii) Dollies charge: \$15.00 pervehicle

For a Dolly charge, the vehicle must be removed from the location where it was impounded or disabled on dollies.

iii) Supplemental charges: One-half of the actual towing charge

Charge begins fifteen (15) minutes after his/her arrival at the scene of a tow. Contractor may assess such charges for each fifteen (15) minute interval that he/she is required to remain at the scene in order to safely and properly discharge his/her obligations under the contract. However, supplemental charges may not be assessed if delay in towing a vehicle is due to time expended by the Contractor preparing to tow other vehicles.

iv) Impound fee: \$20.00

v) Notification fee: \$50.00 one-time charge Notification fee may not be charged until after twenty four (24) hours from the time of the tow.

vi) Storage fee per day: \$20.00 per impounded vehicle under 25 feet in length \$35.00 per impounded vehicle more than 25 feet

- b) Abandoned vehicles: \$30.00 per vehicle total fee \$250.00 for heavy-duty vehicles
- c) City vehicles: \$30.00 per vehicle total fee
- d) Required Heavy Duty assist: \$250.00

Applicable when a heavy-duty wrecker is required to assist in the recovery of a light duty vehicle (example: vehicle hanging off overpass, in a lake, in a building structure, etc.) This contract does not include rates for heavy-duty vehicle recovery.

All loss or damage sustained by the Contractor and arising out of the nature of the work to be performed under this Contract, or from unforeseen circumstances, unusual obstructions or difficulties which may be encountered in the prosecution of such work, shall be borne by the Contractor at his own cost and expense.

All other portions of the original Contract shall remain in place and are not altered by this Amendment. In the event of a conflict between the terms of this Amendment and the Contract, the terms of this Amendment will govern.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Amendment as of this _____ day of ______, 2024.

CITY OF LUBBOCK

MAYOR

LUBBOCK WRECKER SERVICES, INC.

BY Chuy Wilson

Print Name

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

0

Dominic R. Esperat, Director of Fleet Operations

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

City of Lubbock, TX Contract for Services Wrecker and Tow Truck Services

THIS CONTRACT, made and entered into this 7th day of December, 2021, pursuant to a resolution heretofore adopted by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and Lubbock Wrecker Services ("Contractor").

Whereas, the City desires to provide safe dependable vehicle towing and storage services for all occasions in which the City must arrange for the towing of vehicles, either owned by the City or for members of the public

Whereas, the City has negotiated with the Contractor and the governing body of the City believes it would be in the best interest and safety of the citizens of the City to enter this agreement with the Contractor: NOW THEREFOR:

THAT for and in consideration of the amount of \$425,000 payment of which amount shall be made to the City in accordance with the conditions and covenants hereinafter set forth, the parties hereto agree as follows:

This RFP is to establish for a period of one year a firm total dollar amount to be paid annually to the City for wrecker and tow truck services from one (1) tow truck company. The contract may be extended annually for up to four (4) additional one (1)-year periods under the same terms and conditions of the original contract. Contract extension will occur upon written mutual agreement of the City and the Contractor.

WITNESSETH:

- 1. **<u>DEFINITIONS.</u>** For purposes of this Contract, the following words, terms and phrases shall have the following meanings:
 - a) "Abandoned vehicle" means a vehicle that meets the legal criteria, as determined by the Chief of Police to be declared an abandoned vehicle under the state and local laws and regulations regarding abandoned vehicles.
 - b) "Impounded vehicle" means a vehicle whose driver has been arrested, an illegally parked vehicle, a vehicle that is a traffic hazard, or a vehicle that is taken into custody during the investigation of a crime. All vehicles towed to a vehicle storage facility are considered "impounded" by state regulations.
 - c) "Accident disabled vehicle" means a vehicle damaged as a result of an accident which is incapable of safe or legal operation and is required by a law enforcement officer to be removed from public or private property.
 - d) "Chief of Police" means the chief of Police of the City or his designated representative.
 - e) "Good working conditions" means wreckers and equipment required to conduct tows must be free from mechanical defects with particular reference, but not limited to, lights to, brakes, tires, and steering apparatus.

- f) "Payment method" means method in which an owner/operator shall be permitted to pay the operator of the tow truck the towing fee. Owner/Operator shall be allowed to make payment at the scene with cash, credit card or debit card.
- 2. <u>COMPLIANCE WITH LAWS.</u> Contractor agrees to and shall comply with all applicable federal, state and local laws in the performance of his duties under this Contract.
- 3. <u>AMENDMENT</u>. This Contract may not be amended except by mutual agreement of the parties hereto expressed in writing.
- 4. <u>WAIVER</u>. The exercise of any remedy provided for by this Contract does not waive or exclude any other remedy available to a party at law.
- 5. <u>ASSIGNMENT/ SUBLETTING</u>. Except as herein authorized, it is understood and agreed that the Contractor shall not assign, sublet or transfer any of the Contractor's rights or duties under this Contract without the express written approval of the Chief of Police.
- 6. <u>SEVERABILITY</u>. In the event that any provision of this Contract shall be determined to be illegal or unenforceable for any reason, the remainder of this Contract shall remain in full force and effect as if said illegal or unenforceable provision were not contained in the Contract; provided, however, that if severance of the illegal or unenforceable provision materially alters the obligations of the Contractor under this Contract, the City may, at its option, terminate this Contract by providing written notice to the Contractor.
- 7. **PERFORMANCE BOND.** At the time of execution of this Contract, Contractor shall provide the City with a performance bond in the amount of Twenty Thousand Dollars (\$20,000.00) guaranteeing the good and faithful performance of this Contract. Legal action to collect such bond shall not preclude the City from exercising any other legal remedy that it may have to make itself whole.
- 8. <u>INDEMNIFICATION.</u> The contractor shall indemnify and hold the City, its officers and employees harmless from any and all claims for damages or other liability of any nature whatsoever arising from performance of this Contract by the Contractor.
- 9. **INSURANCE**. The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the contract number for which the insurance is being supplied.

--INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX

DANIEL M. POPE, MAYOR

ATTEST Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dominic R. Esperat, Interim Director of Fleet Operations

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY

Lubbeck Wrecker Services Authorized Representative

Print Name

Address

City, State, Zip Code

CITY OF LUBBOCK, TEXAS

INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

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

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

TYPE OF INSURANCE	COMBINED SINGL	E LIMIT
GENERAL LIABILITY		
Commercial General Liability	General Aggregate	\$1,000,000
Occurrence	Products-Comp/Op AGG	X
	Personal & Adv. Injury	<u>X</u>
To Include Products of Complete Operation Endorsements	Contractual Liability	<u>X</u>
	Med Exp (Any one Person)	<u>X</u>
AUTOMOTIVE LIABILITY		
Any Auto	Per Occurrence	\$1,000,000
🛛 Umbrella Form	Each Occurrence	<u>\$4,000,000</u>
	Aggregate	
GARAGE LIABILITY		
Any Auto	Auto Only - Each Accident	\$1,000,000
WORKERS COMPENSATION		\$500,000
EMPLOYERS' LIABILITY		\$1,000,000
OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED		
 City of Lubbock named as additional insured on Auto/Gener To include products of completed operations endorsement. 	al Liability on a primary and non-contribu	tory basis.
Waiver of subrogation in favor of the City of Lubbock on all	coverages, except	100

The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the contract for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

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

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 and 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.

SECTION F. Prior to the approval of this contract by the City, the Vendor 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.

TERMINATION. The failure of the Contractor to comply with any provision of this Contract shall constitute an event of default. The Contractor shall cure any default not later than five (5) calendar days following notice of default from the City of Lubbock. In the event that the Contractor fails to cure the default within the stated period, the City may terminate this contract by delivering written notice of termination, which will become effective upon such date as is set forth therein, but in no case earlier than seventy-two (72) hours after delivery of the notice of terminate this Contractor. Notwithstanding the foregoing, the City shall also have the right at any time to terminate this Contract without cause upon one hundred and eighty (180) days written notice to the contractor. The Contractor shall be entitled to compensation only for services actually performed prior to termination.

10. CONTRACTOR'S RECORDS AND REPORTS. The Contractor will maintain a complete and updated record file of all vehicles towed pursuant to this Contract. The Chief of Police may audit all records and conduct inventories, inspections, and other assessments of vehicles, facilities and records at any time. The Contractor further agrees to give full cooperation to the Chief of Police and to provide such information as may be required by him. Furthermore, the Contractor will be responsible for any additional documentation and reports as may be required by the Chief of Police from time to time during the term of this agreement. However, the Contractor shall not collect or disseminate information determined by the Chief of Police as unnecessary for the performance of this Contract. Failure to allow inspection or audit, submit reports or records, falsification of records or reports, or the collection of or dissemination of information not

necessary for the performance of this Contract, shall be grounds for termination of this Contract. The Contractor shall retain and maintain all business records relating to this Contract not less than four (4) years from the completion date of the contract.

- 11. **REQUIREMENTS OF EMPLOYEES**. The Contractor hereby authorizes the Chief of Police to conduct a background investigation, including a criminal history check, to determine the suitability of Contractor and Contractor's employees to perform services under this Contract. Pursuant to this requirement, the Contractor and each of his employees who perform such duties or services shall, upon execution of this Contract, execute a background investigation release on forms provided by the Chief of Police. The Chief of Police may require the Contractor and/or the Contractor's employees to be fingerprinted and provide information sufficient to conduct a complete background investigation. The Contractor hereby agrees that any employee who will not submit the required information and release and information on any new employee within ten (10) calendar days after hiring such new employee. The Contractor agrees to honor all requests of the Chief of Police that a particular employee not assigned duties under this Contract.
- 12. **PROFESSIONAL APPERANCE.** The Contractor agrees that all contacts with the public shall be handled in a courteous and professional manner and that the Contractor and his employees shall maintain a neat appearance at all times. Employees of the Contractor shall wear a uniform, in good repair, which identifies them as employees of the Contractor. The uniform to be used must be approved by the Chief of Police.
- 13. <u>CONTRACTOR'S FACILITIES/HOURS OF OPERATION.</u> The Contractor shall provide adequate office space and storage facilities within the city limits for storage of towed vehicles, which vehicles shall be secured against theft and vandalism. The Contractor shall be responsible for all vehicles and their contents while they are under his custody and control.

The Contractor shall pay any claims from vehicle owners of theft or vandalism within ten (10) days or else advise the individuals who assert that their vehicles or the contents contained therein have been stolen or vandalized that they may file a written claim with the Chief of Police for damages if the amount claimed does not exceed \$1,000. The Contractor shall also post a conspicuous notice on the premises of his storage facilities that vehicle owners have this right. Upon receipt of a claim not exceeding \$1,000, the Chief of Police shall appoint three (3) residents of Lubbock County, Texas, to investigate such claim. No more than one of these appointees shall be a law enforcement officer. If they desire, the appointees may conduct a hearing to determine the validity of the claim. At such hearing, the vehicle owner will prevail if he proves to the satisfaction of a majority of the individuals conducting the hearing that the theft of vandalism occurred while his vehicle was in the Contractor's custody. The vehicle owner need not prove that the contractor was negligent in allowing the theft or vandalism to occur. The individuals conducting the hearing, in their discretion, may reduce the amount of a claim awarded. The decision of the individuals conducting the hearing shall be final, and both the Contractor and vehicle owner must agree in writing prior to commencement of the hearing that they will abide by such decision.

The Contractor shall not permit alcoholic beverages to be possessed or consumed by any person at the Contractor's storage facilities any time. The Contractor shall confine guard dogs and any other animals at the storage facilities in such a manner that they are not in view and do not have access to customers or City representatives conducting business at such facilities during hours in which Contractor is open for business. The Contractor shall be able to provide proof of current rabies vaccinations for all animals on the premises.

The Contractor shall not knowingly allow unauthorized persons to enter the impound area of the storage facilities. The Contractor shall provide reasonable accommodations of the owners of vehicles and to authorized agents of the owners, which shall include a clean, furnished, public waiting area inside the office area of the facilities. Also, reasonable access to the vehicles shall be provided to owners and to authorized agents of the owners.

The Contractor shall be required to have an attendant available at the storage facilities for the release of vehicles from 8 a.m. until 11 p.m. Monday through Saturday each week and from 8 a.m. until 5 p.m. on Sunday except for nationally recognized holidays. The Contractor shall be required to have an attendant available to come to the facilities for vehicle releases within one (1) hour of notification at all other times. It is not the intent of this section to require the release of vehicles after midnight.

The Contractor shall be responsible for the upkeep, maintenance and cleanliness of the facilities, including removal of debris and garbage. Grass and weeds on the premises will be kept trimmed to less than six (6) inches in height. Contractor shall immediately clean the premises and effect any repairs to the same when requested by the Chief of Police.

The Contractor shall provide all necessary office equipment and furniture and shall provide and be responsible for all utilities, including telephone, water and electric service. A clean and sanitary restroom shall be maintained for customers conducting business at the facilities.

The Contractor's storage facilities must provide a minimum of 900 spaces for vehicles stored pursuant to this contract in one (1) centralized location. In addition, the Contractor shall provide a minimum of 300 or more spaces separate and apart from the other required spaces for the purpose of storing and an additional 300 spaces for the auctioning of the abandoned vehicles in one centralized location. The auction space must be separate and fenced for the auction. Spaces shall be large enough to allow vehicles to be stored at least three (3) feet apart and arranged to accommodate safe and prompt removal upon request. Should the Contractor's storage facilities be filled to capacity, the Contractor hereby agrees to move vehicles not being stored pursuant to this Contract to other locations.

14. <u>SERVICES TO BE PERFORMED BY THE CONTRACTOR</u>. The Contractor shall tow and store all vehicles designated by the chief of Police in a safe and secure manner so as to avoid damage to the vehicles or danger to any motorists, pedestrians or Contractor's employees. The Contractor shall respond to all tow requests from the Chief of Police within forty (40) minutes of receiving such requests unless otherwise specified in this agreement.

The Contractor agrees to stand ready to ably, professionally and promptly respond to any and all tow requests made by the Chief of Police regardless of the time of such requests or the number of such requests. The Chief of Police reserves the right to use tow trucks owned by other towing services should the Contractor be unable or unwilling to respond to a tow request by the Chief of Police in a timely manner. Should it be necessary for the Chief of Police to utilize another towing service for any reason other than severe weather, disaster or some other reason beyond the reasonable control of the Contractor, the Chief of Police may instruct such other towing service to tow and deliver the vehicle to the Contractor's storage facilities. Upon completion of delivery, the Contractor shall immediately pay the other towing service's customary charges for the services performed, take possession of the vehicle, and perform all obligations in regard thereto as though the Contractor had made the tow. The Contractor hereby agrees to make his storage facilities available at all times to any substitute towing service utilized by the Chief of Police pursuant to the terms of this section.

In responding to tow request from the Chief of Police, the Contractor shall use authorized vehicles and equipment, which he owns or leases unless such vehicles and equipment are not available for use. In such event, the Contractor may then use authorized vehicles and equipment from other towing services pursuant to agreements he may have with such other services, provided the vehicles and equipment comply with all state, federal and local laws, rules and regulations necessary to perform such tows and the requirements of the Agreement. Neither the City nor the owner of a towed vehicle shall be required to pay any additional fees or charges when the Contractor utilizes another towing service, and the Contractor shall pay such other service not less than seventy-five percent (75%) of the towing and equipment charges required by this agreement. Furthermore, the Contractor shall ensure that all other towing services whose vehicles and equipment are utilized by the Contractor under this section comply with the following requirements:

a) Every tow truck which is utilized for the benefit of the contractor shall contain signs on each side of the vehicle approved by the Chief of Police which legibly identifies the contractor and his phone number.

- b) Every vehicle towed by another towing service shall be delivered to the Contractor's storage facility unless otherwise designated by the vehicle owner to the Chief of Police. Before a tow is performed by another towing service on behalf of the Contractor, the operator of the tow truck must provide written notice to the owner of the towed vehicle and a law enforcement officer, if present, of the contractor's name, storage facility address and telephone number.
- c) The Chief of Police must receive advance notice that a tow will be performed by a towing service other than the Contractor.

The Contractor acknowledges that the owner or person in lawful possession of any vehicle which has been damaged or incapacitated shall have the right to call the towing service of his or her choice unless a law enforcement officer on the scene directs the Contractor to tow the vehicle because of public safety or time-or-response concerns. Further, the owner of person lawfully in charge of the vehicle at the place of accident or place of incapacity shall be given the opportunity to have the vehicle towed to a location other than the Contractor's storage facilities.

The Contractor shall provide for towing and storage of vehicles and trailers removed from public or private property at the request of the Chief of Police at a rate not greater than the applicable rates specified in this Contract.

The Contractor agrees that neither he nor his employees shall solicit personal business from the owners of vehicles stored at the Contractor's facilities.

The Contractor is prohibited from selling or storing parts, dismantling vehicles, or performing any work on private vehicles at his storage facilities. However, storing parts for and doing repair work on vehicles used for towing in furtherance of the provisions of the Contract shall be permitted.

The Contractor shall immediately notify the Chief of Police of any unclaimed property removed from any vehicle at the time of its release from the storage facilities, and the Contractor shall immediately notify the Chief of Police if the Contractor believes that a vehicle contains stolen property.

The Contractor shall maintain in good operating conditions at all times during the term of this Contract a service fleet of at least twelve (12) Class I wreckers, as that term is defined in the City Code of Ordinances, with at least six (6) being of the rollback type, and at least two (2) Class II wreckers, one of which must be a minimum of 50 toms and the other must be a minimum of 35 tons. The contractor must also maintain in good operating condition at least one (1) semi-truck with a sliding axle trailer and at least one (1) 30,000 lbs. wheel loader with a minimum of 15' long auto salvage forks. The remaining tow trucks must be designed to tow a vehicle without placing stress on the body or frame of the towed vehicle. Sling-type towing devices shall not be used. The contractor agrees to tow all vehicles in accordance with the manufacturer's recommendation for the particular make and model. All tow trucks shall be in compliance with all applicable laws and ordinances at all times.

15. <u>ABANDONED VEHICLES.</u> The Contractor shall remove, preserve and store any and all abandoned vehicles upon written request of the Chief of Police. Such vehicles shall be removed by the Contractor within twenty four (24) hours after the Contractor receives the written request for removal, preservation and storage. The Contractor shall not remove an abandoned vehicle from the storage facilities, return such vehicle to its owner, or in any way settle charges or claims with a vehicle owner without prior written consent of the Chief of Police.

The Contractor shall make his storage facilities available a minimum of one (1) Saturday each month for an abandoned vehicle auction to be conducted by the Lubbock Police Department. The storage facilities shall be at the minimum 10 x 16, structure with lighting, electricity, internet, heating and air conditioning satisfactory to the Lubbock Police Department. The Contractor will honor all reasonable request by the Chief of Police intended to ensure that such auctions are conducted in the fairest possible manner. The Chief of Police alone shall determine the exact order in which abandoned motor vehicles will be auctioned. Contractor agrees, without additional charges, to position abandoned vehicles as directed by the Chief of Police to facilitate the auction. The Contractor shall not be entitled to receive any money from the sale at auction of any vehicles removed, preserved or stored pursuant to this Contract, except this restriction shall not apply to vehicles deemed abandoned by law because they were left for more than ten (10) days in the Contractor's storage facilities after proper notice was given, or to motor vehicles stored pursuant to Contracts for storage entered into between a vehicle's owner and the Contractor.

16. **PAYMENT TO THE CITY.** For as long as this agreement remains in effect, Contractor agrees to annually pay the city the amount of \$ 425,000 as follows:

The Contractor shall pay the City in one annual installments. The first installment shall be paid on the first day of the month after execution of this contract and each subsequent payment shall be due upon the same day of each succeeding year. Failure of the Contractor to pay any installment at the specified time shall be deemed a breach of this Contract. The Contractor agrees that no payments shall be returned to the Contractor in the event of his default.

17. <u>CONTRACT TERM.</u> The term of this Contract may be extended annually for up to four (4) additional one (1)-year periods under the same terms and conditions of the original contract. Contract extension will occur upon written mutual agreement of the City and the Contractor.

This Contract shall automatically terminate if the amount owed by the City to the Contractor exceeds \$_425,000 for the Contract term.

18. **NOTICES.** Notices will be in writing by certified mail or hand delivered to a person authorized to receive notices by each party.

19. **<u>BILLING PROCEDURES.</u>** The Chief of Police shall have the right to cancel a request for towing services, and no charge made to the City or the owner/operator of the vehicle when a request is cancelled. In the event that an owner/operator of a vehicle arrives at the location of the vehicle after it has been lifted by contractor's tow truck, the owner/operator shall be permitted to pay the operator of the tow truck the towing fee permitted by this Contract and receive custody of the vehicle. Should the owner/operator be unable or unwilling to pay the towing fee, the vehicle shall be towed to the Contractor's storage facilities.

The Contractor may charge waiting time (supplemental charges) after the 30 minutes that a tow truck spends at the location of a towing assignment, provided that the Contractor has remained available to commence the tow during that entire time period.

No charges, fees or costs other than those specified in the Contractor's bid and in this Contract may be charged for towing services requested by the Chief of Police. The Contractor will bill the City for services performed in connection with vehicles owned or leased by the City at the same rates as are provided herein for such service on a monthly basis. Any vehicle towed or stored pursuant to this Contract will be released without towing or storage fees upon written authorization from the Chief of Police.

THE PARTIES AGREE THAT THE CITY SHALL HAVE NO OBLIGATION TO THE CONTRACTOR FOR CHARGES INCURRED IN CONNECTION WITH WRECKER SERVICES FOR VEHICLES TOWED AT THE CITY'S REQUEST OTHER THAN: (1) VEHICLES OWNED OR LEASED BY THE CITY; (2) ABANDONED VEHICLES; AND (3) JUNKED VEHICLES. THE CONTRACTOR MUST SEEK PAYMENT FOR ANY TOWS OR TOWING SERVICES NOT SPECIFICALLY DESCRIBED IN THIS PARAGRAPH SOLELY FROM THE OWNER OF PERSON RESPONSIBLE FOR EACH SUCH VEHICLE.

All invoices for towing city-owned or leased vehicles shall be consecutively numbered and sent to a person or persons designated by the Chief of Police to receive such invoices. The Contractor will give a detailed receipt containing an itemized listing of all charges to persons whose vehicles are towed.

- 20. <u>SERVICE CHARGES.</u> The Contractor agrees that the following charges will be the maximum charged for services performed pursuant to this Contract:
 - a) Impounded vehicles and accident disabled vehicles:

i) Towing charge:

- Year one (1) and two (2) \$200.00 per impounded vehicle
- Year three (3) and four (4) \$210.00 per impounded vehicle
- Year five (5) \$220.00 per impounded vehicle

Charges does not include delivery when owner/operator request vehicle be taken to a destination other than Contractor's storage facility

ii) Dollies charge: \$15.00 per vehicle

Dolly charge, the vehicle must be removed from the location where it was impounded or disabled on dollies.

iii) Supplemental charges: One-half of the actual towing charge

Charge begins thirty (30) minutes after his/her arrival at the scene of a tow, Contractor may assess such charges for each thirty (30) minute interval that he/she is required to remain at the scene in order to safely and properly discharge his/her obligations under the contract. However, supplemental charges may not be assessed if delay in towing a vehicle is due to time expended by the Contractor preparing to tow other vehicles.

iv) Impound fee: \$20.00

v) Notification fee: \$50.00 one-time charge

Charge - a letter fee may not be charged until after twenty four (24) hours from the time of the tow.

vi) Storage fee per day: \$20.00 per impounded vehicle under 25 feet in length \$35.00 per impounded vehicle more than 25 feet

b) Abandoned vehicles: \$30.00 per vehicle total fee \$250.00 for heavy-duty vehicles

- c) City vehicles: \$30.00 per vehicle total fee
- d) Required Heavy Duty assist: \$250.00

When a heavy-duty wrecker is required to assist in the recovery of a light duty vehicle (example: vehicle hanging off overpass, in a lake, in a building structure, etc.) This contract does not include rates for heavy-duty vehicle recovery.

All loss or damage sustained by the Contractor and arising out of the nature of the work to be performed under this Contract, or from unforeseen circumstances, unusual obstructions or difficulties which may be encountered in the prosecution of such work, shall be borne by the Contractor at his own cost and expense.

- 21. <u>FUEL SURCHARGE.</u> During the term of this Contract, the Contractor may add a Fuel Surcharge described herein. The Fuel will be calculated using the daily Transport Load Pricing Fuel Rack Price (hereinafter referred to as "Rack Price") as furnished to the City and the Contractor by the City's contracted fuel supplier on the last business day prior to the day of service. No Fuel surcharge shall be added when said Rack Price is one dollar and twenty-four cents (\$1.24) or less. The contractor may add a Fuel Surcharge of one dollar and fifty cents (\$1.50) for each twenty-five cent (\$0.25) increase in the Rack Price over one dollar (\$1.00). Such Fuel Surcharge may be added to the towing charge for impounded vehicles and accident disabled vehicle.
- 22. <u>TEXAS LAWS.</u> This Contract shall be governed by the laws of the State of Texas and it is performable entirely within the boundaries of Lubbock County, Texas.

--INTENTIONALLY LEFT BLANK ---



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Telecommunications: Consider a resolution authorizing the Mayor to execute Contract 18156, with World Wide Technology, LLC, for professional implementation services related to the upgrade of the City-wide telephone system.

Item Summary

The professional services contract with World Wide Technology, LLC is to provide implementation services to upgrade the City-wide telephone system hardware and software. The project will replace hardware and software that has reached the end of service and support life. The project will bring the phone systems up to the current versions and is expected to take approximately 10 weeks.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-4167. 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 Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

Contract 18156 with World Wide Technology, LLC, for the Telephone System Upgrade, in the amount of \$124,662 is appropriated in Fiscal Year 2023-24 Budget, Equipment Capital Outlay - Communications Equipment Account, and the Equipment Maintenance - Telephone Maintenance Account.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager James C. Brown, Chief Information Officer

Attachments

Resolution - Contract 18156 Contract 18156

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. 18156 for Cisco UC Upgrade, per DIR-TSO-4167, by and between the City of Lubbock and World Wide Technology, LLC, 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 ______.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Blodie Witcher

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM: ssistant City Attorney

ccdocs II/RES.Contract-World Wide Technology, LLC June 18, 2024

Contract 18156



City of Lubbock

Cisco UC Upgrade

April 19, 2024

PRESENTED BY

Claire Noel Account Manager World Wide Technology, LLC claire.hulcer@wwt.com www.wwt.com



Table of Contents

Project Sco	pe	3
1.1 Proje	ct Description	3
1.2 Delive	erables	3
1.3 Proje	ct Sites	3
1.4 Proje	ct Management	3
1.4.1	Project Initiation	3
1.4.2	Project Schedule	4
1.4.3		
1.4.4		
1.5 Proje		
1.5.1	Professional Services Project Tasks	
1.5.2	Testing	7
1.5.3	Cutover Procedures	8
1.5.4	Documentation	8
1.6 Out o	f Scope	8
Customer R	Responsibilities	8
Assumption	ns	10
Pricing Sum	ımary	12
4.1 Proje	ct Change Control	12
	 1.1 Project 1.2 Delive 1.3 Project 1.4 Project 1.4.1 1.4.2 1.4.3 1.4.4 1.5 Project 1.5.1 1.5.2 1.5.3 1.5.4 1.6 Out of Customer F Assumption Pricing Sumption 	1.2 Deliverables 1.3 Project Sites 1.4 Project Management 1.4.1 Project Initiation 1.4.2 Project Schedule 1.4.3 Status Meeting 1.4.4 Status Report 1.5 Project Tasks 1.5.1 Professional Services Project Tasks 1.5.2 Testing 1.5.3 Cutover Procedures 1.5.4 Documentation 1.6 Out of Scope Customer Responsibilities Assumptions Pricing Summary



1 Project Scope

World Wide Technology, LLC (WWT) will provide services for City of Lubbock (Lubbock or Customer). Each of the parties' responsibilities is defined to provide a clear understanding of the scope of Cisco UC Upgrade services. This SOW is governed by the DIR-TSO-4167 awarded 7/4/2018 ("Contract") Any terms capitalized that do not have a definition herein shall have the meaning set out in the Contract.

The pricing submitted with this SOW reflects the services and responsibilities described herein. WWT will strive to meet Lubbock's schedule requirements; however, actual project dates will be subject to availability of materials and resources and Lubbock's attention to its responsibilities.

1.1 Project Description

WWT will upgrade Call Manager, Unity Connections from 11.5 to version 14, and UCCX from 11.5 to 12.5 for the City of Lubbock.

1.2 Deliverables

Activities related to scheduled tasks will support Deliverables necessary for a successful project.

- External Kickoff Deck
- High-Level Design (HLD)
- Optional Migration Plan
- Pre-Deployment Guide (PDG)
- Acceptance Testing Procedures (ATP)
- As-Built Documentation
- Up to one (1) cutover(s) or migration window(s) through the duration of this project

Customer has full ownership rights to the Deliverables listed above. Notwithstanding any contrary or contradictory terms in any other contract, agreement or otherwise, no other intellectual property is transferred hereunder. For purposes of clarity, WWT retains all rights to its intellectual property including, but not limited to, its skill sets, tools, know-how, methodologies, processes, and any improvements, enhancements, and other modifications thereto.

1.3 Project Sites

The below site(s) are in scope for this service offering. Modifications to sites, scope or level of effort will be managed through the Change Control process.

• Multiple locations within the city of Lubbock

1.4 Project Management

1.4.1 Project Initiation



WWT follows a project initiation process that begins with planning the project with the key stakeholders. The process begins with planning a project initiation with Lubbock during which all requirements, dependencies, success criteria, as well as challenges and risks to the project will be identified and planned for.

The project initiation will consist of the following tasks:

- Define roles and responsibilities of the project core team
- Articulate project objectives, priorities, technologies being deployed, and key Deliverables
- Identify the work required to achieve the project goals
- Establish a high-level schedule for the project
- Develop strategies for mitigating major project risks
- Plan the project success criteria
- Understand project dependencies
- WWT and Lubbock will jointly define the due dates for Lubbock owned prerequisites. Lubbock understands these dates are required to achieve the project outcome and may trigger changes to the project scope

1.4.2 Project Schedule

WWT Project Manager will produce a project schedule to support the scoped items within this SOW. WWT Project Manager will work with Customer's project sponsor or project manager to assist in the incorporation of the schedule into a master schedule.

1.4.3 Status Meeting

WWT Project Manager will conduct a Customer facing status meeting at a cadence agreed upon during the project initiation phase. The meeting agenda will include overview of project health and status, review and discussion of RAID (risk, action items, issues, and decisions needed), discussion of timeline and upcoming next steps. The meeting will include a predefined list of stakeholders, and meeting minutes.

1.4.4 Status Report

WWT Project Manager will produce a standard Customer facing report that will display the health and status of the project, risk/issues, and upcoming next steps. WWT Project Manager will use the standard WWT status report format unless otherwise discussed during the project initiation phase. This can be populated and stored in Customer repository or sent to a defined distribution list.

1.5 Project Tasks

1.5.1 Professional Services Project Tasks

WWT will perform the following tasks:

Project Kickoff



- WWT and Customer Kickoff Meeting with key stakeholders to review the project scope, approach, deliverable and responsibilities of all parties
- Share schedule information, contact information, and procedural information with Customer
- Assessment Workshop to understand the existing environment, business requirements regarding features, migration, risks, overall expectations, and key success criteria. Review and discuss the following:
 - Review HLD and use the WBS with PMO to develop project plan
 - Project configuration parameters
 - Virtualization and virtual machine (VM) placement
 - Licensing and user integration
 - Cisco Unified Border Element (CUBE), Public Switched Telephone Network (PSTN), and Internet Telephony Service Provider (ITSP) requirements
 - Review and discuss existing Session Initiation Protocol (SIP) environment
 - Review and discuss existing SIP Service Provider
 - Review and discuss existing SIP security
 - Review and discuss SIP dial plan
 - Voice Gateway (VG) and Analog Telephone Adapter (ATA) requirements
 - Collaboration network and security requirements
 - Components that are End of Life/End of Sale (EOL/EOS) or Deprecated
 - Validate versions of the devices and applications in use are supported by CUCM version 14 and report findings
 - Validate all applicable Cisco Smart Software Licensing requirements
 - Validate SFTP Server requirements and compatibility
 - Validate phone firmware that corresponds to version 14 release of CUCM
- Detailed design development and documentation based on data collected during the planning stage
 - Develop implementation strategy, migration and back-out plan
 - Update HLD
 - Develop PDG and MOP
 - Develop ATP
- New Hardware Customer-Responsible Installation
 - Configure Qty (2) BE7000-M6 servers to replace EOS/EOL UCS Servers (4 per server)
 - Ensure connectivity and proper operation of Cisco BE7000s before installation
 - Configure Redundant Array of Independent Disks (RAID)
 - Configure Cisco Integrated Management Controller (CIMC) network settings
 - Install ESXi and configure network settings
 - Perform ATP
- Configure Qty (1) Cisco 8300-1N1S-6T router
 - Verify CUBE TLS licenses
 - Configure inbound and outbound dial-peers
 - Update global CUBE settings
 - Perform Certificate Tasks:
 - Create SBC trustpoint
 - Generate certificate signing request (CSR)
 - Import CA signed host certificate
 - Specify the default trust point and TLS version
 - Connect SIP trunks to demarcation points



- Add tenant configuration
- Perform ATP
- Perform Day-1 Cutover Support
- Configure Qty (11) VG400-2FXS/2FXO
 - Consolidate analog stations and configuration from (11) existing VG202s
 - Connect power supply and network cable
 - Upgrade IOS release
 - Configure MGCP
 - Configure CUCM
 - Perform ATP
- Configure Qty (11) VG400-4FXS/4FXO
 - Consolidate analog stations and configuration from (11) existing VG204s
 - Connect power supply and network cable
 - Upgrade IOS release
 - Configure MGCP
 - Configure CUCM
 - Perform ATP
- Configure Qty (5) ATA192s
 - Connect power supply and network cable
 - Complete ATA network setup
 - Configure CUCM
 - Perform ATP
- Configure and Deploy Cisco Prime Collaboration Deployment (PCD)
 - Download and deploy PCD
 - Verify VMWare Application Program Interface (API) access
 - Add CUCM
 - Add ESXi Hosts to PCD inventory
 - Add CUCM & IM&P version 14 ISOs to PCD SFTP Server
 - Send 14 ISO files to PCD server /fresh_install directory
 - Install upgrade readiness COP files
 - Map physical nodes to Virtual Machines (VMs) and schedule migration tasks
- Perform pre-migration testing (engineer test plan)
 - Document pre-upgrade versions for CUCM, IM&P, CUC, & UCCX
 - Document current hardware and VMware versions
 - Document endpoint registration and replication status
 - Update IP addresses or hostnames of destination nodes in DNS
 - Ensure all VG and analog gateways are registered and collaborate on testing to ensure that application reachability and functionality is not impacted by the upgrade
 - Validate all existing Session Initiation Protocol (SIP) Trunks are functioning normally to the existing Cisco Unified Border Element (CUBE) routers, and collaborate on testing to ensure that application reachability and functionality is not impacted by the upgrade
- Perform DRS backup of all existing data and confirm status of all systems and perform v14 migration with PCD (V2V)
 - CUCM and IM&P
 - CUC
 - Run pre-upgrade-check COP file
 - Perform migration of existing cluster nodes to the new cluster nodes
 - Perform bulk certificate management if hostnames changed



- Migrate/Install licensing to Smart License Manager
- Cutover CUCM and IM&P Cluster Upgrade
 - Check and perform the switch version on all nodes
 - Verify cluster database replication
 - Verify phone registration and certificates
 - Perform ATP
- Cutover CUC Cluster Upgrade
 - Check and perform switch version on both nodes
 - Verify cluster database replication
 - Perform ATP
- Cutover UCCX Cluster Upgrade
 - Upgrade UCCX from 11.5 to 12.5
 - Confirm if using Cisco WFO
 - Configure domain name and DNS server IPs
 - Verify the backup of all the existing data
 - Verify cluster database replication
 - Perform ATP
- Cutover Informacast Cluster Upgrade
 - Obtain a System Backup
 - Make a VMware clone of the InformaCast VM.
 - Download all required upgrade files (package and ISO file)
 - Run the "UpgradeValidatorRestricted" download and mitigate any found items (rerun this tool in between each .deb)
 - Connect the ISO file to the virtual appliance (using vSphere or Virtual Machine Remote Control (VMRC))
 - Run pre-flight checks and mitigate any found items
 - Verify and update the system settings
 - Perform ATP
- Perform Day-1 Cutover Support
 - The cutover of all systems will occur during a single weekend maintenance window. In the event that all systems are not upgraded during a single weekend maintenance window, a change order will be required.
 - The Engineer will support the cutover window during normal business hours, 8:00 a.m. to 5:00 p.m., Monday-Friday local time zone.
- Collect As-Built Data and provide As-Built documentation and conduct informal knowledge transfer
 - The actual As-Built deliverables and format will be determined during the planning phase
- 2-ITB Technical Solution Leadership (2hrs per week)

1.5.2 Testing

Utilizing the data obtained in the project initiation meeting, WWT will develop an ATP documentation package. The ATP package will include a document detailing test resource requirements, procedures, and expected results. The test plan document package will be reviewed by Lubbock to confirm both parties agree to the test plan criteria and methodologies. After reaching agreement, major changes to the ATP package as a result of a feature, application, or design change



will go through a change control process to ensure no changes are implemented without having an agreed upon ATP.

1.5.3 Cutover Procedures

WWT will formally turn the site over to Lubbock for daily operational support after the successful testing of the solution. As-Built documentation will be provided for each installation as it is turned over, including e.g., design documents, configuration files, and diagrams. The actual As-Built deliverables and format will be determined during the planning phase.

1.5.4 Documentation

WWT employs a formal documentation development process, which utilizes a document change management tool to protect and control content production and editing. All documentation will be considered confidential and available for official use only, and with contributing staff unable to share data outside the project's Information Technology (IT) domain.

1.6 Out of Scope

The following items have been determined to be out of scope relative to this SOW and are identified in order to avoid any confusion.

- In the normal course of business, WWT does not require receipt of any personally identifiable information, protected health information, or other structured personal or sensitive information as defined by applicable data protection laws ("Protected Data") in its performance of the Services hereunder. Access to or receipt of any Protected Data is expressly out of scope for WWT Services under this SOW. In order to perform the Services set forth in an applicable SOW (or this SOW), however, out herein, WWT may access Customer Confidential Information. All such access shall be within the Customer's network and pursuant to the Customer's security processes and protocols
- Any work not specifically listed as a task in this document is considered out of scope
- No formal training will be provided
- No On-site work. All work will be performed remotely.

2 Customer Responsibilities

All services performed by WWT will be based on the following assumptions and Customer responsibilities. Changes to these assumptions or Customer failure to meet its responsibilities may affect scope and cost.

- Lubbock will designate a single point of contact to whom all WWT communications may be addressed and who has the authority to act on all aspects of the services throughout the duration of the project; such contact shall be available during normal hours of business (Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding holidays)
- Lubbock will have suitable technical staff as mutually agreed upon by both parties available for the duration of the engagement as defined by the project schedule. The Lubbock staff will need to participate in and support the various tasks of the project as required as defined



by the project schedule or other tasks not directly stated, but have a direct impact on completion of this project

- Lubbock is responsible for the identification and interpretation of, and ensuring compliance with, all laws, statutes, rules, regulations and standards applicable to its or its affiliates' business or operations
- Lubbock will provide reasonable access to all Lubbock sites and facilities, including where applicable, computer equipment, telecom equipment, facilities, workspace and telephone for WWT's use during the project
 - Lubbock will on-board WWT employees based on identified need, including remote access, as mutually agreed by both parties during the course of the project
- Lubbock and WWT will jointly define standard configuration templates by the mutually agreed upon date defined during the project initiation and documented in the project plan of record
- Lubbock and WWT will jointly define the required physical and logical site information by the mutually agreed upon date defined during the project initiation and documented in the project plan of record
- Each Task and Deliverable set out herein shall be deemed accepted unless Lubbock provides written notice of non-conformance or rejection within five (5) business days of delivery or notice of completion. If possible, WWT will continue work pending acceptance
- Lubbock will supply access information and credentials to the engineer(s) for any Lubbock tools and all existing equipment that needs to be configured or may need to be modified within five (5) business days of WWT's written request for access
- Lubbock will confirm site readiness including circuits, cabling, power, cooling, and rack space in accordance with the agreed upon project schedule
- Lubbock will specify physical and logical network topology for existing network infrastructure and identify connectivity requirements for other network-attached devices
- Lubbock will install and verify the operation of all equipment not provided by WWT; this
 equipment will be installed, tested, and operational in accordance with the agreed upon
 project schedule
- Lubbock will provide all cabling (i.e. infrastructure, patch, and workstation) required to complete the installation that is not included with the project equipment or listed on WWT quote; cabling will be delivered and/or installed
- Lubbock will ensure that all circuits have been labeled in a manner that clearly identifies each component
- Lubbock will ensure adequate power to terminate the equipment
- Lubbock is responsible for all server and network security definitions and it is assumed that the WWT technical resources will have appropriate configuration requirements prior to the design and implementation commencing
- Lubbock will provide all security lockdowns required for any deployed systems prior to scheduling resources to arrive on-site. Lubbock will provide timely technical assistance in the event a lockdown prevents a deployed solution from functioning properly. In the event that a solution cannot be found without impacting the schedule, Lubbock and WWT will document the solution and determine to extend the timeline or back-out the lockdown until the solution works. Lockdowns will not be required or implemented for virtual appliances
- Lubbock will provide Virtual Private Network (VPN) or other remote access and appropriate credentials in order to complete this project
- Provide documentation of existing environment as necessary
- Provide device naming standards



- Provide any service accounts that are required
- Customer is responsible for all supporting network infrastructure and systems required. This includes, but is not limited to application of trusted Differentiated Services Code Point ("DSCP") for Quality of Service ("QoS"), Voice Virtual Local Area Network (VLAN) definition, Dynamic Host Configuration Protocol ("DHCP") configuration 150, Accounts within Exchange, Lightweight Directory Access Protocol ("LDAP"), signing of Certificate Signing Request ("CSR") generated from environment, etc.
- Customer is responsible for SFTP server and network share of sufficient size to store and maintain system backups
- Provide sufficient access to common and core services such as DNS, DHCP, NTP, LDAP or Active Directory, and databases that are necessary
- There will be no jabber or IPC client deployment
- Customer will establish and/or migrate existing SIP and PRI/POTS functionality during and after migration
- Customer is responsible for placement of new endpoints and migrated site testing
- Customer is responsible for IOS version upgrades of the voice and analog gateway(s) to latest compatible version (where applicable), and integrated with the upgraded CUCM system
- Customer will coordinate with Windows AD, security, exchange and network teams to work with the WWT engineer in a timely fashion as to not create delay in the implementation. Should tasks not be assigned as expected this may cause a slip of the schedule, Customer must contact the WWT PM and give a status of all tasks assigned to Customer so the engineer's schedule can be created to allow for most effective use while onsite. Failure to alert the WWT PM may result in wasted engineering hours and may require a change order to account for these hours. These tasks include but are not limited to:
 - Network readiness (all sites)
 - Active Directory readiness
 - Configuration of network security devices including firewalls and IDS as recommended by the WWT engineer to allow the proper use of the Cisco UC Suite in accordance with the UCR and ESC APL certification
 - Installation of the new hardware to include rack and stack and connection to the network. The customer is responsible for making new equipment available to the WWT engineer remotely.

Note: Success of the project is dependent on the responsibilities above. Lubbock shall complete all required tasks in this section without delay to allow continuous work effort by WWT personnel. If responsibilities indicated above are not completed prior to the deployment date, the project timelines may need to be rescheduled based on WWT engineering availability.

3 Assumptions

In preparing this SOW, WWT made certain assumptions for items not expressly documented during discussions with Lubbock. Changes to these assumptions may affect scope and cost.

 WWT will not be responsible for any project delays or costs caused by failure to deliver or by delayed provision of information, systems, or feedback from Lubbock or third party vendors


- Tasks will be completed during normal business hours between 8:00 a.m. and 5:00 p.m. project site local time, Monday through Friday, excluding WWT-observed holidays, unless otherwise negotiated and noted in this SOW
- WWT will assign all staff resources as to best-fit total requirements and no individual employee is being specifically promised or quoted for this project
- WWT shall rely upon any standard operating procedures or practices of Lubbock and any direction, or regulatory or other guidance provided by Lubbock as agreed to during the project initiation
- Any configuration or modification made by WWT to any third party software or materials provided by Lubbock or work incorporating such items will be subject to the ownership and other rights agreed to by Lubbock with the applicable third party. Lubbock understands any such configuration or modification may negate the third party warranty and/or support, and WWT will hold no liability for any configuration or modification performed at Lubbock's direction
- WWT is not providing any warranty regarding, and is not liable for, any third party or Lubbock software, documentation, equipment, tools or other products or materials, even if recommended by WWT
- Time estimates for the implementation of the solution do not include time required for Customer change control processes. Any change control process delays that impact the time and level of effort to deliver the solution will incur a change order for the time difference
- WWT may deliver the Services through a combination of employees, contractors, and subcontractors working under WWT's direction, at WWT's discretion
- The services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Lubbock
- All business days worked as part of this project will be consecutive unless agreed to in advance by both Lubbock and WWT
- Notwithstanding any conflicting or contrary terms in the Agreement, including any applicable order of precedence, Lubbock understands that WWT personnel located globally may perform the Services herein and, by its authorized signature, Lubbock expressly acknowledges and approves
- Upon completion of installation and configuration of the solution, WWT will present Lubbock with an ATP. Both parties will complete the ATP with identified representatives signing off on each portion of testing, validating the successful certification of each task documented in the ATP document
- Knowledge transfer will not include any courseware or formal lab manuals. It will be handson knowledge transfer on the deployed solution within the Lubbock environment. This is an informal sharing of information between technical peers and is intended to supplement but not replace any manufacturer's formal system implementation or administration classes. Formal classroom offerings may be offered and scheduled through WWT
- The pricing and effort represented in this SOW is based upon one (1) cutover weekend, and eight (8) hour(s) per change window as confirmed during the project initiation. Any changes to this will be managed through the Change Control process
- If at any time, the United States Government or its duly appointed representatives issues a safety, terrorism, tariff, or other legally binding statement(s) that impacts WWT's ability to transact business in the affected country, WWT reserves the right to defer or exclude scope obligations for the countries impacted. WWT will reduce the cost commensurate with the reduced scope



If WWT Personnel are required to be onsite during this engagement, the parties are
proceeding under the assumption that there are no onsite safety hazards. Lubbock is not
required to complete a WWT Customer Safety Assessment Questionnaire ("Safety
Questionnaire"). Upon arrival at each site, WWT Personnel will perform a brief visual
inspection for onsite safety hazards. If WWT Personnel identify any onsite safety hazard(s),
then Lubbock will complete a Safety Questionnaire, available at https://wwt.com/csq, for
each site or for each group of sites with reasonably similar risks. A Change Order will
address the onsite hazards, personnel safety measures, and any additional requirements

Note: When applicable (projects implementing Communications Manager or Communications Manager Express). As a standard implementation practice, WWT will route all Emergency Services calls (Police/Fire/Rescue) to the municipal Public Safety Answering Point (PSAP) via the Public Switched Telephone Network (PSTN) Voice Gateway router in each physical location. As a general rule, Emergency Services calls are defined as calls to either 911 or X911 (where X = local PSTN trunk access code, for example 9911). All telephone instruments equipped with a handset, headset, speakerphone or TDD/TTY device will be permitted access to both route patterns at all times, regardless of other dialing restrictions in place on the Unified Communications system.

4 Pricing Summary

This is a Firm Fixed price project as described above. Costs for hardware and software are not included in WWT's fees.

Work will be performed at City of Lubbock facilities in the location(s) listed in the Project Sites section and/or remotely. The duration of this project is estimated at ten (10) weeks. The project schedule will support the overall duration of the project and will include events from the project initiation through confirmation of project closure. Fees setout below are contingent upon performance of the services continuously and without delay.

The firm fixed labor budget for this work is as follows:

Professional Services		
Project Name		Price
Cisco UC Upgrade		\$124,662.00
	Total Professional Services	\$124,662.00

Note:

- Pricing shown in U.S. dollars. Pricing is valid for ninety (90) days from the date of the SOW
- Taxes are not included in the above pricing
- An invoice will be generated upon completion of the project as described above and following acceptance by City of Lubbock
- Payment Terms are net-30 days from WWT invoice date

4.1 Project Change Control

 If either party requests a change to this SOW or in the performance of Services for any reason including:



- A change to the agreed upon project timeline, schedule, or duration, or
- An absence of or delay in approvals or access to facilities, equipment, or materials necessary to perform the Services, or
- Change in the performance of work onsite or remotely, or
- Identification of onsite hazards and related safety and risk mitigation measures, or
- Non-compliance or delayed compliance with a condition, responsibility, or assumption set out herein, or
- A deficiency in fulfillment or delayed fulfillment in Product delivery, or
- Any other circumstances outside of WWT's control

Then the requesting party will promptly notify the other party, and WWT will prepare and submit to Lubbock a proposed Change Order (CO). The CO will describe the proposed change(s) and the impact on schedule and cost. Lubbock will promptly review and either approve or reject a proposed CO in writing within five (5) business days. WWT reserves the right to stop performing the Services pending the resolution of a proposed CO without liability for subsequent delays. A proposed change is not binding on either party until a CO is signed by both WWT and Lubbock and accompanied by a Purchase Order (if applicable).

- If a proposed change results from a cancellation, delay, or change to an agreed upon project schedule and less than fourteen (14) days' notice has been provided, the CO will include up to two (2) weeks' charges for the scheduled personnel and non-refundable travel expenses (if any)
- If the project is delayed for more than fourteen (14) calendar days, then the project will be rescheduled. WWT will staff the rescheduled project with qualified personnel available at that time
- If the project is delayed for thirty (30) calendar days or more for reasons outside of WWT's direct control, WWT may invoice Lubbock for work performed, and Lubbock shall pay such invoice per the payment terms



Appendix 1: Approval to Proceed with Project

The undersigned parties each understand and agree that this SOW accurately sets forth the services that WWT will provide City of Lubbock

Following receipt of signed SOW and City of Lubbock's Purchase Order*, a WWT Project Manager will be in contact to discuss next steps. WWT requires a minimum of four (4) weeks' notice to begin project implementation from date of receipt of signed SOW and City of Lubbock's Purchase Order*. WWT price quote is valid for ninety (90) days from date of this SOW.

(Signature)	Mark McBrayer, Mayor	Date
City of Lubbock		
Don B	Q Gregory Brush	June 21, 2024
(Signature)	(Print Name)	Date
World Wide Techno	ology, LLC	
ATTEST:		
Courtney Paz, City S	iecretary	
APPROVED AS TO C	ONTENT:	
DAVE	CARDAN	
	to of Information Technology	
APPROVED AS TO F	UNIV	
AYPA	1111 174	
Mitch Sattervelite,	semon Assault City Attorney	
Please return all p	ages of this signed SOW and Purchase Ord	er* to your WWT Account Manager.
Customer Contact	Name	
Customer Contact	Title	
Customer Phone f	Number	
Customer Email A	ddress	

*If this form is not accompanied by a Purchase Order, please complete the information below:

Customer Bill to Address	
Customer A/P Representative Name	
Customer A/P Representative Email	
Reference # (for invoicing) if not Purchase Order	



Appendix 2: Project Completion

The project contracted to WWT has been successfully completed. <Customer Short Name> has inspected the work of WWT and has determined that all assigned tasks, tests, and deliverables have been completed in a professional and quality manner.

WWT Project #:	
Project # TBD	
Site:	Customer Contact:
Project Overview:	
City UC Upgrade	

Please sign this document at the completion of the project if properly completed in accordance with the SOW, thereby releasing WWT from any responsibility (outside any other existing contract coverage or warranties) of the project.

Please return this form to your WWT Project Manager



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Police: Consider a resolution designating the City Manager as the authorized official, to apply for and execute an agreement with the State of Texas Office of the Governor's Rifle-Resistant Body Armor Grant Program FY2025, to fund the purchase of rifle resistant body armor for the Police Department.

Item Summary

The application for the Office of the Governor's Rifle-Resistant Body Armor Grant Program FY2025 requires the authorized official to be granted permission to apply, accept, reject, alter, or terminate the grant on behalf of the applicant agency. This resolution designates the City Manager, W. Jarrett Atkinson, as the authorized official to apply for grant funding up to \$93,306.50 from the State of Texas Office of the Governor. The City of Lubbock Police Department (LPD) has been approved to apply for these funds, and LPD will manage this grant.

If awarded, the grant funding of up to \$93,306.50 will allow LPD to purchase Rifle Resistant Body Armor, National Institute of Justice (NIJ) Standard: 0101.06 compliant, to equip 50 of LPD's patrol officers, including ancillary units who actively support patrol functions and responsibilities.

This grant will not require a local match. Shipping costs of approximately \$2,000 or less may need to be covered outside the grant funds (Approximately \$2,000 or less).

Fiscal Impact

If the application is approved, the grant funding program could provide the Lubbock Police Department up to \$93,306.50 to fund the purchase of rifle-resistant body armor. This grant will not require a local match.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution-Rifle Resistant Body Armor Application - Rifle Resistant Body Armor Narrative-Rifle Resistant Body Armor

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 FY2025; 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 FY2025 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 ______.

, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Seth Herman, Chief of Police

APPROVED AS TO FORM:

Ryan Brooke, Senior Assistant City Attorney

RES.LPD Body Armor-Office of the Governor Grant Application 4.24.24

Agency Name: Lubbock, City of Grant/App: 4525502 Start Date: 10/1/2024 End Date: 9/30/2025 Fund Source: BG-Rifle-Resistant Body Armor Grant Program (BAGP) Project Title: Rifle Resistant Body Armor Status: Application - Release Review to Applicant Fund Block: 2025

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number: 17560005906000

Application Eligibility Certify: Created on:1/9/2024 11:07:58 AM By:Ryan Brumley

Profile Information

Applicant Agency Name: Lubbock, City of Project Title: Rifle Resistant Body Armor Division or Unit to Administer the Project: Lubbock Police Department Address Line 1: 1314 Ave. K Address Line 2: City/State/Zip: Lubbock Texas 79401-2726 Start Date: 10/1/2024 End Date: 9/30/2025

Regional Council of Governments(COG) within the Project's Impact Area: South

Plains Association of Governments Headquarter County: Lubbock Counties within Project's Impact Area: Lubbock

Grant Officials:

Authorized Official

Name: W. Jarrett Atkinson Email: jatkinson@mylubbock.us Address 1: P.O. Box 2000 Address 1: City: Lubbock, Texas 79457 Phone: 806-775-2016 Other Phone: Fax: 806-775-3924 Title: Mr. Salutation: Mr. Position: City Manager

Financial Official

Name: Ollie Cortez Email: ocortez@mylubbock.us Address 1: 1314 ave K Address 1: City: Lubbock, Texas 79401 Phone: 806-775-2183 Other Phone: 806-474-3648 Fax: 806-775-3273 Title: Mr. Salutation: Mr. Position: Kronos and Grants Manager

Project Director

Name: Ryan Brumley Email: rbrumley@mylubbock.us Address 1: 1205 15th Address 1: City: Lubbock, Texas 79401 Phone: 806-775-2877 Other Phone: Fax: Title: Mr. Salutation: Lieutenant Position: Administration Lieutenant

Grant Writer Name: Ryan Brumley Email: rbrumley@mylubbock.us Address 1: 1205 15th Address 1: City: Lubbock, Texas 79401 Phone: 806-775-2877 Other Phone: Fax: Title: Mr. Salutation: Lieutenant Position: Administration Lieutenant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village) Organization Option: applying to provide services to all others Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17560005906000 Unique Entity Identifier (UEI): LXDNEKWRVKJ6

Narrative Information

Introduction

The Rifle-Resistant Body Armor Grant Program supports equipping law enforcement officers at risk of shootings with rifle-resistant body armor.

Program-Specific Questions Applicants must enter the number of officers currently employed by the agency.

Peace Officers - all peace officers currently employed by the agency

Current total number of officers:

Reserve Officers - all other reserve officers

Current total number of officers:

0

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Required Agency Policies

Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the 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 the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order 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</u> <u>Body Armor Survey of Law Enforcement Officers</u>" for more information.

NIJ Body Armor Standards

Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bulletresistant vests, ballistic plates, and plate carriers.

Personally Fitted Vest Requirement

Applicant assures that all body armor vests purchased with grant funds will 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> available at no cost. The Personal Armor Fit Assessment <u>checklist</u>, is excerpted from ASTM E3003.

Cybersecurity Training Requirement

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 Government</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 <u>Texas Department of Information Resources</u> <u>Statewide Cybersecurity Awareness Training</u> page.

Criminal History Reporting

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 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

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 Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit <u>Sexual Assault Evidence Tracking Program</u> website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

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 <u>CEO/Law</u> <u>Enforcement Certifications and Assurances Form</u> certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to <u>all</u> of the application content & requirements.

Project Abstract :

LPD officers regularly respond to violent and potentially violent situations that may include active shooters, barricaded armed suspects, shots fired calls, hostage scenarios, or officer rescues. Their daily duties necessitate rifle resistant body armor. At present, there are a large number of primarily patrol officers that are equipped with soft armor only that is not sufficient to address the threats they face.

Problem Statement :

LPD officers conduct person and vehicle stops, detain persons for warrant checks, respond to calls for service from the public, patrol high crime areas, and enforce traffic laws. Other duties require that they provide security at large public gatherings to keep order and peace. Gatherings may include riots, mass protests, parades and festivals. They are actual first responders to situations where they could be exposed to gunfire that necessitates rifle resistant armor. At present, there are a large number of primarily patrol officers that are equipped with soft armor only that is not sufficient to address the threats they face.

Supporting Data :

The violent situations LPD is called to address increasingly involve firearms and in particular, assault rifle type weapons. In 2020, LPD responded to 2,714 shots fired calls, 44 of which involved rifles. In 2021, LPD responded to 2,573 shots fired calls, 26 of which involved rifles.

Project Approach & Activities:

Requested grant funds would be used to equip 50 officers with rifle resistant body armor. Not only do regular duties necessitate access to rifle resistant armor, but the LPD assigns a take-home vehicle to each individual officer. These vehicles are to be utilized off-duty in order to mobilize additional, fully equipped off-duty officers directly to points of need in emergencies. Officers are required by policy to respond to felonies in progress when they are closer in proximity than on-duty units. This means that off-duty officers may respond to and engage in active shooter calls, sniper calls, hostage situations, and other dangerous calls for service. In these situations, officers have need for rifle resistant armor.

Capacity & Capabilities:

The LPD was awarded funds in 2018 to purchase body armor for a number of our officers. We had success in the bidding, purchasing, fitting and distribution process. These same methods and personnel would be used again should funds be awarded in order to purchase everyday wear level three armor.

Performance Management :

Success for this project will be the equipping of 24 of our officers with rifle resistant body armor. Policy mandated equipment audits / inspections will help ensure on-going success and achievement of goals and safety standards.

Target Group :

The LPD serves the public at large in the City of Lubbock. It also serves surrounding LE agencies and county residents as needed in emergencies.

Evidence-Based Practices:

The project approach and methods will be substantially similar to previous methods used for this purpose. Past success indicates sound methodology and processes.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	The LPD will plan to use the awarded funds to purchase level three, everyday wear body armor for our law enforcement personnel. The armor will be used as our officers respond to a variety of citizen calls including armed suspects, active shooters, domestic disturbances, etc. Distribution will begin based on current assignment

Selected Project Activities:

	and highest need as determined by department leadership.
--	----------------------------------------------------------

CJD Purpose Areas

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/Operators equipped	50
Equipment or technology: Organizations directly using	1
Number of bullet resistant plates purchased with grant funds	100
Number of bullet resistant vests purchased with grant funds.	50
Number of plate carriers purchased with grant funds	50

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

Custom Outcome Measures

CUSTOM OUTCOME	TARGET
MEASURE	LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a <u>resolution</u> that contains the following:

- 1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- 2. A commitment to provide all applicable matching funds;
- 3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
- 4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the <u>approved</u> resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment

purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

_ Yes _ No <u>X</u> N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

__ Yes <u>X</u> No __ N/A

Fiscal Year Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2024 Enter the End Date [mm/dd/yyyy]:

9/30/2025 Sources of Financial Support Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources: Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

52356226

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

1395750

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

<u>X</u> Yes _ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

3/28/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

• Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or

more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

X I Certify Unable to Certify If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information *** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application Enter the Year in which the Corporation was Founded: 0 Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900 Enter the Employer Identification Number Assigned by the IRS: 0 Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

_ Yes _ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

_ Yes _ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

_ Yes _ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes _ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

_ Yes _ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

_ Yes _ No If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

_ Yes _ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes _ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

_ Yes _ No Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

_ Yes _ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	00 G	CASH MATCH	IN- KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Bulletproof Vest (\$5,000 or less per unit)	Rifle Resistant Body Armor. Angel Armor, Model Designation: Truth 308S ICW RISE, Ultra Premium, Male, Level III ICW Armor System. NIJ Standard: 0101.06 compliant. \$1867 per unit which includes soft armor, a front IIIA plate, and a back IIIA plate. \$93,307 to equip 50 of the LPD's officers including ancillary units who actively support patrol functions and responsibilities.	\$93,307.00	\$0.00	\$0.00	\$0.00	\$93,307.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION MATCH TYPE AMOUN	DESCRIPTION
------------------------------	-------------

Summary Source of Match/GPI:

Total Repor	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Supplies and Direct Operating Expenses	\$93,307.00	\$0.00	\$0.00	\$0.00	\$93,307.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$93,307.00	\$0.00	\$0.00	\$0.00	\$93,307.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Compliance with State and Federal Laws, Programs and Procedures: Local units of government,	2/27/2024 9:35:39 AM		Yes	No

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 grantees/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 return the 2025 CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements.			
 Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The resolution must contain the following: Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested; A commitment to provide all applicable matching funds; A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and 	2/27/2024 9:35:51 AM	Yes	No

• A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.			
This grant must be administered by the Police Department, Sheriff's Office, Constable Precinct, or other Law Enforcement Division/Department within the grantee organization as submitted in the original application. Deviation from the approved budget or project scope requires prior authorization from the Public Safety Office. Failure to comply with this requirement could result in the termination of your grant.	2/27/2024 9:36:00 AM	No	No

You are logged in as $\ensuremath{\textbf{User}}$ Name: Harley Sturm ; UserName: Sturm_Harley * INTERNALUSER

Name:

Rifle-Resistant Body Armor Grant Program, FY2025

Available 12/11/2023

Due Date 02/08/2024

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. The Public Safety Office (PSO) expects to make available \$1M for FY2025.

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 <u>https://eGrants.gov.texas.gov</u>to register and apply for funding.

Key Dates:

Action	Date
Funding Anouncemtent Release	12/11/2023
Online System Opening Date	12/11/2023
Final Date to Submit and Certify an	02/08/2024 at 5:00PM CST
Application	
Earliest Project Start Date	09/01/2024

Project Period:

Projects must begin on or after 09/01/2024 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</u> <u>Survey of Law Enforcement Officers" f</u>or 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</u> <u>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</u> <u>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</u>

Awareness Training 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. This 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 Texas-mandated 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 <u>CEO/Law</u> <u>Enforcement Certifications and Assurances Form</u> certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to Rifte-Resistant Body Armor Grant Program, FY2025 | eGrants

OOG and is active until August 31, 2025 or the end of the grant period, whichever is later.

5. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained 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, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the <u>CEO/NGO Certifications and Assurances Form[A3]</u> certifying compliance with federal and state immigration enforcement requirements.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <u>https://sam.gov/)</u>.

Failure to comply with program or 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 **Guide to Grants** or any of the following unallowable costs:

- 1. Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, and staff; and
- 2. 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.

Total Funds \$1 Million



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Police: Consider a resolution designating the City Manager as the authorized official to apply for and execute an agreement with the State of Texas Office of the Governor's Bullet-Resistant Shield Grant Program FY2025, to fund the purchase of ballistic shields for the Police Department.

Item Summary

The application for the Office of the Governor's Bullet-Resistant Shield Grant Program FY2025 requires the authorized official to be granted permission to apply, accept, reject, alter, or terminate the grant on behalf of the applicant agency. This resolution designates the City Manager, W. Jarrett Atkinson, as the authorized official, to apply for grant funding up to \$255,089 from the State of Texas Office of the Governor. The City of Lubbock Police Department (LPD) has been approved to apply for these funds, and LPD will manage this grant.

If awarded, the grant funding will allow the department to purchase 40 Paraclete Vanguard Level III 20x30 Ballistic Shields with viewport and light at \$6,373.47 per shield. The shields will be dispersed among the LPD Special Response Group, LPD Special Weapons and Tactics (SWAT) Team, and at LPD Division Stations.

This grant will not require a local match.

Fiscal Impact

If the application is approved, the grant funding program could provide LPD up to \$255,089 to fund the purchase of 40 ballistic shields. This grant will not require a local match.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution-Ballistic Shields Application - Bullet-Resistant Shield Program Narrative-Ballistic Shields

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 Bullet-Resistant Shield Grant Program for FY2025; 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 Bullet-Resistant Shield Grant Program for FY2025 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 _____

, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Seth Herman, Chief of Police

APPROVED AS TO FORM:

Ryan Brooke, Senior Assistant City Attorney

RES.LPD Ballistic Shields-Office of the Governor Grant Application 4.24.24

Agency Name: Lubbock, City of Grant/App: 4591602 Start Date: 10/1/2024 End Date: 9/30/2025 Fund Source: SH-Bullet-Resistant Shield Grant Program Project Title: Ballistic Shields Status: Application - Program Review Fund Block: 2025

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number: 17560005906000

Application Eligibility Certify: Created on:12/19/2023 10:29:58 AM By:Ryan Brumley

Profile Information

Applicant Agency Name: Lubbock, City of Project Title: Ballistic Shields Division or Unit to Administer the Project: Lubbock Police Department Administration Address Line 1: 1205 15th Address Line 2: City/State/Zip: Lubbock Texas 79401-2726 Start Date: 10/1/2024 End Date: 9/30/2025

Regional Council of Goverments(COG) within the Project's Impact Area: South Plains Association of Governments Headquarter County: Lubbock Counties within Project's Impact Area: Lubbock

Grant Officials:

Authorized Official

Name: W. Jarrett Atkinson Email: jatkinson@mylubbock.us Address 1: P.O. Box 2000 Address 1: City: Lubbock, Texas 79457 Phone: 806-775-2016 Other Phone: Fax: 806-775-3924 Title: Mr. Salutation: Mr. Position: City Manager

Financial Official

Name: Ollie Cortez Email: ocortez@mylubbock.us Address 1: 1314 ave K Address 1: City: Lubbock, Texas 79401 Phone: 806-775-2183 Other Phone: 806-474-3648 Fax: 806-775-3273 Title: Mr. Salutation: Mr. Position: Kronos and Grants Manager

Project Director

Name: Ryan Brumley Email: rbrumley@mylubbock.us Address 1: 1205 15th Address 1: City: Lubbock, Texas 79401 Phone: 806-775-2877 Other Phone: Fax: Title: Mr. Salutation: Lieutenant Position: Administration Lieutenant

Grant Writer Name: Ryan Brumley Email: rbrumley@mylubbock.us Address 1: 1205 15th Address 1: City: Lubbock, Texas 79401 Phone: 806-775-2877 Other Phone: Fax: Title: Mr. Salutation: Lieutenant Position: Administration Lieutenant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village) Organization Option: applying to provide services to all others Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17560005906000 Unique Entity Identifier (UEI): LXDNEKWRVKJ6

Narrative Information

Introduction

The Bullet-Resistant Shield Grant Program equips law enforcement officers at risk of shootings with bullet-resistant shields.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.
Active Shooter Policy

All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:

- Concepts and Principles
- Community/First Responder Agency Notifications
- Mutual Aid Implementation
- Solo Officer Deployment
- Officer Team Deployment
- Follow-On Responders (Rescue Task Force)
- Incident Command Unified Command Considerations
- Incident Debriefing
- Training

ALERRT Training

All officers provided with a grant funded ballistic shield must have either attended 16 hours of ALERRT (Advanced Law Enforcement Rapid Response Training) within the last 24 months or commit to attend within the next 24 months. ALERRT's upcoming course catalog can be found here: <u>https://alerrt.org/Upcoming</u>.

NIJ Ballistic Shield Standards

Applicant assures that shields purchased with grant funds will comply with the National Institute of Justice (NIJ) Level III, III+, or IV.

Cybersecurity Training Requirement

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 Government</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 <u>Texas Department of Information Resources Statewide Cybersecurity Awareness Training</u> page.

Criminal History Reporting

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.

Uniform Crime Reporting (UCR)

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 Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's <u>Sexual Assault Evidence Tracking Program</u> website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

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 <u>CEO/Law</u> <u>Enforcement Certifications and Assurances Form</u> certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal

statutes and regulations to be eligible for this program.

X I certify to <u>all</u> of the application content & requirements.

Project Abstract :

This application, submitted by the Lubbock Police Department, Lubbock, TX, serves as a request to equip Lubbock Police Officers with bullet-resistant shields. This application is proposed to solicit state funds for this project, as authorized by a Budget Execution Order proposed by the Legislative Budget Board and ratified by Governor Abbott on June 28, 2022, pursuant to Texas Government Code, Section 317.002 and Section 317.005(b).

Problem Statement :

The City of Lubbock Police Department has a department authorized strength of 445 officers. There are currently 40 (forty) ballistic shields available to frontline peace officers that will positively respond to Critical Incidents In-Progress (Active Shooter) emergencies. The Lubbock Police Department trains our officers yearly in Active Attack Response, utilizing tactics taught and recommended by the Advanced Law Enforcement Rapid Response Training (ALERRT) program. The Lubbock Police Department serves as the primary agency responsible for Active Shooter response in every school district within our jurisdiction of 135 square miles. Ballistic Shields will equip our officers with an additional tool necessary to effectively gain control of an active attack suspect, and ultimately promote our overall goal of saving as many lives as possible within the event.

Supporting Data :

The City of Lubbock has 77 public and 10 private school campuses consisting of grades Kindergarten through 12th. This does not include privately owned daycares, early childhood centers, nurseries and other adjunct facilities. These campuses house 44,830 students among 3 major Independent School Districts. Lubbock, TX is also home to Texas Tech University which has a current enrollment of 40,600 students, Lubbock Christian University with an enrollment of 1,664 students, South Plains College with an enrollment of 3,936 students, and Wayland Baptist University with an enrollment of 1,590 students. Of the over 92,620 students within the City of Lubbock, there are currently only 94 sworn peace officers assigned specifically to cover their campuses. These campuses fall in an incorporated city limit that consists of 135 square miles, and within Lubbock County that consists of 901 square miles. The 445 sworn officers of the Lubbock Police Department serve as a force multiplier for the understaffed officers specifically serving in an educational venue. Often, it is the Lubbock Police Officer who is first on scene in an emergency response to one of these campuses. 100% of the time, Lubbock Police Officers will be directly involved in the response to an Active Attack event at one of these campuses. To date, there are currently no (zero) ballistic shields available to Lubbock Police Officers who will be responding to these campuses.

Project Approach & Activities:

The ballistic shields purchased through this grant would be dispersed among the 22 officers

of the Lubbock Police Department Special Response Group (SRG). SRG officers are evenly dispersed among the three shifts that currently exist in the Lubbock Police Department's Field Services Bureau. SRG officers receive extra training in Active Attack Response through ALERRT instruction, as well as in other related topics such as Building Clearing, Close Quarters Battle, and Officer Down Rescue. 12 ballistic shields purchased through this grant would be dispersed among the three Division Stations of the Lubbock Police Department. This would allow supervisors or selected officers from each Division Station to take the ballistic shields into the field of their respective areas of patrol, making them readily available for rapid deployment throughout the city. 6 ballistic shields purchased through this grant would be deployed among the Lubbock Police Department's SWAT Team. The SWAT Team does not currently have access to any ballistic shields that do not fall under manufacturer expiration.

Capacity & Capabilities:

The Lubbock Police Department trains all its officers yearly in Active Attack response based on ALERRT teachings and methodologies. These tactics include not only ALERRT's Basic response tactics, but also Integrated Response tactics in conjunction with Lubbock's Fire Rescue and Emergency Medical Services. LPD also employs multiple officers among federal task force assignments within the FBI, ATF, DEA, USMS and HSI. LPD is among one of the founding law enforcement agencies in the region's Texas Anti-Gang Center (TAG) and HIDTA programs. LPD officers spearhead efforts in response to Critical Incidents In-Progress (Active Shooter) emergencies among these partnerships. The ballistic shields purchased through this grant would only further the success of our officers in bringing active attack incidents under control through these partnerships.

Performance Management :

Success for this project will be measured by the continued education and training our officers receive while utilizing the ballistic shields awarded them by this grant. This includes enhancing the proficiency in tactics our officers display when deployed with the ballistic shields. The overriding goal will be the ability to utilize the ballistic shield as a means in which our officers are able to maintain an adequate level of intervention in an active attack incident so that they might save as many lives as possible.

Target Group :

Lubbock Police Department officers equipped with ballistic shields awarded them by this grant will assist the following agencies in response to Critical Incidents In-Progress (Active Shooter) emergencies: Frenship ISD Police Department, Lubbock ISD Police Department, Cooper ISD Police Department, Texas Tech University Police Department, Lubbock Christian University Police Department, South Plains College Police Department, University Medical Center Police Department, Slaton ISD Police Department, Lubbock County Sheriff's Office, and the greater City of Lubbock and County of Lubbock school communities at large.

Evidence-Based Practices:

Data gained through the Texas Tactical Police Officers Association (TTPOA), the Texas Narcotics Officers Association (TNOA), and the Advanced Law Enforcement Rapid Response Training programs (ALERRT) based at the Texas State University System indicates that the use of ballistic shields in in response to Critical Incidents In-Progress (Active Shooter) emergencies affords responding officers the opportunity to remain engaged with the suspect

in order to bring the incident under control. These organizations have concluded that officers equipped with added levels of ballistic protection, in addition to body-worn armor, have an increased advantage of making a positive response to Active Attack incidents and are therefore more successful in saving as many lives as possible upon their deployment.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	The LPD will plan to use awarded funds to purchase 40 ballistic shields for our law enforcement personnel. The equipment will be used as our officers respond to a variety of critical incidents including armed suspects, hostage situations, active shooters, etc. Distribution will begin based on current assignments, specialized units, and highest needs as determined by department leadership.

Selected Project Activities:

CJD Purpose Areas

PERCENT DEDICATED PURPOSE AREA PURPOSE AREA DESCRIPTION			
	PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/Operators equipped	40
Equipment or technology: Organizations directly using	1
Number of bullet-resistant shields purchased with grant funds.	40

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT	TARGET
MEASURE	LEVEL

Custom Outcome Measures

CUSTOM OUTCOME	TARGET
MEASURE	LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a <u>resolution</u> that contains the following:

- 1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- 2. A commitment to provide all applicable matching funds;
- 3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
- 4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the <u>approved</u> resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

_ ^{Yes} No X N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

_ Yes No X N/A Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2024 Enter the End Date [mm/dd/yyyy]:

9/30/2025 Sources of Financial Support Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

52356226 Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

1395750

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

<u>X</u> Yes _ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

3/28/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

• Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

X I Certify Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information *** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application Enter the Year in which the Corporation was Founded: 0 Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900 Enter the Employer Identification Number Assigned by the IRS: 0 Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of

an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

_ Yes _ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

_ Yes _ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

_ Yes _ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes _ No Does the organization prepare financial statements at least annually?

Select the appropriate response:

_ Yes _ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

_ Yes _ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

_ Yes _ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes _ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

_ Yes _ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

_ Yes _ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	00 G	CASH MATCH	IN- KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Bullet- Resistant Shield	PBE Vanguard Level III 20x30 Ballistic Shield w/ Viewport and Lights. \$6,373.47 per unit x40 units, plus shipping \$150.20	\$255,089.00	\$0.00	\$0.00	\$0.00	\$255,089.00	40

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION MATCH TYPE AMOUNT	DESCRIPTION	МАТСН ТҮРЕ	AMOUNT
-------------------------------	-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	00G	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$255,089.00	\$0.00	\$0.00	\$0.00	\$255,089.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$255,089.00	\$0.00	\$0.00	\$0.00	\$255,089.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the	3/13/2024 8:19:57 AM		Yes	No

	1		
 eGrants system. The <u>resolution</u> must contain the following: Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested; A commitment to provide all applicable matching funds; A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG. 			
Compliance with State and Federal Laws, Programs and Procedures: 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 grantees/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 return the 2025 CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements.	3/13/2024 8:20:06 AM	Yes	No

You are logged in as **User Name**: Harley Sturm ; UserName: Sturm_Harley * INTERNALUSER

Name:

Bullet-Resistant Shield Grant Program, FY2025

Available 12/11/2023

Due Date 02/08/2024

Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with bullet-resistant shields.

Available Funding:

State funds for these projects are authorized by a Budget Execution Order proposed by the Legislative Budget Board and ratified by Governor Abbott on June 28, 2022, pursuant to Texas Government Code, Section 317.002 and Section 317.005(b). All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make \$4M for FY2025.

Eligible Organizations:

Applications may be submitted by independent school districts, institutions of higher education, units of local government, the Texas Department of Public Safety, and other educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

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 <u>https://eGrants.gov.texas.gov</u> to register and apply for funding.

Key Dates:

Action	Date	
Funding Anouncemtent Release	12/11/2023	
Online System Opening Date	12/11/2023	
Final Date to Submit and Certify an	02/08/2024 at 5:00PM CST	
Application		
Earliest Project Start Date	09/01/2024	

Project Period:

Projects must begin on or after 09/01/2024 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 (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may only be used for obtaining bullet-resistant shields compliant with the National Institute of Justice (NIJ) Level III, III+, or IV.

Applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on the number of frontline peace officers and the average cost per shield.

Program-Specific Requirements

Eligible officers. 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.

Active Shooter Policy. All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:

- Concepts and Principles
- Community/First Responder Agency Notifications
- Mutual Aid Implementation
- Solo Officer Deployment
- Officer Team Deployment
- Follow-On Responders (Rescue Task Force)
- Incident Command Unified Command Considerations
- Incident Debriefing
- Training

ALERRT Training. All officers provided with a grant-funded ballistic shield must have either attended 16 hours of ALERRT (Advanced Law Enforcement Rapid Response Training) training within the last 24 months or commit to attend within the next 24 months. ALERRT's upcoming course schedule can be found here: https://alerrt.org/Upcoming.

Note: Funding is available through the Public Safety Office to offset travel expenditures associated with attending ALERRT Training. Please refer to the <u>ALERRT Travel Assistance Funding</u>

Anouncement for more information on how to apply for these funds.

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</u>. <u>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</u>. <u>Awareness Training page</u>.

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 Texas-mandated 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

Bullet-Resistant Shield Grant Program, FY2025 | eGrants

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 <u>CEO/Law</u> <u>Enforcement Certifications and Assurances Form</u> 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, 2025 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's <u>Sexual Assault Evidence Tracking Program</u> website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <u>https://sam.gov/)</u>.

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 **Guide to Grants** or any of the following unallowable costs:

- 1. Any costs ancillary to the purchase of eligible ballistic shields, such as policy development, training costs, and staff; and
- 2. 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 these 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, 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 <u>eGrants@gov.texas.gov</u> or (512) 463-1919.

Total Funds **\$4 Million**



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, and all related documents, by and between the City of Lubbock Police Department, the Texas Anti-Gang Center-Lubbock, and the South Plains Auto Theft Task Force, to ensure sharing of Axon camera and image functionality, to enhance cooperative investigative efforts in criminal investigations.

Item Summary

This agreement stipulates the Texas Anti-Gang Center-Lubbock (TAG Center-Lubbock), and the South Plains Auto Theft Task Force (SPATTF) as managers for the Flock License Plate Readers (LPRs), purchased with State of Texas grant funding, and the Lubbock Police Department (LPD) as the manager for Axon systems and cameras for the City of Lubbock. LPD will ensure sharing Axon camera and image functionality with TAG Center-Lubbock and SPATTF Flock systems to enhance cooperative investigative efforts in criminal investigations.

Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by law. Any liability arising from the actions of a party will be borne solely by the organization that performed the action, creating the liability in accordance with the applicable law, subject to all defenses, including governmental immunity.

Fiscal Impact

No financial liability will be incurred by Lubbock Police Department, by virtue of this agreement, beyond monies available to it for the purpose of fulfilling this agreement.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution-Axon & Flock MOU-Axon & Flock

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 Memorandum of Understanding by and between the City of Lubbock, the Texas Anti-Gang (TAG) and the South Plains Auto Theft Task Force (SPATTF) for the purpose of sharing Axon camera and image functionality to enhance cooperative investigative efforts in criminal investigations, and related documents. Said Memorandum of Understanding 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

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Seth Herman, Chief of Police

APPROVED AS TO FORM: Sistant City Attorney

ccdocs II/RES.MOU–LPD, TAG, and SPATTF June 19, 2024

MEMORANDUM OF UNDERSTANDING

LUBBOCK POLICE DEPARTMENT AXON CAMERA

LUBBOCK COUNTY FLOCK CAMERA

- 1. This document constitutes an agreement between the Lubbock Police Department, the Texas Anti-Gang (TAG) Center Lubbock, and the South Plains Auto Theft Task Force (SPATTF).
- 2. This agreement stipulates the TAG Center Lubbock and the SPATTF are managers for Flock License Plate Readers (LPRs), purchased with State of Texas grant funding.
- Lubbock Police Department is the manager for Axon systems and cameras for the City of Lubbock.
- The Lubbock Police Department will ensure sharing Axon camera and image functionality with TAG Center-Lubbock and SPATTF Flock systems to enhance cooperative investigative efforts in criminal investigations.
- 5. No financial liability will be incurred by Lubbock Police Department by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement. Each party to this agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by law. Any liability arising from the actions of a party will be borne solely by the organization that performed the action creating the liability in accordance with the applicable law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision here of be deemed a waiver of any defenses available by law.
- 6. No modification or amendment to this agreement shall become valid unless in writing and signed by each party.
- 7. This agreement constitutes the entire agreement between the parties with regard to the matters made the subject of this agreement. There are no other verbal or written covenants, agreements, misunderstandings, representations, warranties, or restrictions between the parties. No rights or obligations should be implied.
- 8. Neither party may assign or transfer this agreement or any interest in this agreement without the written consent of the other parties.
- This agreement does not create any rights in any person or entity other than the Lubbock Police Department, Texas Anti-Gang (TAG) Center-Lubbock, and the South Plains Auto Theft Task Force (SPATTF).

Lubbock Police Department:

Seth Herman Chief of Police

Date: 06 . 18 . 24

Texas Anti-Gang Center-Lubbock:

Phil Partin Administrator

Date: _____

South Plains Auto Theft Task Force:

Doug Clements Administrator

Date: _____



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2024-O0079, for Zone Case 3224-A, a request of Lone Star Suds, LLC for Centric Capital Partners, Inc., for a zone change from Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) to Auto-Urban Commercial District (AC), at 2401 19th Street, located south of 19th Street and west of Avenue X, Ellwood Place Addition, Block 1, the east 140 feet of Lot 1.

Item Summary

On May 28, 2024, the City Council approved the first reading of the ordinance unanimously.

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 May 2, 2024, 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

Ordinance 3224-A Staff Report 3224-A Documentation 3224-A

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3224-A; A ZONING CHANGE FROM NC AND AC TO AC ZONING DISTRICT AT 2401 19TH STREET, LOCATED SOUTH OF 19TH STREET AND WEST OF AVENUE X, ELLWOOD PLACE ADDITION, BLOCK 1, THE EAST 140 FEET OF LOT 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation 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 39.07.007 of the Unified Development Code, 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. 3224-A

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from NC and AC to AC zoning district at 2401 19th Street, located south of 19th Street and west of Avenue X, Ellwood Place Addition, Block 1, the east 140 feet of Lot 1, City of Lubbock, Lubbock County, Texas.

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

Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on ______.

Passed by the City Council on second reading on _____.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Inne

kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3224-A May 2, 2024

		I LAND
Staff Report		Zone Case 3224-A
City Council Meeting		May 28, 2024
Applicant	Lone Star Suds, LLC	
Property Owner	Centric Capital Partners, Inc.	
Council District	1	

Recommendations

• Staff recommends approval of the request.

Prior Board or Council Action

- December 17, 1925, Ordinance No. 0328: The subject property was annexed into City limits.
- March 13, 1941, Ordinance No. 0661: The subject property was zoned General Retail District (C-3).
- April 6, 1955, Ordinance No. 1695: The subject property was rezoned from C-3 to Heavy Commercial District (C-4).
- March 13, 2014, Zone Case 3224, Ordinance No. 2014-00021: The northern portion of the subject property was rezoned from C-4 to Local Retail District (C-2).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from C-2 and C-4 to Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) with the adoption of the Unified Development Code.
- May 2, 2024, Zone Case 2538-LL: The Planning and Zoning Commission recommended approval of a request to rezone the subject properties from NC and AC to AC by a vote of 7-0-0

Notification Summary

- Notifications Sent: 70
- Received In Favor: 0
- Received In Opposition: 2

Site Conditions and History

The subject property was platted on January 5, 1925 as Ellwood Place Addition, Block 1, Lots 1 through 4 and Lots 33 through 36. The subject property was replatted as Ellwood Place Addition, Block 1, Lot 1 on November 21, 1975. The subject property occupies the east 140 feet of Lot 1 and is currently developed with a restaurant (currently vacant).

Adjacent Property Development

Properties to the north, east and west are zoned NC, and are developed with various commercial businesses. To the south, the properties are zoned High Density Residential District (HDR), and are developed with commercial uses.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2401 19th Street, located south of 19th Street and west of Avenue X. The applicant requests a zone change from Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) to Auto-Urban Commercial District (AC).

Current zoning:

Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC)

Intent Statements

The purpose of the current Neighborhood Commercial (NC) zoning is "...to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses."

The purpose of the current Auto-Urban Commercial (AC) zoning is "... to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity."

The intent of the proposed Auto-Urban Commercial (AC) zoning is "... to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity."

Traffic Network/Infrastructure Impacts

The proposed zone change is along 19th Street and Avenue X. The Master Thoroughfare Plan, 2018, designates 19th Street as a Minor Arterial and Avenue X as a Local Street. Arterial Streets are continuous routes whose function is to serve the high-volume needs of local traffic and regional traffic. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property

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

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for "Commercial Uses". The proposed zone change to AC would be in conformance with the Commercial designation. This request would be appropriate next to adjacent lower intensity commercial land uses, and fronting along an Arterial Street.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The properties are located along an arterial, and the requested zoning district is appropriate adjacent to the nearby commercial land uses.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use and will not need any additional public improvements.

Attachments

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

Staff Contacts

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



Allowable Uses:

Auto-Urban Commercial (AC)

Transportation:

The proposed development has points of access from 19th Street and Avenue X.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19 th Street,	R.O.W. 92 feet, five-lane,	R.O.W. 100 feet, five-
Minor Arterial	undivided, paved	lane, undivided, paved
Avenue X,	R.O.W. 40 feet, two-lane,	R.O.W. 40 feet, two-
Local Street	undivided, paved	lane, undivided, paved

- Engineering Comments: No comments.
- Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

- 3.2 **Zone Case 3224-A**: Lone Star Suds, LLC for Centric Capital Partners, Inc., request for a zone change from Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) to Auto-Urban Commercial District(AC), at:
 - 2401 19th Street, located south of 19th Street and west of Avenue X, Ellwood Place Addition, Block 1, the east 140 feet of Lot 1.

PLANNER CASSIE BERMEA gave a presentation and answered questions from the Planning and Zoning Commission.

APPLICANT LANDON WILLIS gave comments and answered questions from the Planning and Zoning Commission.

BRENDA BULLARD, appeared to speak in opposition.

No one appeared to speak in favor.

In the matter of **Zone Case 3224-A**, a motion was made by **JORDAN WHEATLEY** and seconded by **TANNER NOBLE** to approve the zone case as presented. The commission voted 7 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.





Zoning Case 3224-A








West View.



East View.



North View.



South View.





Project1nformation

Location or Address: 2401 19th Street, Lubbock, Texas 79401		
Lots/Tracts: ELLWOOD Place - Block 1 - E. 140' of Lo	ot 1	
Survey & Abstract:		
	creage of Request: 1.17	
	g Zoning:	
Requested Zoning: Auto-Urban Commercial (AC) for Entire Tract		
If property is not subdivided, will a preliminary plat be submitte	d? Yes 🗆 No 🗹	
Representative/Agent Information (if different from owner)		
Firm Name: Lone Star Suds, LLC		
_{Name:} Landon Willess		
Address: 16706 CR 1940 City: Lub	bock State: TX	
ZIP Code: 80424 Telephone:	Email:	
Applicant's Signature:		
Date: 3/25/24 Printed Name: La	Indon Willess	
Owner Information		
Firm Name: Centric Capital Partners, Inc.		
Owner: CCP Wendy Lubbock 4.23 LP		
Address: 8333 Douglas Avenue, Suite 1500 _{City:} Dall	as _{State:} TX	
	E	
	Email	
Property Owner's Signature: CMM D. C		
Property Owner's Signature: <u>CMM D.</u> <u>C</u> Date: <u>3/25/2024</u> Printed Name: <u>Ch</u>	Email	
Property Owner's Signature: <u>CMM D.</u> Date: 3/25/2024 Printed Name: <u>CM</u> Preparer Information <u>7.1</u>		
Property Owner's Signature: CMAD. C Date: 3/25/2024 Printed Name: Ch Preparer Information Preparer's Signature:	narles D. Corson	
Property Owner's Signature:	narles D. Corson	
Property Owner's Signature:	harles D. Corson	
Property Owner's Signature:	Landon Willess	
Property Owner's Signature:	Landon Willess	
Property Owner's Signature:	Landon Willess	

By si 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 <u>cityplanning@mylubbock.us</u>.

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

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

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

	Please check one of the following to indicate if you are in favor of, or opposed to, the
	zone change requested by: P&Z Case No.: 3224-A "They dan't can about us" In Favor Like The Michael Jackson song "They dan't can about us"
	In Favor It will not matter be cause all the
	Opposed V To Z Committee see is revenue which were go
	Reasons and/or Comments: to their heighborhoods + not to Forth Warton.
1.	Iraffic is already too much for the South Oraton area
2	A I I and the CRAAPT at Det of our arriver of
~	Ave X backs up and we cannot get the Our house has been hit twice by college students in /ast 5 years in the middle of the day.
5.	Our hour
	years in the module of medaly.
4	College attendance will decrease by 20% by 2027 and more pousing is not needed
1.	College allendance where is not minded
	A start free for the start of t
	Print Name Janie Womack Farsh Lhmag
	Signature:
	Address: 2323 18 12
	Address of Property Owned:
	Phone Number: 806 782 - 9995 1
	Email:
	Zone Case Number: 3224-A R54460 Recipient 17 of 70
	WOMACK HERSHEL L JR &
	JAMIE A CASPER 2323 18TH ST
	LUBBOCK TX 79401-4409
	APR 2 6 2024

2

3. 4.

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

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

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

Please check one of the following to indicate if you are in favor of, or opposed to, the

3224-A

zone change requested by: P&Z Case No.:

In Favor

Opposed

Reasons and/or Comments:

Print Name	Aperi Gibson	Straf
Signature:	their Frank	
Address:	P06946	
Address of Prope	erty Owned: 2306-21st	
Phone Number: _	806-795-	-2011
Email:		
Zana Casa Numb	D110525	Recipient 69 of 70

Zone Case Number: **3224-A** R118535 GIBSON, BARBARA J ESTATE OF CHERI STRAIT INDEPENDENT PO BOX 6946 LUBBOCK TX 79493





Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2024-O0095, for Zone Case 3310-B, a request of Seventeen Services, LLC for SPGO, LLC, for a zone change from Office District (OF) to Neighborhood Commercial District (NC), generally located north of 142nd Street and west of Quaker Avenue, on 1.00 acre of unplatted land out of Block AK, Section 5.

Item Summary

On June 25, 2024, the City Council approved the first reading of the ordinance unanimously.

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 June 6, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance 3310-B Staff Report 3310-B Documentation 3310-B

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3310-B; A ZONING CHANGE FROM OF TO NC ZONING DISTRICT GENERALLY LOCATED NORTH OF 142ND STREET AND WEST OF QUAKER AVENUE, ON 1.00 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 5, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, 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. 3310-B

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from OF to NC zoning district generally located north of 142nd Street and west of Quaker Avenue, on 1.00 acres of unplatted land out of Block AK, Section 5, 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 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on ______.

Passed by the City Council on second reading on ______.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

ten Sager, Director of Planning Kri

APPROVED AS TO FORM:

Matt Wale for Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3310-B June 6, 2024



Metes and Bounds description on a 1.000 acre (43,560 sq. ft.) tract being the same tract described in County Clerk File Number (CCFN) 2023001575, Official Public Records of Lubbock County, Texas (OPRLCT), being out of Section 5, Block AK, Lubbock County, Texas, and being more particularly described as follow:

Beginning at a point in the West Right of Way line of Quaker Avenue, described in CCFN 2018036443, OPRLCT, for the most Easterly Northeast corner of Stratford Pointe, Lots 138 Through 192 and Tracts "K" Through "R", an Addition to the City of Lubbock, Lubbock County, Texas, recorded in CCFN 2021026911, OPRLCT, and for the most Easterly Southeast corner of this tract, whence the Southeast corner of said Section 5 is called to bear S88°11'29"E, 55.00 feet and S01°48'31"E, 1187.60 feet;

Thence S46°48'31"W, leaving said Quaker Avenue, with the plat limits of said Stratford Pointe, approximately 7.1 feet to a point for the most Southerly Southeast corner of this tract;

Thence N88°11'29"W, continuing with the plat limits of said Stratford Pointe, approximately 245 feet to a point for the Southwest corner of this tract;

Thence N01°48'31"E, continuing with the plat limits of said Stratford Pointe, approximately 174 feet to a point for the Southwest corner of that 2.600 acre tract described in CCFN 2022044207, and for the Northwest corner of this tract;

Thence S88°11'29"E, leaving said plat limits of Stratford Pointe, with the South line of said 2.600 acre tract, approximately 250 feet to a point in the West Right of Way line of said Quaker Avenue for the Southeast corner of said 2.600 acre tract, and for the Northeast corner of this tract;

Thence S01°48'31"W, leaving said 2.600 acre tract, with said Quaker Avenue, approximately 169 feet to the Point of Beginning.

These Metes and Bounds are for zone case purposes only and do not represent an actual survey made on the ground.

Staff Report City Council Meeting



ApplicantSeventeen Services, LLCProperty OwnerSPGO, LLC

4

Council District

Recommendations

• Staff recommends approval of the request.

Prior Board or Council Action

- April 28, 2016, Ordinance No. 2016-00054: The subject property was annexed into City limits and zoned Transition District (T).
- April 13, 2017, Zone Case 3310, Ordinance No. 2017-00041: The property was rezoned from T to Garden Office District (GO).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from GO to Office District (OF) with the adoption of the Unified Development Code.
- June 6, 2024, Zone Case 3310-B: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from OF to Neighborhood Commercial District (NC) by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 34
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property is approximately 1 acre of vacant unplatted land out of Block AK, Section 5.

Adjacent Property Development

The properties to the north and south are vacant undeveloped land, zoned OF. The property to the east is undeveloped vacant land, zoned Neighborhood Commercial District (NC). The properties to the west are both vacant and developed with single-family homes, zoned Low Density Single-Family District (SF-2).

Zoning Request and Analysis

Item Summary

The subject property is generally located north of 142nd Street and west of Quaker Avenue. The applicant requests a zone change from Office District (OF) to Neighborhood Commercial District (NC).

Current zoning: Office District (OF)

Requested zoning: Neighborhood Commercial (NC)

Intent Statements

The intent of the current OF zoning is to "provide for development of centers for professional employment. The district can be used as a transition between more intense uses and residential uses with site and building compatibility required with adjacent residential uses."

The intent of the proposed NC zoning is to "provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses."

Traffic Network/Infrastructure Impacts

The property is located north of 142nd Street, which is designated as a Local street, and west of Quaker Avenue, which is designated as a Principle Arterial (Modified) by the Master Thoroughfare Plan, 2018. Principal Arterials provide connectivity across the transportation network serving high volume needs of local and regional traffic. Local streets typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions, or local business districts.

Compatibility with Surrounding Property

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

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Low Density Residential land uses. While this request does not conform to this designation, it would be appropriate along a major thoroughfare and in close proximity to adjacent zoning. Alleys and required bufferyards would provide sufficient barriers from lower intensity uses. Therefore, this request is in moderate conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located along a major thoroughfare and is appropriate in close proximity to adjacent land uses.

Suitability of Property for Allowed Uses

The property is suitable for the proposed district, as it would not change the characteristics of the existing neighborhood.

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

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



Allowable Uses:

Neighborhood Commercial District (NC)

Transportation:

The proposed development has a point of access from Quaker Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Quaker Avenue, Principle Arterial, Partially Completed	R.O.W. 100 feet, five- lane, undivided, paved	R.O.W. 110 feet, 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

- 4.1 **Zone Case 3310-B**: Seventeen Services, LLC for SPGO, LLC, request for a zone change from Office District (OF) to Neighborhood Commercial District (NC), at:
 - Generally located north of 142nd Street and west of Quaker Avenue, on 1.00 acres of unplatted land out of Block AK, Section 5.

PLANNER VICTORIA LEWELLING gave a presentation and answered questions from the Planning and Zoning Commission.

APPLICANT K'LEIGH HERNANDEZ, 1500 Broadway, Suite 203, with Seventeen Services, LLC gave comments and answered questions from the Planning and Zoning Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3110-B**, a motion was made by **BRANDON HARDAWAY** and seconded by **SUSAN TOMLINSON** to approve the zone case as presented. The commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.



Zoning Case 3310-B







3310-B. 142nd and Quaker Avenue.



View to the west. Subject Property.



View to the east.



View to the south.



View to the north.





Project Information

Location or Address: R351767; 142 and Quaker		
Lots/Tracts: BLK AK SEC 5 AB 163 TR J OF S/PT AC: 1		
Survey & Abstract:		
Metes and Bounds Attached: Yes 🛛 No 🗆 Total Acreage of Request: 1.00 ACRES		
Existing Land Use: Vacant Existing Zoning: OF		
Requested Zoning: NC		
If property is not subdivided, will a preliminary plat be submitted? Yes \square No \square		
Representative/Agent Information (if different from owner)		
Firm Name: Seventeen Services LLC		
_{Name:} Tyler Gentry		
Address: 1500 Broadway St. STE 203 City: Lubbock State: TX		
ZIP Code: 79401 Telephone: 806-787-8533 Email: tyler@17 services.com		
Applicant's Signature: Tyler Gentry		
Date: 04/23/2024 Printed Name: Tyler Gentry		
Owner Information		
Firm Name: SPGO LLC		
Owner: Justin Fincher, David Sublett, Jacob Sublett, Keith Thompson		
Address: 5128 CR 7910 City: Lubbock State: TX		
ZIP Code: 79424 Telephone: 806-787-1121 Email: justin@finchereng.com		
Property Owner's Signature: <u>Justin Fincher</u>		
Date: 04/23/2024 Printed Name: Justin Fincher		
Preparer Information		
Preparer's Signature:		
Preparer's Signature: <i>K'Leigh Hernandez</i> Date:_04/23/2024Printed Name:_K'Leigh Hernandez		
For City Use Only		
Zone Case No: Planning and Zoning Commission Date:		
Request for zoning change from: To:		
Lots:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:_Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks		
Addition:		
By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City		

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 <u>cityplanning@mylubbock.us</u>.

permission and license to reproduce, publish, distribute and utilize such materials.

Zoning Application R351767 (1)

Final Audit Report

2024-04-23

Created:	2024-04-23
By:	Michelle Eldridge (michelle@17services.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIbOrPSBDOj4g0mfAbCbBFAmPO46NwAd3
I ransaction ID:	CBJCHBCAABAAIDOIPSBDOJ4gumiAbCbBFAmPO46NWAd3

"Zoning Application R351767 (1)" History

- Document created by Michelle Eldridge (michelle@17services.com) 2024-04-23 8:34:56 PM GMT
- Document emailed to Tyler Gentry (tyler@17services.com) for signature 2024-04-23 8:36:18 PM GMT
- Email viewed by Tyler Gentry (tyler@17services.com) 2024-04-23 - 8:53:49 PM GMT
- Document e-signed by Tyler Gentry (tyler@17services.com) Signature Date: 2024-04-23 - 8:54:10 PM GMT - Time Source: server
- Agreement completed. 2024-04-23 - 8:54:10 PM GMT

Zoning App

Final Audit Report

2024-04-23

Created:	2024-04-23
Ву:	Michelle Eldridge (michelle@17services.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8EgTPM77qmmPThv122ZKriTBEfnwEMTG

"Zoning App" History

- Document created by Michelle Eldridge (michelle@17services.com) 2024-04-23 - 9:06:05 PM GMT
- Document emailed to justin@finchereng.com for signature 2024-04-23 - 9:06:37 PM GMT
- Email viewed by justin@finchereng.com 2024-04-23 - 9:44:24 PM GMT
- Signer justin@finchereng.com entered name at signing as Justin Fincher 2024-04-23 9:45:06 PM GMT
- Document e-signed by Justin Fincher (justin@finchereng.com) Signature Date: 2024-04-23 - 9:45:08 PM GMT - Time Source: server
- Agreement completed. 2024-04-23 - 9:45:08 PM GMT



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2024-00096, for Zone Case 3310-C, a request of AMD Engineering, LLC for Quaker/146 Investment Holdings, LP, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), generally located north of 146th Street and west of Quaker Avenue, on 9.23 acres of unplatted land out of Block AK, Section 5.

Item Summary

On June 25, 2024, the City Council approved the first reading of the ordinance unanimously.

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 June 6, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance 3310-C Staff Report 3310-C Documentation 3310-C

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3310-C; A ZONING CHANGE FROM SF-2 TO NC ZONING DISTRICT GENERALLY LOCATED NORTH OF 146TH STREET AND WEST OF QUAKER AVENUE, ON 9.23 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 5, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, 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. 3310-C

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from SF-2 to NC zoning district generally located north of 146th Street and west of Quaker Avenue, on 9.23 acres of unplatted land out of Block AK, Section 5, 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 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on ______.

Passed by the City Council on second reading on ______.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

TOCK Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Mat Wade for Kell Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3310-C June 6, 2024





DESCRIPTION FOR A ZONING CHANGE REQUEST IN SECTION 5, BLOCK AK, LUBBOCK COUNTY, TEXAS

AREA A

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

METES AND BOUNDS DESCRIPTION of a 9.23-acre tract of land located in Section 5, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point that bears S 88° 14' 23" E an approximate distance of 1402.88 feet to the southeast corner of Section 5, Block AK;

THENCE N 88° 14' 25" W an approximate distance of 1244.83 feet;

THENCE N 01° 45' 37" E an approximate distance of 323.00 feet;

THENCE S 88° 14' 25" E an approximate distance of 1244.83 feet;

THENCE S 01° 45' 37" W an approximate distance of 323.00 feet to the Point of Beginning and containing approximately 9.23-acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Robert Myers Quaker / 146 Investment Holdings Lp May 2, 2024

Staff Report		Zone Case 3310-C
City Council Meeti	ng	June 25, 2024
<u>Applicant</u>	AMD Engineering, LLC	

Property Owner Quaker/146 Investment Holdings LP

4

Council District

Recommendations

• Staff recommends approval of the request.

Prior Board or Council Action

- April 28, 2016, Ordinance No. 2016-00054: The subject property was annexed into City limits and zoned Transition District (T).
- January 13, 2017, Zone Case 3310, Ordinance No. 2017-00041: The subject property was zoned from T to Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-1 to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- June 6, 2024, Zone Case 3310-C: The Planning and Zoning Commission recommended approval of a request for a zone change from SF-2 to Neighborhood Commercial District (NC) by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 16
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

This subject property is generally located north of 146th Street and west of Quaker Avenue, on 9.23 acres of unplatted land out of Block AK, Section 5. The subject property is currently vacant.

Adjacent Property Development

The surrounding properties are all zoned SF-2. Vacant land is located to the east and west of the subject property, with homes to the north and a golf course to the south.

Zoning Request and Analysis

Item Summary

The subject property is generally located north of 146th Street and west of Quaker Avenue, on 9.23 acres of unplatted land out of Block AK, Section 5. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC).

Current zoning: Low Density Single-Family District (SF-2)

Requested overlay: Neighborhood Commercial District (NC)

Intent Statements

The intent of the Low Density Single-Family (SF-2) district is to provide two types of residential subdivisions:

- A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.
- B. Cluster. Clustering of smaller-sized lots for dwellings with in increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.

The intent of the proposed Neighborhood Commercial District (NC) is "...to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses."

Traffic Network/Infrastructure Impacts

The location is along 146th Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterials 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 zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Low Density Residential land uses. While this request does not conform to this designation, it would be appropriate along a major thoroughfare and adjacent zoning. Alleys and required bufferyards would provide sufficient barriers from lower intensity uses. Therefore, this request is in moderate conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located along a major thoroughfare and is appropriate adjacent to nearby land uses.

Suitability of Property for Allowed Uses

The property may be suitable for the proposed use.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Location Map
- E. Aerial Map
- F. Zoning Map
- G. Photos
- H. Application and supporting documentation

Staff Contacts

Shane Spencer Planner Planning Department 806-775-2103 <u>sspencer@mylubbock.us</u> Victor Escamilla Planning and Zoning Manager Planning Department 806-775-3029 vescamilla@mylubbock.us



Allowable Uses:

Neighborhood Commercial District (NC)

Transportation:

The proposed development has a point of access from 146th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
146 th Street, Principal	R.O.W. 40 feet, 2 lane,	R.O.W. 110 feet, 5 lane,
Arterial, Future	undivided, unpaved.	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

- 4.2 **Zone Case 3310-C:** AMD Engineering, LLC for Quaker/146 Investment Holdings, LP, request for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), at:
 - Generally located north of 146th Street and west of Quaker Avenue, on 9.23 acres of unplatted land out of Block AK, Section 5.

PLANNER SHANE SPENCER gave a presentation and answered questions from the Planning and Zoning Commission.

APPLICANT CORY DULIN, 6510 68th Street, with AMD Engineering, LLC gave comments and answered questions from the Planning and Zoning Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3110-C**, a motion was made by **TANNER NOBLE** and seconded by **BRANDON HARDAWAY** to approve the zone case as presented. The commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.



Zoning Case 3310-C






3310-C





View north. Subject property.

View east.



View south.



View west.



Project Information

	Location or Address: NE Corner of the intersection of Utica Ave and 146th Street				
	Lots/Tracts: Not currently platted				
	Survey & Abstract: SE corner of Section 5, Block AK				
	Metes and Bounds Attached: Yes 🗵 N	o 🗆 🛛 Total Acreag	e of Request: 9.23		
	Existing Land Use: Vacant Land	Existing Zoni	ng: <u>SF-2</u>		
	Requested Zoning: <u>NC</u>				
	If property is not subdivided, will a prelimina	ry plat be submitted?	Yes 🗹 No 🗆		
Repr	esentative/Agent Information (if different fro	om owner)			
	Firm Name: AMD Engineering, LLC				
	Name: Will Stephens, P.E.				
	Address: 6515 68th Street, Suite 300	City:_Lubbock	State: TX		
		06-771-5976	Email: wstephens@amdeng.com		
	Applicant's Signature: No. A				
	Date: 5/2/24	Printed Name: Will Ste	phens		
Own	er Information				
	Firm Name: Quaker/146 Investment Holdi	ngs LP			
	Owner: Robert Myers R.J. PRSS				
	Address: 6310 Lemmon Avenue	City:_Dallas	State:_TX		
			Email: JPIES @ GARCARITAL. Con		
	Property Owner's Signature:				
	Date: 5/2/24	Printed Name: 2.J.1	RES		
Prep	arer Information				
	Preparer's Signature:				
	Date: <u>5/2/24</u>	Printed Name: Will Ste	phens, P.E.		
For C	ity Use Only				
	Zone Case No:	Planning and Zoning	Commission Date:		
	Request for zoning change from:	То	0:		
	Lots:	Blocks:			
	Addition:				
		1 11 1 1 1 1 1 1 1 1 1 1 1	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.



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2024-O0097, for Zone Case 3310-D, a request of AMD Engineering, LLC, for Quaker/146 Investment Holdings, LP, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), generally located north of 146th Street and west of Quaker Avenue, on 8.67 acres of unplatted land out of Block AK, Section 5.

Item Summary

On June 25, 2024, the City Council approved the first reading of the ordinance unanimously.

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 June 6, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance 3310-D Staff Report 3310-D Documentation 3310-D

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3310-D; A ZONING CHANGE FROM SF-2 TO NC ZONING DISTRICT GENERALLY LOCATED NORTH OF 146TH STREET AND WEST OF QUAKER AVENUE, ON 8.67 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 5, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, 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. 3310-D

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from SF-2 to NC zoning district generally located north of 146th Street and west of Quaker Avenue, on 8.67 acres of unplatted land out of Block AK, Section 5, 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 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Mar Wash for Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3310-D June 6, 2024





DESCRIPTION FOR A ZONING CHANGE REQUEST IN SECTION 5, BLOCK AK, LUBBOCK COUNTY, TEXAS

AREA B

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

METES AND BOUNDS DESCRIPTION of a 8.67-acre tract of land located in Section 5, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point that bears S 88° 14' 23" E an approximate distance of 1402.88 feet to the southeast corner of Section 5, Block AK;

THENCE N 01° 48' 12" E an approximate distance of 635.28 feet;

THENCE S 88° 11' 29" E an approximate distance of 594.44 feet;

THENCE S 01° 48' 31" W an approximate distance of 634.78 feet;

THENCE N 88° 14' 23" W an approximate distance of 594.38 feet to the Point of Beginning and containing approximately 8.67-acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Robert Myers Quaker / 146 Investment Holdings Lp May 2, 2024

Staff Report		Zone Case 3310-D
City Council Meeti	ng	June 25, 2024
<u>Applicant</u>	AMD Engineering, LLC	

Property Owner	Quaker/146 Investment Holdings LP
Froperty Owner	Quaker / 140 investment notulings LP

4

Council District

Recommendations

• Staff recommends approval of the request.

Prior Board or Council Action

- April 28, 2016, Ordinance No. 2016-00054: The subject property was annexed into City limits and zoned Transition District (T).
- January 13, 2017, Zone Case 3310, Ordinance No. 2017-00041: The subject property was zoned from T to Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-1 to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- June 6, 2024, Zone Case 3310-D: The Planning and Zoning Commission recommended approval of a request for a zone change from SF-2 to Neighborhood Commercial District (NC) by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 16
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

This subject property is generally located north of 146th Street and west of Quaker Avenue, on 8.67 acres of unplatted land out of Block AK, Section 5. The subject property is currently vacant.

Adjacent Property Development

The surrounding properties are zoned Low Density Single-Family District (SF-2) to the west, north and south, and Auto-Urban Commercial District (AC) to the east. Vacant land is located to the east and west of the subject property, with homes to the north and a golf course to the south.

Zoning Request and Analysis

Item Summary

The subject property is generally located north of 146th Street and west of Quaker Avenue, on 8.67 acres of unplatted land out of Block AK, Section 5. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC).

Current zoning: Low Density Single-Family District (SF-2)

Requested overlay: Neighborhood Commercial District (NC)

Intent Statements

The intent of the Low Density Single-Family (SF-2) district is to provide two types of residential subdivisions:

- A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.
- B. Cluster. Clustering of smaller-sized lots for dwellings with in increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.

The intent of the proposed Neighborhood Commercial District (NC) is "...to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses."

Traffic Network/Infrastructure Impacts

The location is along 146th Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterials 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 zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Low Density Residential land uses. While this request does not conform to this designation, it would be appropriate along a major thoroughfare and adjacent zoning. Alleys and required bufferyards would provide sufficient barriers from lower intensity uses. Therefore, this request is in moderate conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located along a major thoroughfare and is appropriate adjacent to nearby land uses.

Suitability of Property for Allowed Uses

The property may be suitable for the proposed use.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- D. Location Map
- E. Aerial Map
- F. Zoning Map
- G. Photos
- H. Application and supporting documentation

Staff Contacts

Shane Spencer Planner Planning Department 806-775-2103 sspencer@mylubbock.us Victor Escamilla Planning and Zoning Manager Planning Department 806-775-3029 vescamilla@mylubbock.us



Allowable Uses:

Neighborhood Commercial District (NC)

Transportation:

The proposed development has a point of access from 146th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
146 th Street, Principal	R.O.W. 40 feet, 2 lane,	R.O.W. 110 feet, 5 lane,
Arterial, Future	undivided, unpaved.	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

- 4.3 **Zone Case 3310-D:** AMD Engineering, LLC for Quaker/146 Investment Holdings, LP, request for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), at:
 - Generally located north of 146th Street and west of Quaker Avenue, on 8.67 acres of unplatted land out of Block AK, Section 5.

PLANNER SHANE SPENCER gave a presentation and answered questions from the Planning and Zoning Commission.

APPLICANT CORY DULIN, 6510 68th Street, had no comments, but was available for questions from the Planning and Zoning Commission, should they have any.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3110-D**, a motion was made by **SUSAN TOMLINSON** and seconded by **SCOTT GLOYNA** to approve the zone case as presented. The commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.



Zoning Case 3310-D







3310-D





View north. Subject property.

View east.



View south.



View west.



Project Information

	Location or Address: NE Corner of the intersection of Utica Ave and 146th Street			
	Lots/Tracts: Not currently platted			
	Survey & Abstract: SE corner of Section 5, E	Block AK		
	Metes and Bounds Attached: Yes 🗹 No	Total Acreage	e of Request: 8.67	
	Existing Land Use: Vacant Land	Existing Zonir	ng:_SF-2	
	Requested Zoning: NC			
	If property is not subdivided, will a preliminary	plat be submitted?	Yes 🗹	No 🗆
Repr	esentative/Agent Information (if different fron	n owner)		
	Firm Name: AMD Engineering, LLC			
	Name: Will Stephens, P.E.			
	Address: 6515 68th Street, Suite 300	City: Lubbock		State:TX
	ZIP Code: 79424 Telephone: 800	6-771-5976	Email: wstepher	ns@amdeng.com
	Applicant's Signature: No.			
	Date: 5/2/24 P	rinted Name: Will Step	ohens	
Own	er Information			
	Firm Name: Quaker/146 Investment Holding	gs LP		
	Owner: Robert Myers R.J. PIRES			
	Address: 6310 Lemmon Avenue	City: Dallas		State:
	ZIP Code: 75209		Email: Jeles	C GAP CAPITAL. Can
	Property Owner's Signature:			
	Date: 5/2/24 P	rinted Name: <u><i>R.J.</i></u>	PIPES	
Prep	arer Information			
	Preparer's Signature: No. 1			
	Date: P	rinted Name: Will Step	ohens, P.E.	
For C	ity Use Only			
	Zone Case No:	Planning and Zoning (Commission Date:	
	Request for zoning change from:	Та	:	
	Lots:			
	Addition:			
By sig	ning this application, Applicant agrees and warrants that any and	all materials submitted to the C	ity in support or reference	ce 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.



DESCRIPTION FOR A ZONING CHANGE REQUEST IN SECTION 5, BLOCK AK, LUBBOCK COUNTY, TEXAS

AREA B

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

METES AND BOUNDS DESCRIPTION of a 8.67-acre tract of land located in Section 5, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point that bears S 88° 14' 23" E an approximate distance of 1402.88 feet to the southeast corner of Section 5, Block AK;

THENCE N 01° 48' 12" E an approximate distance of 635.28 feet;

THENCE S 88° 11' 29" E an approximate distance of 594.44 feet;

THENCE S 01° 48' 31" W an approximate distance of 634.78 feet;

THENCE N 88° 14' 23" W an approximate distance of 594.38 feet to the Point of Beginning and containing approximately 8.67-acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Robert Myers Quaker / 146 Investment Holdings Lp May 2, 2024





Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2024-O0098, for Zone Case 3303-C, a request of Seventeen Services, LLC, for SE4NS Properties, LLC, for a zone change from Industrial Park District (IP) to Auto-Urban Commercial District (AC), at 12001 Frankford Avenue, located east of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tract C.

Item Summary

On June 25, 2024, the City Council approved the first reading of the ordinance unanimously.

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 June 6, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance 3303-C Staff Report 3303-C Documentation 3303-C

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3303-C; A ZONING CHANGE FROM IP TO AC ZONING DISTRICT AT 12001 FRANKFORD AVENUE LOCATED EAST OF FRANKFORD AVENUE AND SOUTH OF 119TH STREET, STONEWOOD INDUSTRIAL PARK ADDITION, TRACT C, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

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

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, 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. 3303-C

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from IP to AC zoning district at 12001 Frankford Avenue located cast of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tract C, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on ______.

Passed by the City Council on second reading on ______.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

TUGE Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Mart Wack for Kell Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3303-C June 6, 2024

	Lub	bock
Zone	Case	3303-C

Staff Report		Zone Case 3303-C
City Council Meeting		June 25, 2024
Applicant	Seventeen Services LLC	

Property Owner SE4NS Properties LLC

Council District

Recommendations

• Staff recommends approval of the request.

5

Prior Board or Council Action

- December 18, 2014, Ordinance No. 2014-00150: The subject properties were annexed into City Limits and zoned Transition District (T).
- February 9, 2017, Zone Case 3303, Ordinance No. 2017-00019: The properties were rezoned from (T) to Industrial Park (IDP).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from IDP to Industrial Park (IP) with the adoption of the Unified Development Code.
- June 6,2024, Zone Case 3303-C: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from IP to Auto-Urban Commercial District (AC) by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 46
- Received In Favor: 2
- Received In Opposition: 1

Site Conditions and History

The subject property was platted on August 7, 2019 as Stonewood Industrial Park Addition, Tract C, the property is currently vacant.

Adjacent Property Development

To the west of the subject property is zoned Low Density Single Family (SF-2) and developed with residential housing, to the east is zoned Medium Density Residential (MDR) and developed with residential housing, to the south is SF-2 and City of Lubbock city limits developed as commercial properties, and to the north is zoned Industrial Park (IP) developed with commercial properties.

Item Summary

The subject property is addressed as 12001 Frankford Avenue, located east of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tract C. The applicant is requesting a zone change from Industrial Park District (IP) to Auto-Urban Commercial District (AC).

Current zoning:	Industrial Park District (IP)
-----------------	-------------------------------

Requested zoning: Auto-Urban Commercial District (AC)

Purpose Statements

The purpose of the Industrial Park District "is to provide for low-impact manufacturing, wholesaling, warehousing, and distribution activities that occur within enclosed buildings, typically within industrial park."

The purpose of the Auto-Urban Commercial District is to include "is to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity."

Traffic Network/Infrastructure Impacts

The location is along Frankford Avenue, which is designated as a Minor Arterial, by the Master Thoroughfare Plan, 2018. Principal Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. The down zoning from IP to AC is an appropriate district to the adjacent MDR land uses to the east. The AC district is a suitable buffer between Frankford Avenue and the neighborhood to the east.

Conformance with the Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Residential Low Density. Although the proposed zone change to AC would not be in conformance with the Future Land Use Plan or the Comprehensive Plan Principles, the surrounding properties along Frankford Avenue already being developed as commercial properties makes this location appropriate for AC.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located along an Arterial street and is appropriate adjacent to nearby land uses.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use, though additional improvements may be necessary.

Attachments

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

Staff Contacts

Gregory Hernandez Planner Planning Department 806-775-3147 <u>ghernandez@mylubbock.us</u> Victor Escamilla Planning and Zoning Manager Planning Department 806-775-3029 vescamilla@mylubbock.us



Allowable Uses:

Auto-Urban Commercial District (AC)

Transportation:

The proposed development has a point of access from Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue, Minor Arterial, Incomplete	R.O.W. 55 feet, two-lane, undivided, unpaved	R.O.W. 100 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 5

- 4.5 **Zone Case 3303-C:** Seventeen Services, LLC for SE4NS Properties, LLC, request for a zone change from Industrial Park District (IP) to Auto-Urban Commercial District (AC), at:
 - 12001 Frankford Avenue located east of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tract C.

PLANNER GREG HERNANDEZ gave a presentation and answered questions from the Planning and Zoning Commission.

APPLICANT K'LEIGH HERNANDEZ, 1500 Broadway, Suite 203, with Seventeen Services, LLC gave comments and answered questions from the Planning and Zoning Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3303-C**, a motion was made by **SUSAN TOMLINSON** and seconded by **TANNER NOBLE** to approve the zone case as presented. The commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.





Zoning Case 3303-C







3303-C



View of subject property to the east.



View to the north.



View to the south.



View to the west.



Project Information

Location or Address: 12	001 Frankford Ave, L	ubbock TX	79424
Lots/Tracts: Stonewo	od Industrial Park TR	C; R33483	3
Survey & Abstract:			
Metes and Bounds Attac	hed: Yes ⊡ No 🗌	Total Acreage of F Existing Zoning:	
Existing Land Use: Requested Zoning: AC		Existing Zoning:	
If property is not subdivi	ded, will a preliminary plat be s	ubmitted? Y	es 🕘 No 🗆
Representative/Agent Informa Firm Name: Sevente	ation (if different from owner) en Services LLC		
Name: K'Leigh Her	nandez		
Address: 1500 Broa	dway St. Suite 203 _{ci}	ty: Lubbock	_{State:} TX
ZIP Code: 79401	Telephone: 806-787	-8533 Em	ail: kleigh@17services.com
Applicant's Signature:	Kitana		
Applicant's Signature: The	ALL REPORT ADVICED THE PROPERTY		
Date: 4-26-2024	Printed Na	_{ame:} K'Leigh H	lernandez
_{Date:} 4-26-2024		_{ame:} K'Leigh F	lernandez
Date: 4-26-2024 Owner Information	Printed Na	_{ame:} K'Leigh H	lernandez
Date: 4-26-2024 Owner Information Firm Name: SE4NS I	Printed Na	_{ame:} K'Leigh H	lernandez
Date: 4-26-2024 Owner Information Firm Name: SE4NS I Owner: Rafiul Same	Printed Na Properties LLC eer Islam		
Date: 4-26-2024 Owner Information Firm Name: SE4NS I Owner: Rafiul Same Address: 5406 20th	Printed Na Properties LLC eer Islam St ci	_{ty:} Lubbock	State:TX
Date: 4-26-2024 Owner Information Firm Name: SE4NS I Owner: Rafiul Same Address: 5406 20th ZIP Code: 79407	Printed Na Properties LLC eer Islam St	_{ty:} Lubbock	
Date: 4-26-2024 Owner Information Firm Name: SE4NS I Owner: Rafiul Same Address: 5406 20th	Printed Na Properties LLC eer Islam St. ci Telephone: 806-239- ure: 25	_{ty:} Lubbock	_{State:} TX _{ail:} samsooma@gmai l. com
Date: 4-26-2024 Owner Information Firm Name: SE4NS I Owner: Rafiul Same Address: 5406 20th ZIP Code: 79407 Property Owner's Signate	Printed Na Properties LLC eer Islam St. ci Telephone: 806-239- ure: 25	_{ty:} Lubbock -7857 _{Em}	_{State:} TX _{ail:} samsooma@gmai l. com
Date: 4-26-2024 Owner Information Firm Name: SE4NS I Owner: Rafiul Same Address: 5406 20th ZIP Code: 79407 Property Owner's Signature Date: 4-26-24 Preparer Information Preparer's Signature:	Printed Na Properties LLC eer Islam St	_{ty:} Lubbock -7857 _{Em} ame: <mark>Rafiul Sa</mark>	_{state:} <u>TX</u> _{ail:} samsooma@gmail.com meer Islam
Date: 4-26-2024 Owner Information Firm Name: SE4NS F Owner: Rafiul Same Address: 5406 20th ZIP Code: 79407 Property Owner's Signate Date: 4-26-24	Printed Na Properties LLC eer Islam St	_{ty:} Lubbock -7857 _{Em}	_{state:} <u>TX</u> _{ail:} samsooma@gmail.com meer Islam
Date: 4-26-2024 Owner Information Firm Name: SE4NS I Owner: Rafiul Same Address: 5406 20th ZIP Code: 79407 Property Owner's Signature Date: 4-26-24 Preparer Information Preparer's Signature:	Printed Na Properties LLC eer Islam St	_{ty:} Lubbock -7857 _{Em} ame: <mark>Rafiul Sa</mark>	_{state:} <u>TX</u> _{ail:} samsooma@gmail.com meer Islam
Date: 4-26-2024 Owner Information Firm Name: SE4NS F Owner: Rafiul Same Address: 5406 20th ZIP Code: 79407 Property Owner's Signate Date: 4-26-24 Preparer Information Preparer's Signature: Date: 4-24-2024 For City Use Only	Printed Na Properties LLC Properties LLC Printed Na Pri	_{ty:} Lubbock -7857 _{Em} ame:Rafiul Sa ame:Michelle	_{state:} <u>TX</u> _{ail:} samsooma@gmail.com meer Islam
Date: 4-26-2024 Owner Information Firm Name: SE4NS F Owner: Rafiul Same Address: 5406 20th ZIP Code: 79407 Property Owner's Signature Date: 4-26-24 Preparer Information Preparer's Signature: Date: 4-24-2024 For City Use Only Zone Case No:	Printed Na Properties LLC Properties LLC Printed Na StCiTelephone: 806-239- Ure:Printed Na MCPrinted Na Printed Na Plannin Plannin	ty: Lubbock -7857 Ema ame: Rafiul Sa ame: Michelle g and Zoning Com	_{state:} TX _{ail:} samsooma@gmail.com meer Islam Eldridge
Date: 4-26-2024 Owner Information Firm Name: SE4NS F Owner: Rafiul Same Address: 5406 20th ZIP Code: 79407 Property Owner's Signatu Date: 4-26-24 Preparer Information Preparer's Signature: Date: 4-24-2024 For City Use Only Zone Case No: Request for zoning change	Printed Na Properties LLC Peer Islam StCiTelephone: 806-239- Ure:Printed Na Ure:Pr	ty: Lubbock -7857 Ema ame: Rafiul Sa ame: Michelle g and Zoning Comi	State: TX ail: samsooma@gmail.com meer Islam Eldridge

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.

2057.00

TRACTS "A"-"C",

2019030422

STONEWOOD INDUSTRIAL PARK

AN ADDITION TO THE CITY OF LUBBOCK LUBBOCK COUNTY, TEXAS

GENERAL NOTES:

IIBTH ST.

(CCFN 20180452

89

Scale : 1"=100' Heavy lines indicate plat limits.

- All streets, alleys, and easements within plat limits are berein dedicated unless noted otherwise
- All easements herein granted shall entitle the City or the utility company using such easements to the right to remove, repair, or replace any lines, pipes, conduits, or poles within such easements as may be determined by the City or utility company without the City or utility company being responsible
- or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such removal, repair, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed. All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 36,09,095 of the Lubbock Code of Ordinances.
- Any relocation or revision of existing facilities shall be at the subdivider's expense. Compensation shall be made prior to the recording of this final plat All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility all existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date, and not within an essement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at expense of the entity requesting such installation.
- No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.
- Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Sec. 28.09.131, Sec. 28.14.004, and Sec. 30.03.073 of the Lubbock Code of Ordinances.
- Solid waste handling within this plat shall be secured privately unless specific provisions are made for solid waste to be collected by the City of Lubbock. Blanket underground utility, transformer pad, and switching enclosure easement is herein granted within each individual tract to South Plains Electric Co-op as required for service within that individual tract.
- Blanket underground utility easement is herein granted within each individual tract to Southwestern Bell Telephone Company and Atmos Energy as required for service within that individual tract.
- Any easements or rights-of-way shown as "to be dedicated by separate instrument" are shown hereon for information purposes only. This plat does not dedicate said easements.

cenceate sale easements. Public pedestinan access easement is herein granted for persons traversing along the public parkway and needing to enter onto private property for the purpose of crossing a driveway. The easement is limited to those portions of the as-constructed driveways and walks which may extend outside public right-loway onto private property and are constructed for the continuance of the accessible (wheelchair) routes across the back of the driveway. This easement applies to existing and any future drive entrances as constructed.

ADDITIONAL NOTES:

Contains: 5.015 acres CCFN-County Clerk File Number DRE-Drainage Easement UUE-Underground Utility Easement

I -Indicates found 1/2" Iron rod with cap marked "HUGO REED ASSOC" O-Indicates set 1/2" iron rod with cap marked "HUGO REED ASSOC" o-Indicates found "MAG" nail with washer

SURVEY CONTROL:

- NAD83: Coordinates shown hereon as "NAD83" are relative to the Texas Coordinate System of 1983, North Central Zone datum as described in Texas Natural Resources Code, Title 2, Chapter 21, as amended. Coordinates are "grid" coordinates. Distances shown are surface, U.S. Survey feet.
- Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0)
- A legal description of even survey date herewith accompanies this plat.
- No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining parcels or rights-of-way). Record documents other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor. Know all men by these presents:

That I, Robert A. Christopher, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments indicated thereon were properly placed under my personal supervision in accordance with the

OF 1 公 S ROBERT A. CHRISTOPHER Registered Professiona 5167

Land Surveyor No. 5167 Licensed State Land Surveyo State of Texas





Subdivision Regulations of the City of Lubbock, Texas. February 19, 2019



HUGO REED AND ASSOCIATES, INC.

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

LAND SURVEYORS

CIVIL ENGINEERS TEXAS LICENSED SURVEYING TEXAS REGISTERED ENGINE

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

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

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

Please check one of the following to indicate if you are in favor of, or opposed to, the

P&Z Case No.:

zone change requested by: In Favor

Opposed

Love it - seeing businesses expand south. This is Really exciting. I am in favor of all growth.

3303-C

BY:

Print Name Jordon Madeurel	
Signature: AMA	
Address: 5201 Indiana Ave. Lub.	bock TX 194/3
Address of Property Owned: 572/ 172 M	St. Lebbeck, IX 1940
Phone Number: <u>\$16 576 0264</u>	
Email: Jordan BCanyonrockRE.com	M
Zone Čase Number: 3303-C R68662	Recipient 14 of 46
CANYON ROCK DEVELOPMENT LLC 5201 INDIANA AVE	RECEIVER
LUBBOCK TX 79413	MAY 3 1 2024
City of Lubbock, TX Planning Department Planning and Zoning Commission Reply Form

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

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

Please check one of the following to indicate if you are in favor of, or opposed to, the

zone change requested by: P&Z Case No.: **3303-C**

In Favor

Opposed

Reasons and/or Comments:

Print Name Marc.	Egect	
Signature: Marc	South	
Address: P.O. Box	64904 LUBOCK, 7×, 79464	1
	12002 - Evanston Ave.	
Phone Number: <u>P26 - </u>	441-4002	
Email: Cgertdikk		
Zone Case Number: 3303-C EGERT MARC INC PO BOX 64904 LUBBOCK TX 79464	R333232 R333232 JUN 0 3 2024	

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

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

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

Please check one of the following to indicate if you are in favor of, or opposed to, the

zone change requested by: Po

P&Z Case No.: 3303-C

In Favor

Opposed

Reasons and/or Comments:

A
Print Name CONTON ENGLISH PONDEROSA SERVICES
Print Name OUTON FNULST TONDOWN SER
Signature: CIT SIT
Address: 500/ W. LOUP 289 LYBBOCK 1X 79414
Address of Property Owned: 5804 PR 7330
Phone Number: 806 786 2446
Email Drg 205 proter 2 Cgmail-Com
Zone Case Number: 3303-C R155553 Recipient 42 of 46
PONDEROSA SERVICES LLC
LUBBOCK TX 79414



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2024-O0099, for Zone Case 1947-H, a request of Clovis Sign Service for Southwest Convenience Stores, for a zone change from Medium Density Residential District (MDR) to Auto-Urban Commercial District (AC), at 5802 34th Street, located west of Frankford Avenue and north of 34th Street, Summer Place Addition, Lot 10.

Item Summary

On June 25, 2024, the City Council approved the first reading of the ordinance unanimously.

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 June 6, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance 1947-H Staff Report 1947-H Documentation 1947-H

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1947-H; A ZONING CHANGE FROM MDR TO AC ZONING DISTRICT AT 5802 34TH STREET, LOCATED WEST OF FRANKFORD AVENUE AND NORTH OF 34TH STREET, SUMMER PLACE ADDITION, LOT 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 39.07.007 of the Unified Development Code, 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. 1947-H

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from MDR to AC zoning district at 5802 34th Street, located west of Frankford Avenue and north of 34th Street, Summer Place Addition, Lot 10, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on ______.

Passed by the City Council on second reading on ______.

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

0

APPROVED AS TO FORM:

Mott Wale for Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1947-H June 6, 2024

Staff Report		Zone Case 1947-H
City Council Meeting		June 25, 2024
<u>Applicant</u>	Clovis Sign Service	

6

Council District

Recommendations

• Staff recommends approval of the request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into City limits and zoned Single-Family District (R-1).
- March 14, 1974, Zone Case 1947, Ordinance No. 6843: The subject property was rezoned from R-1 to Family Apartment District (A-1).
- September 8, 1977, Zone Case 1947-A, Ordinance No. 6843: The property was allowed to develop in accordance with the site plan approved by the City Council on August 25, 1977.
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from A-1 to Medium Density Residential District (MDR) with the adoption of the Unified Development Code.
- June 6, 2024, Zone Case 1947-H: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from MDR to Auto-Urban Commercial District (AC) by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property was originally platted as Summer Place Addition, Lot 10 on July 02, 1984. There is an existing fuel station, and convenience store, which was constructed on the property in 1984.

Adjacent Property Development

Properties to the north, west, and south are developed with retail uses, zoned MDR and Heavy Commercial District (HC). The property to the east is developed with a disc golf course zoned High Density Residential District (HDR).

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5802 34th Street, located west of Frankford Avenue and north of 34th Street. The applicant requests a zone change from Medium Density Residential (MDR) to Auto-Urban Commercial District (AC), to allow for an existing fuel station.

Current zoning:	Medium Density Residential (MDR)
Requested zoning:	Auto-Urban Commercial (AC)

Intent Statements

The intent of the current MDR zoning is to provide for three subdivision types:

- A. *Conventional*. Single-family detached, cottage, or garden homes on public utilities with open space provided on private lots.
- B. *Village*. Mixed housing types, including townhouses, detached single-family garden homes, and lowto mid-rise apartments, located in a planned development or adjacent to a mixed-use district or center. Buildings are typically in close proximity to the street edge. The building mass, height, and scale transition to the neighboring land uses.
- C. *Mixed-Use*. Mid- to high-rise apartment development in a mixed-use district or center. The district consists of detached single-family garden homes, live-work buildings, and other vertically mixed-use buildings. Urban open space may be used for plazas and squares.

The intent of the proposed AC zoning is "to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity."

Traffic Network/Infrastructure Impacts

The property is located north of 34th Street which is designated as a Minor Arterial, and west of Frankford Avenue, which is designated as a Collector by the Master Thoroughfare Plan, 2018. Minor Arterials provide connectivity across the transportation network serving high volume needs of local and regional traffic. Collectors provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. An existing fuel station was developed in 1984 on the subject property. The applicant is requesting the zone change in order to accommodate an alteration of the existing gas canopy signs.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Commercial land uses. The proposed zone change is compatible with this designation.

Conformance with Zoning Ordinance

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

Suitability of Property for Allowed Uses

The property is suitable for the proposed district, as it would not change the characteristics of the existing neighborhood.

Attachments

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

<u>Staff Contacts</u> Victoria Lewelling Planner Planning Department 806-775-2021 <u>vlewelling@mylubbock.us</u>

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



Allowable Uses:

Auto-Urban Commercial District (AC)

Transportation:

The proposed development has points of access from 34th Street and Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
34 th Street, Minor Arterial, Completed	R.O.W. 120 feet, four- lane, undivided, paved	R.O.W. 100 feet, undivided, paved.
Frankford Avenue,	R.O.W. 84 feet, two-	R.O.W. 64 feet,
Collector, Completed	lane, undivided, paved	undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Planning and Zoning Comments:

District 6

- 4.6 **Zone Case 1947-H**: Clovis Sign Service for Southwest Convenience Stores, request for a zone change from Medium Density Residential District (MDR) to Auto-Urban Commercial District (AC), at:
 - 5802 34th Street, located west of Frankford Avenue and north of 34th Street, Summer Place Addition, Lot 10.

PLANNER VICTORIA LEWELLING gave a presentation and answered questions from the Planning and Zoning Commission.

APPLICANT JORDYN STOWE, 1312 East 1st Street, representing Clovis Sign Service, gave comments and answered questions from the Planning and Zoning Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 1947-H**, a motion was made by **SCOTT GLOYNA** and seconded by **SUSAN TOMLINSON** to approve the zone case as presented. The commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.





Zoning Case 1947-H







1947-H. 5802 34th Street.



View to the north. Subject Property.



View to the east.



View to the south.



View to the west.

DocuSign Envelope ID: D33A3914-BF26-42FE-A2B3-2959FEE02F07

e of Request: 0.58 ng: Medium Density Residential (MDR Yes No M State: NM Email: jordyn@css-ngd.com
ng: Medium Density Residential (MDR Yes INN P State: <u>NM</u> Email: jordyn@css-ngd.com
ng: Medium Density Residential (MDR Yes INN P State: <u>NM</u> Email: jordyn@css-ngd.com
ng: Medium Density Residential (MDR Yes INN P State: <u>NM</u> Email: jordyn@css-ngd.com
ng: Medium Density Residential (MDF Yes INO P State: <u>NM</u> Email: jordyn@css-ngd.com
Yes No No State: NM State: NM Email: jordyn@css-ngd.com
State: NM Email: jordyn@css-ngd.com
_{Email:} jordyn@css-ngd.com
_{Email:} jordyn@css-ngd.com
_{Email:} jordyn@css-ngd.com
_INState:TN
Email:
ian Veasman
Stowe
Commission Date:
0:

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.

Parcel: SOUTHWEST (CONVENIE	NCE STORES
---------------------	----------	------------

LCAD ID:	<u>R123980</u>
PIN:	58753
APN:	\$22700001000000000
Current Land Use:	Commercial Retail
Owner Name:	SOUTHWEST CONVENIENCE STORES
Owner Address:	PO BOX 682148
Owner City:	FRANKLIN
Owner State:	TN
Owner Zip:	3‴068
Legal Description:	SUMMER PLACE L 10
Subdivision:	SUMMER PLACE
Area:	25.411.04 sq ft 0.58 acres
# Parking Spaces:	20
Land Value:	\$128,555.00
Improved Value:	\$202.036.00
Total Value:	\$326,511.00





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

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

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

Please check one of the following to indicate if you are in favor of, or opposed to, the

P&Z Case No.:

1947-Н

zone change requested by: In Favor

Opposed

Reasons and/or Comments:

Print Name Tim Miller, C Signature: Scoll 19 th Stree Address: Scoll 19 th Stree Address of Property Owned: <u>5601</u> Phone Number: <u>806 - 720 - 731</u>	19th Street
Email: t:m. miller@ Leu.edu	
Zone Case Number: 1947-H R58049	Recipient 3 of 19
LUBBOCK CHRISTIAN UNIVERSITY	RECEIVER
5601 19TH ST LUBBOCK TX 79407-2099	MAY 2 9 2024

1



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the I-27 Advisory Committee of the Ports-to-Plains Trade Corridor Coalition.

Item Summary

The I-27 Advisory Committee was established to provide the Texas Department of Transportation with information on concerns and interests along the Ports-to-Plains Corridor; and advise the Texas Department of Transportation on transportation improvements impacting the Ports-to-Plains Corridor.

According to Transportation Code Sec. 201.623 (c), the Advisory Committee is composed of:

(1) ten members, one of whom represents each of the following counties and is the County Judge of the county or an elected county official or the administrator of the county road department designated by the County Judge of the county:

Dallam County; Howard County; Lubbock County; Midland County; Moore County; Potter County; Sherman County; Tom Green County; Val Verde County; and Webb County;

(2) seven members, one of whom represents each of the following municipalities and is the Mayor of the municipality or the City Manager or an Assistant City Manager designated by the Mayor of the municipality:

Amarillo; Big Spring; Del Rio; Laredo; Lubbock; Midland; and San Angelo;

(3) three members who are economic development professionals, to be selected based on geographic segments that were established for the feasibility study;

(4) one member who is a business representative from the agriculture industry;

(5) one member who is a business representative from the international trade industry; and

(6) one member who is a business representative from the energy industry.

The position for the City of Lubbock was held by Tray Payne, former Mayor. Traditionally, this position is filled with the appointment of the current sitting Mayor.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments of City Council members to the South Plains Association of Governments (SPAG) Board.

Item Summary

The South Plains Association of Governments (SPAG) was created to maintain and improve the quality of life for all people in the region by promoting the orderly development of the total regional environment: economic, social, and physical.

The City of Lubbock is entitled to five positions on the SPAG Board, and these positions must be occupied by elected officials. This is based on one representative for each 50,000 persons total population. One vacated position was created with the departure of Mayor Pro Tem/Council Member Shelia Patterson Harris. Council members Christy Martinez-Garcia, David Glasheen, Brayden Rose, and Tim Collins currently serve in the other four positions.

Fiscal Impact None

Staff/Board Recommending Courtney Paz, City Secretary

Attachments

No file(s) attached.



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization.

Item Summary

The Transportation Policy Committee (TPC) is the decision-making body of the Lubbock Metropolitan Planning Organization (LMPO). The City of Lubbock has two open positions on the TPC, to replace former Mayor Tray Payne and former Council Member Steve Massengale. LMPO is a federally mandated organization developed to coordinate the highway, transit, and land use planning process in order to receive federal funds for highway and transit improvements. LMPO is comprised of a Transportation Policy Committee (TPC), Transportation Advisory Committee (TAC), Transportation Planning Director, LMPO Staff, and a Fiscal Agent. LMPO is the organization that brings together the following agencies, through the TPC, to make continuing, cooperative, and comprehensive transportation decisions:

• City of Lubbock - (three representatives of the City of Lubbock, including at least two elected officials, appointed by the Lubbock City Council.) (Represented by Council Member Dr. Jennifer Wilson; plus two open positions to replace former Mayor Tray Payne and former Council Member Steve Massengale).

- City of Lubbock City Manager Jarrett Atkinson
- General Manager Citibus
- Mayor City of Wolfforth

• Lubbock County - (One elected County official - Lubbock County appointed by the County

Commissioners Court, plus the County Judge)

• District Engineer - Texas Department of Transportation, Lubbock District

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Public Hearing - Planning: Hold a public hearing in accordance with Section 43.0694(a) of the Texas Local Government Code, regarding the City of Lubbock's intent to annex an area of land generally described as 374.74 acres south of 146th Street and east of Frankford Avenue, into Lubbock's corporate limits, and to execute a Municipal Services Agreement with the Highland Oaks Homeowner's Association, for the requested annexation.

Item Summary

On June 11, 2024, the City Council adopted Resolution No. 2024-R0291, indicating their intent to annex an area of land generally described as 374.74 acres south of 146th Street and east of Frankford Avenue, into Lubbock's corporate limits, and to execute a Municipal Services Agreement with the Highland Oaks Homeowner's Association, for the requested annexation.

In accordance with Section 43.0693 of the Texas Local Government Code, a notice was sent to all property owners within the proposed annexation area on June 17, 2024. The notice contained information regarding two public hearings on July 9, 2024 and July 23, 2024, an election on the question of annexing the area on November 5, 2024, and a copy of the Municipal Services Agreement. A metes and bounds description of the area and a map were included with the notice.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager Kristen Sager, Director of Planning

Attachments

Highland Oaks - Resolution of Intent to Annex

Highland Oaks - Municipal Services Agreement

Highland Oaks - Annexation Map

Highland Oaks - Metes and Bounds Description

Resolution No. 2024-R0291 Item No. 6.2 June 11, 2024

RESOLUTION

WHEREAS, the City of Lubbock, Texas (the "City") is a home-rule municipality with authority under state law and its charter to annex real property into its corporate limits; and

WHEREAS, representatives of the owners of certain developed real property (hereinafter defined and referenced as the "Subject Area") outside the corporate limits of the City (the "Highland Oaks Homeowner's Association" or "Highland Oaks HOA"), with widespread and persistent water shortages, have expressed a desire to have the Subject Area annexed by the City; and

WHEREAS, pursuant to Chapter 43 of Texas Local Government Code, Subchapter C-5, the Highland Oaks HOA has further petitioned the City to hold an election on the question of annexation of the Subject Area; and

WHEREAS, pursuant to Chapter 43 of the Texas Local Government Code, the City is required to establish a municipal services plan outlining the municipal services to be provided to the Subject Area in the event the question of annexation of the Subject Area is answered in the affirmative; and

WHEREAS, one critical component relating the provision of municipal services to be provided to the Subject Area would be the provision of water utility services and the party responsible for providing the necessary financial support for the water utility services; and

WHEREAS, in anticipation of a finally approved annexation of the Subject Area, but as a precondition thereto, the Highland Oaks HOA has proposed that the City of Lubbock create a Public Improvement District ("PID"), with identical boundaries as the Subject Area, for the purposes of levying an assessment on all the properties located therein, in amounts sufficient to service and retire all bonded indebtedness incurred by the PID to finance the construction of infrastructure necessary to provide water service to any property annexed; and

WHEREAS, the City Council finds that the City presently has no existing legal obligation to provide water or other governmental services to the Subject Area, nor would any of the activities undertaken by the City in anticipation of the requested annexation create such legal obligation for the purposes of Texas Local Government Code, Section 43.0699;

WHEREAS, the City Council believes it to be in the best interest of the City of Lubbock to approve the municipal services plan attached hereto including the preconditions relating to the financing of the construction and development of the water utility system to the Subject Area.

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

THAT the City Council of the City of Lubbock, pursuant to Texas Local Government Code, Section 43.0692, hereby expresses an intent to annex into Lubbock's corporate limits certain real property described below, provided certain conditions as described in the attached Municipal Services Agreement ("MSA") are met, and further authorizes and directs the Mayor of the City of Lubbock to execute for and on behalf of the City of Lubbock said MSA in connection with the annexation of real property generally described as 374.74 acres located south of 146th Street and east of Frankford Avenue, and more particularly described by metes and bounds in Exhibit "A" attached thereto, by and between the City of Lubbock, Texas and the Highland Oaks Homeowner's Association, 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 ______ June 11, 2024_____

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM Mitchell Satterwhite, First Assistant City Attorney

TRAY PAYNE, MAYOR

Municipal Services Agreement

Subject to the preconditions set forth herein, commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies. In this Agreement, the term "Applicant" shall mean the property owners within Highland Oaks

i. <u>Fire Services</u>

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 20 at 3210 142nd Street when construction is completed in early 2025. Fire Station 20 is approximately 2.85 miles to the center of the annexed area. Until that time, primary fire response will be provided by Fire Station 16 located at 4030 114th Street, Fire Station 19 located at 5826 98th Street, and Fire Station 15 located at 8002 Venita Avenue. 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. 20, located at 3210 142nd Street when construction is completed in early 2025. Fire Station 20 is approximately 2.85 miles to the center of the annexed area. Until that time, BLS First Responder emergency medical response will be provided by Fire Station 16 located at 4030 114th Street, Fire Station 19 located at 5826 98th Street, and Fire Station 15 located at 8002 Venita Avenue. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

a. Existing Services: None

- b.Services to be Provided: The Lubbock Police Department has jurisdictional law enforcement responsibility and first responder designation. Calls for police services will be provided by the South Patrol Division, with secondary services provided by the North Patrol Division and tertiary services provided by the East Patrol Division. Law enforcement services can be provided to the annexed area within current appropriation, however with the increase in land mass and population, an appreciable yet modest increase in call response times, crimes rate, crimes per thousand population, and traffic related calls should be expected and anticipated. Expansions of authorized police staffing and support services need to be considered for this and future annexations, including an analysis of the ratio of officers per population.
- 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. <u>Animal Services</u>

a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

b. Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

xi. Street Services

- a. *Existing Services:* City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.
- b. Services to be Provided: Newly annexed areas adjacent to, or bordering, unpaved arterials will require a two-lane section of roadway to be built along with the development with interconnectivity to adjacent paved arterial streets. The pavement structure will require an appropriate pavement design meeting a minimum design standard for an arterial street. These roadways will be required to be built once any connection including streets or alleyways is made to the unpaved arterial road by the voluntary annexation area. The developer will receive offsets from impact fees as the adjacent unpaved arterial roadway is built.

xii. Storm Water Management Services

a. *Existing Services*: City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. Services to be Provided: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections). TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

xiii. Street Lighting

a. Existing Services: None

b. Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiv. Traffic Engineering Services

a. Existing Services: None

b. Services to be Provided: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xv. Water and Sanitary Sewer Services

a. Existing Services: None

b. Services to be Provided: Water and sewer infrastructure is not currently adjacent to this area within the existing City Limits. Availability of water and sewer is at the request and expense of the Applicant, 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 Applicant. Water lines must be installed by the Applicant within 4-1/2 years at no expense to the City. Construction of additional water mains outside of the annexation area may be required in order to meet pressure and flow requirements for the annexation area and will be at the expense of the Applicant. All applicable plan review and construction testing and inspection fees will apply to utility extensions done for this area.

Installation of municipal water and sewer infrastructure by the City shall commence only upon the occurrence of the following:

- 1. the passage of a resolution by the City Council of the City of Lubbock expressing an "Intent to Annex" the subject area pursuant to Texas Local Government Code, Section 43.0691 et seq.;
- 2. the affirmative vote of the property owners as provided in Texas Local Government Code, Section 43.0691 et seq, as applicable;
- 3. the creation of a Public Improvement District by the City of Lubbock encompassing the area proposed to be annexed, and the securing by said PID of funding from the proceeds of bond sales in an amount equal to or greater than the cost of installation and connection of infrastructure necessary to the annexation;
- 4. the levy of an assessment by the PID against all properties in the subject area of a tax in an amount sufficient, when collected, to service and repay the debt incurred by the PID in connection with the bond issuance; and
- 5. completion of all other obligations by the Applicant set forth herein.

City agrees, and Applicant understands and agrees, that City shall have no obligation to commence or complete installation of infrastructure necessary to annexation under this Service Agreement unless and until the conditions set forth above are completed to the sole satisfaction of the City. In the event all the conditions set forth above are not satisfied, no action on the part of the City shall have established a legal obligation to provide services to the subject area under Texas Local Government Code, Section 42.0699.

Sewer extensions may be made by the annexation requestee, but will not be required. Existing sanitary septic systems may continue to be used. The City will not install sanitary sewer infrastructure to service this area. If the area ever requires municipal sanitary sewer service, the required infrastructure will be installed at no expense to the City.

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.
- c. Both Water and Sewer will require a study in order to assure services to the voluntary annexation. The voluntary annexation area is outside of our current Water and Sewer Models and Master Plan for potential Capital Projects.
- d. Water will be required to be looped appropriately to ensure appropriate fire flows as well as assuring no dead-end water mains are left within the system once developed. The water lines may be installed in phases, as long as all dead-end lines are looped within three (3) years of installation of a dead-end water main.
- e. If the annexation area requires a lift station in order to receive sewer services, the lift station shall be sized as to minimize the number of lift stations which will be turned over to the City of Lubbock. The Lift Station will service the entirety of the voluntary annexed area if feasibly possible.
- xvi. Solid Waste Services
 - a. Existing Services: None
 - b.*Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. An additional operator, truck and dumpsters will be required at annexation. 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: Solid waste collection will be provided using dumpsters from the alleys.
- 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.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR



HIGHLAND OAKS HOMEOWNERS ASSOCIATION BOARD MEMBERS

Betsey Timmons, President

SUBSCRIBED AND SWORN TO BEFORE ME on the day of $\frac{2^{n}}{2}$ day of $\frac{2^{n}}{2}$ to certify which witness my hand and official seal.

[Seal] [Signature] UUTIN Yade [Printed name] (outlin Page.

Notary Public in and for the State of Texas

ATTEST:

Courtney Paz, City Secretary

RobinSteh

Robin Sefcik, Vice President

State of _____Florida_____County of ___Seminole_____ Signed and sworn to or affirmed and subscribed before me by means of online notarization on ____06/09/2024____(date) by _____Robin Sefcik______ (signer), who presented a __Texas DL_____ as identification.

ashly DKellynenne

(Signature of Notary Public) __Ashley D. Kelly-Newsome____ (Name of Notary Typed, Printed or Stamped) My Commission Expires: __09/27/2024___ (Seal)



APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

I'm your

Tim Goebel, Secretary

SUBSCRIBED AND SWORN TO BEFORE ME on the day of <u>ath</u> day of <u>June</u>, 2024 to certify which witness my hand and official seal.

[Seal] [Signature] COUTIN Pao

[Printed name] Caitlin Padeh

Notary Public in and for the State of Texas



APPROVED AS TO FORM: Mitch Satterwhite, First Assistant City

Attorney



Colby Norris, Treasurer

SUBSCRIBED AND SWORN TO BEFORE ME on the day of <u>qth</u> day of <u>dune</u>, 20<u>24</u> to certify which witness my hand and official seal.

Muth Pade [Seal] [Signature] [Printed name] Caitlin Paden

Notary Public in and for the State of Texas

Michelle 1 man

Michelle Newman, Board Member

SUBSCRIBED AND SWORN TO BEFORE ME on the day of $\underline{911}$ day of $\underline{3412}$, 20 $\underline{74}$ to certify which witness my hand and official seal.

[Seal] [Signature] Outh Page

[Printed name] Caitlin Padeh

Notary Public in and for the State of Texas



SALLAN PARKER PALAN My Halla , EL4 1822011113 Express Ray 2, 2028



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

Digital Orthophotography - May 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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 374.74-acre tract located in Sections 7 and 10, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the most Easterly Southeast corner of Lot 7, Highland Oaks, a subdivision located in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 6743, Page 85, Official Real Property Records of Lubbock County, Texas, and the most Easterly Southeast corner of this tract, said point also being in the West right-of-way line of Slide Road (F.M. Road 1730), as dedicated by said Highland Oaks, which bears N. 01°43'10" E. a distance of 922.63 feet and N. 88°16'50" W. a distance of 55.00 feet from the Southeast corner of said Section 7, Block AK, Lubbock County, Texas;

THENCE N. 88°16'50" W., along the West right-of-way line of said Slide Road (F.M. Road 1730) and the Eastern boundary of said Lot 7, a distance of 5.00 feet to a point of intersection;

THENCE Southwesterly, along said West right-of-way line and the Eastern boundary of said Lot 7, along a curve to the right, said curve having a radius of 2231.83 feet, a central angle of 00°28'41", a chord bearing of S. 01°57'31" W., a chord distance of 18.62 feet to a point for the most Southerly Southeast corner of said Lot 7, said point also being in the Southern boundary of the plat limits of said Highland Oaks;

THENCE N. 86°15'43" W., continuing along the Southern boundary of said Lot 7 and along a Southern boundary of said plat limits, a distance of 498.91 feet to a point for the Southwest corner of said Lot 7;

THENCE S. 16°53'17" W., along an Eastern boundary of said plat limits, at 51.35 feet pass the Northeast corner of the plat limits of Lots 193-255, Highland Oaks, a subdivision located in Section 7, Block AK, Lubbock County, Texas, continuing along the Eastern boundary of said plat limits a total distance of 355.37 feet to a point;

THENCE S. 01°53'17" W., continuing along the Eastern boundary of said plat limits, a distance of 508.26 feet to a point 70 feet North of the South line of said Section 7 for the most Southerly Southeast corner of this tract;

THENCE N. 88°15'04" W., along a line 70 feet North of and parallel to the South line of said Section 7, crossing various lots and street and alley rights-of-way dedicated by said Highland Oaks, a distance of 4086.01 feet to a point in the Western boundary of said plat limits, for the most Southerly Southwest corner of this tract;

THENCE N. 01°53'17" E. a distance of 879.99 feet to a point for the Northwest corner of said plat limits, said point also being in the Southern boundary of the plat limits of Lots 81-138, Highland Oaks, a subdivision in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 7699, Page 311, Official Public Records of Lubbock County, Texas (OPRLCT);

THENCE N. 88°00'43" W., along the Southern boundary of said plat limits, at 564.12 feet pass the West line of said Section 7, the East line of said Section 10 and the Southwest corner of said plat limits, continuing for a total distance of 614.12 feet to a point in the West right-of-way line of County Road 1800, as granted by easement recorded in Volume 1277, Page 683, Deed Records of Lubbock County, Texas, for the most Westerly Southwest corner of this tract;

THENCE. N. 01°52'42" E., along a line 50 feet West of and parallel to the West line of said Section 7 and the East line of said Section 10, and along the West right-of-way line of said County Road 1800, a distance of 1372.57 feet to a point for the most Westerly Northwest corner of this tract;

THENCE S. 88°20'51" E., at 50.00 feet pass the West line of said Section 7, the East line of said Section 10, and the Northwest corner of the plat limits of said Lots 81-138, Highland Oaks, continuing along the Northern boundary of said plat limits for a total distance of 1338.39 feet to a point;

THENCE N. 01°52'42" E., at 135.94 feet pass an "ell" corner of said plat limits of Lots 81-138, Highland Oaks, and the Southwest corner of Lots 139-192, Highland Oaks, an addition located in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 10199, Page 204, OPRLCT, continuing along the Western boundary of said plat limits, for a total distance of 1641.93 feet to a point;

THENCE S. 88°07'18" E. a distance of 10.00 feet to a point;

THENCE N. 01°52'42" E., along a line 10 feet East of and parallel to the Western boundary of the plat limits of said Lots 139-192, Highland Oaks, crossing various lots and alley rights-of-way dedicated by said Highland Oaks, a distance of 1222.68 feet to a point in the present city limits as established by City of Lubbock Ordinance Number 2016-O0054 and the South right-of-way line of 146th Street, dedicated by said Highland Oaks, for the most Northerly Northwest corner of Lot 168, said Highland Oaks, and the most Northerly Northwest corner of this tract;

THENCE S. 88°46'30" E., along said present city limits and the South right-of-way line of said 146th Street, a distance of 1346.16 feet to a point in the Eastern boundary of the plat limits of said Lots 139-192, Highland Oaks, for the most Northerly Northeast corner of this tract;

THENCE S. 01°47'37" W., along the Eastern boundary of said plat limits, a distance of 2300.78 feet to a point for the Southeast corner of said plat limits, said point also being in the Northern boundary of the plat limits of Lots 1-80 and Tracts A & B, said Highland Oaks, for an "ell" corner of this tract;

THENCE S. 88°36'30" E., along the Northern boundary of said plat limits, a distance of 2592.46 feet to a point in the West right-of-way line of said Slide Road (F.M. Road 1730), for the most Easterly Northeast corner of this tract;

THENCE S. 01°43'10" W., along the West right-of-way line of said Slide Road (F.M. Road 1730), a distance of 1997.04 feet to the Point of Beginning.

Contains: 374.74 acres

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

Prepared: June 4, 2024

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



This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Special City Council Meeting, July 9, 2024 07/09/2024:

Information

Agenda Item

Resolution - Public Works Wastewater: Consider a resolution receiving the report and recommendation of the Private Sewer Lateral Ad-Hoc Committee.

Item Summary

The City of Lubbock amended various sections of Chapter 22 "Utilities" of the City of Lubbock Code of Ordinances on October 10, 2023, as Ordinance No. 2023-O0119. As part of said amendments, regulations regarding the repair of sanitary sewer lateral lines in the public right-of-way were changed to require the property owner to make such repairs. Due to the effect of this specific change on the citizenry, the City Council reconsidered the ordinance on April 9, 2024, and adopted an amendment, Ordinance No. 2024-O0053, effectively reverting the repair responsibility of sanitary sewer lateral lines in the public right-of-way, back to the City.

As part of the consideration, the City Council determined there should be a committee to study the repair issue, and determine whether, and to what extent, the owner of the property or the City should perform repairs or replacement of faulty sanitary sewer lateral lines.

On April 9, 2024, the City Council created the Private Sewer Lateral Ad-Hoc Committee through Resolution No. 2024-R0203, to consider issues regarding the repair of sanitary sewer lateral lines in the public right-of-way in the City. Eleven (11) Committee members were named to this committee and appointed on April 23, 2024, by the City Council. The Committee convened within two weeks of appointment to study, deliberate, and report back to the City Council on their recommendation, no later than the first regular meeting of the City Council in July 2024. The Committee did convene beginning on May 2, 2024, and met regularly through July 3, 2024.

Attached is a final report and recommendations from the Private Sewer Lateral Ad-Hoc Committee for City Council consideration.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager L. Wood Franklin, P.E., Division Director of Public Works Private Sewer Lateral Ad-Hoc Committee

Attachments

Resolution - Private Sewer Lteral Ad-Hoc Committee Ad-Hoc Committee Adopted Recommendations

RESOLUTION

WHEREAS, the City of Lubbock (the "City") amended various sections of Chapter 22 "Utilities" of the City of Lubbock Code of Ordinances on October 10, 2023 as Ordinance No. 2023-O0119; and

WHEREAS, as part of said amendments, regulations regarding the repair of sanitary sewer lateral lines in the public right-of-way were changed to require the property owner to make such repairs; and

WHEREAS, due to the effect of this specific change on the citizenry, the City Council of the City of Lubbock (the "City Council") reconsidered the ordinance on April 9, 2024 and adopted an amendment, Ordinance No. 2024-O0053, effectively reverting the repair responsibility of sanitary sewer lateral lines in the public right-of-way back to the City; and

WHEREAS, as part of the consideration of passing Ordinance No. 2024-O0053, the City Council determined there should be a committee to study the repair issue, and determine whether, and to what extent, the owner of the property or the City should perform repairs or replacements of faulty sanitary sewer lateral lines;

WHEREAS, on April 9, 2024 the City Council created an ad hoc committee, the Private Sewer Lateral Ad-Hoc Committee (the "Committee") through Resolution No. 2024-R0203, to consider issues regarding the repair of sewer lateral lines in the public right-of-way in the City; and

WHEREAS, eleven (11) Committee members were named and appointed on April 23, 2024 at the regular meeting of the City Council; and

WHEREAS, the City Council determined the Committee should convene within two weeks of appointment to study, deliberate, and report back to the City Council on the aforementioned topic, no later than the first regular meeting of the City Council in July of 2024, a written summary of any findings or conclusions reached, as well as any recommendations made by the Committee regarding the subject matter studied; and

WHEREAS, the Committee did convene beginning on May 2, 2024 and met regularly through July 3, 2024, and at its final meeting, the Committee adopted a final 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 report of the Private Sewer Lateral Ad-Hoc Committee 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.

Passed by the City Council on _____.

Page 1 of 2

MARK MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

usure

elli Leisure, Senior Assistant City Attorney

ccdocs/RES. Receipt of Ad Hoc Sewer Committee Report $7.1.24\,$

Private Sewer Lateral Ad-Hoc Committee Recommendations:

- 1. We find that the City of Lubbock and the Property Owner both have a vested interest and that both should bear financial responsibility.
 - a. Reasoning:
 - i. The Property Owner:
 - 1. Owns the sewer lateral line located in the public right-of-way.
 - 2. Can negatively impact the condition of the line (i.e. grease, tree roots, etc.).
 - ii. The City of Lubbock:
 - 1. Administers the public right-of-way, including new and existing franchise utilities.
 - 2. Is tasked with overseeing the overall safety and health of the Lubbock community.
 - 3. Routinely permits or allows the operation of equipment for purposes of public services and maintenance of and within the public right-of-way.
 - iii. This recommendation will allow City of Lubbock pipeline maintenance crews to commit resources, that were previously diverted, back to maintenance on the public water distribution and public wastewater collection system.
 - b. Split:
 - i. This committee recommends that the City of Lubbock continue to financially participate in private sewer lateral line replacement within the public right-of-way. The City's financial commitment should be a one-time subsidy not to exceed \$2,500 per existing individual private sewer lateral line located in the public Right-of-Way. This one-time subsidy would be paid directly to the plumber or contractor on behalf of the property owner.
 - ii. This committee recommends that the property owner is financially responsible for the remaining balance
- 2. We find that currently orangeburg represents an extremely high percentage of the number of repairs and replacements. However, there are other materials that require repair and replacement. This committee recommends that all pipe materials are eligible for this subsidy.
- 3. We find that there are many possibilities that can contribute to sewer line issues such as grease, foreign objects, tree roots, collapse, separation, etc. This committee recommends that eligibility for the subsidy is contingent upon failure of the pipe structural integrity, including collapse, root damage, joint separation, and excluding failures due to inappropriate materials introduced into the pipe resulting in a blockage of flow. Pipe strikes and warranty failures are not eligible for subsidy as these would be covered by the contractors who performed the work through a claims process.
- 4. We find that there are significant challenges and liabilities when working in the public right-of-way. This committee recommends that only privately licensed plumbers or TCEQ approved contractors with a Class III collections license that are registered with the City of Lubbock Right-of-Way Department shall be allowed to work within the public right-of-way on private sewer lateral lines.
- 5. We find that there are significant challenges and liabilities when working in the public right-of-way and in city streets. This committee recommends that all asphalt and concrete paving repairs be funded and performed by the City of Lubbock.

- 6. We find that our recommendations will increase the need for additional City administration. This committee recommends that City Council provide the appropriate City resources to adequately implement this program, including resources related to administration, inspection, and public education.
- 7. This committee unanimously believes that "residential" and "commercial" property owners should be treated differently. This committee recommends that only residential properties are eligible for this subsidy.
- 8. This committee is aware that some property owners may not be able to afford and cannot qualify for financial assistance for sewer lateral repair or replacement under the existing Community Development program. This committee unanimously recommends that the City of Lubbock adopt a low-income financial assistance program to assist these property owners in the cost above the City of Lubbock's one-time subsidy.
- 9. We find that numerous property owners were "caught in the gap" between the changes in city ordinance. This committee recommends that City Council consider a reimbursement not to exceed \$2,500 per lateral line as recommended above for those property owners that replaced and funded their private sewer lateral line between January 8, 2024 and April 29, 2024 when the City Ordinance required such.
- 10. This committee finds the recent changes to the ordinance were poorly communicated, resulting in considerable public misunderstanding and misinformation on this topic. This committee recommends that City Council consider implementing a thorough process to provide public education on and communication of this topic including education efforts related to sewer lateral line maintenance on behalf of the property owner.
- 11. This committee finds that it would be prudent for these recommendations to be reviewed annually with the City Budget process to make necessary changes due to economics, development, construction methods, and materials.

The committee endorses this report and its recommendations and will discuss such with the City Council at their request.

L. Wood Franklin, P.E., Division Director of Public Works Staff Liaison