City of Lubbock, Texas
Regular City Council Meeting
August 27, 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

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

Executive Session Disclosure Statement: The City Council reserves the right to adjourn into executive session at any time during the course of the meeting to discuss any item listed on this agenda as authorized by Chapter 551 of the Texas Government Code, including but not necessarily limited to §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices), §551.086 (Public Power Utilities: Competitive Matters), §551.087 (Deliberations regarding Economic Development Negotiations).

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

12:30 p.m. - The 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. North Park Tax Increment Financing District (TIF)

1. 1. 2. Chapter 1, Art. IX, Section 14 of the Lubbock City Charter

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

1. 2. 1. City Attorney

1. 2. 2. City Manager

1. 2. 3. City Secretary

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

Adjourn from Executive Session

Immediately following Executive Session, the City Council reconvenes in Work Session in City Council Chambers.

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

2. 1. Presentation and discussion of the Proposed FY 2024-25 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, current and proposed American Rescue Plan Act Funds and uses, and related and associated items and use of such funds; and take action to direct the City Manager to make changes to said Budget.

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 regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on August 27, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

5. **Minutes**

5. 1. July 23, 2024 Regular City Council Meeting
July 25, 2024 Special City Council Meeting - Joint Planning & Zoning Commission

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-O0106, Amendment 45, amending the FY 2023-24 Budget for municipal purposes respecting the Information Technology Capital Project Fund and the Health Benefits Operating Fund; providing for filing; and providing for a savings clause.

6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 44, amending the FY 2023-24 Budget for municipal purposes respecting the Community Development Fund; providing for filing; and providing for a savings clause.

6. 3. **Resolution - Finance:** Consider a resolution approving the Lubbock Emergency Communications District Budget for Fiscal Year 2024-25.

6. 4. **Resolution - Planning:** Consider a resolution, pursuant to Chapter 42, Subchapter D, of the Texas Local Government Code, releasing the area described as Property I.D. R47350 by the Lubbock County Appraisal District, otherwise known as 5710 East FM 835, from the Extra-Territorial Jurisdiction of the City of Lubbock.

6. 5. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2024-O0107, abandoning and closing portions of an Underground Streetlight Cable Easement located in Lot 334, Lincoln 16 Addition, City of Lubbock, Lubbock County, Texas, south of Princeton Street and east of North Clinton Avenue.

6. 6. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Water Line Easement Agreement, and related documents, by and between the City of Lubbock and the Veterans Land Board of the State of Texas.

6. 7. **Resolution - Right-of-Way:** Consider a resolution 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 1, Block D-6, Lubbock County, Texas (Parcel 12), to be utilized for the Upland Avenue: 4th Street to 19th Street 2022 Road Bond Project.

6. 8. **Resolution - Right-of-Way:** Consider a resolution 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 2, Block JS, Lubbock County, Texas, (Parcel 3) to be utilized for the Milwaukee Avenue: 4th Street to North City Limits 2022 Road Bond Project.

6. 9. **Resolution - Right-of-Way:** Consider a resolution 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 2, Block JS, Lubbock County, Texas (Parcel 7), to be utilized for the Milwaukee Avenue: 4th Street to North City Limits 2022 Road Bond Project.

6. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street and Alley Use License Agreement, and related documents, by and between the City of Lubbock and Trinity Church, Inc., in the right-of-way and alley, between Canton Avenue and University Avenue.

6. 11. **Ordinance 2nd Reading - Engineering:** Consider Ordinance No. 2024-O0108, amending Articles 39.04 and 39.07 of the Code of Ordinances of the City of Lubbock, by adding Articles 39.07.046, and amending Sections 39.04.012, 39.04.013, and 39.07.020, to allow for certain building permits to be approved while required infrastructure is constructed in parallel with other building activities.

6. 12. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement Contract 17130, with Kimley-Horn and Associates, Inc., for engineering services for the reconstruction of the 34th Street: Upland Avenue to Milwaukee Avenue 2022 Road Bond Project.

6. 13. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18185, with Rink's Lease Services, Inc., for water line relocation ahead of Loop 88 segment 3D, Milwaukee Avenue to Frankford Avenue.

6. 14. **Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 18032, with Blue Sky Plumbing, Corp., for installation of water Advanced Meter Infrastructure (AMI) and meter boxes.

6. 15. **Resolution - Public Works Water Utilities:** Consider a resolution rejecting all bids for the Single Phase Pole-Mounted Transformers, for the Bailey County Well Field, as advertised in ITB 24-18114-LV.

6. 16. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute an amendment to the Interlocal Wholesale Water Sales Contract, with the Texas Department of Criminal Justice, for the continued purchase of potable water supplying the John Montford Unit Correctional Facility.

6. 17. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 18047, with King Consultant, Inc. for mold consulting services in various City of Lubbock buildings.

6. 18. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute an Interlocal Cooperation Agreement, and all related documents, for Intermediary Care Clinic funding, by and between the City of Lubbock and Lubbock County.

6. 19. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 3 to the Administration Substance Use Disorder Services Grant Agreement Health and Human Services Contract No. HHS000779500001, and all related documents, by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.

6. 20. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 3 to the Health and Human Services Commission Contract No. HHS000780500002, and all related documents, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Community Health Workers, by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.

6. 21. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 4 to the Health and Human Services Commission Contract No. HHS00108140001, and all related documents, under the Substance Abuse Prevention and Behavioral Health Promotion Grant Program, by and between the City of Lubbock and the State of Texas Health and Human Services Commission.

6. 22. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute the Health and Human Services Commission Grant Agreement Contract No. HHS001081400002, and all related documents, under the Prevention and Behavioral Health Promotion Grant Program (PBHP), by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.

6. 23. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Emergency Solutions Grant Funding Agreement 18276, and all related documents, by and between the City of Lubbock and Family Promise of Lubbock, Inc., for homeless prevention and rapid rehousing for homeless individuals and families in Lubbock.

6. 24. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute FY 2025 Section 5307 Grant, TxDOT URB 2503 (05), Project ID 51309030525, with the Texas Department of Transportation, for operating assistance to Citibus.

6. 25. **Ordinance 1st Reading - Business Development:** Consider approving the seventeenth supplemental ordinance updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.

6. 26. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 18219, with West Infrastructure Construction, LLC, for repairs to various streets in the North Overton Tax Increment Financing District Boundary.

6. 27. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute Contract 18134, with Armstrong Mechanical Co. Inc., to provide procurement and installation of new heating water piping from the Civic Center Physical Plant to the Lubbock Memorial Civic Center.

6. 28. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001883, with CDW Government, Inc., for a three-year VMware Enterprise Software Licensing and Support Agreement.

6. 29. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001884, with Vertosoft, LLC, for a three-year renewal of the OpenGov Cloud Budgeting and Planning Solution Software and Support Services.

6. 30. **Resolution - Lubbock Fire Rescue:** Consider a resolution authorizing the Mayor to execute Service Contract 18122, with PesTex Pest Control, for professional pest control services in all Lubbock Fire Rescue facilities.

6. 31. **Resolution - City Secretary:** Consider a resolution authorizing a joint election(s) with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units, for said joint election(s), through September 30, 2025.

7. **Regular Agenda**

7. 1. **Board Appointments - City Secretary:** Consider and take action on the appointment of the Chairperson and Vice-Chairperson for the Lubbock Water Advisory Commission.

7. 2. **Board Appointment - City Secretary:** Consider and take action on the appointment of the Chairperson for the Veterans Advisory Committee.

7. 3. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 1067-G, a request of Helmos Interests LTD, for a zone change from Neighborhood Commercial District (NC) to Neighborhood Commercial District (NC) Specific Use for a smoke shop, at 6909, 6911, 6913, 6917, 6923, 6925, 6931, and 6951 Indiana Avenue, located east of Indiana Avenue and north of 70th Street, Liberty Village Addition, Lots 1 - 55 of Tract A, and consider an ordinance.

7. 4. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3303-D, a request of Steen Realty Group of Keller Williams for SE4NS Properties, LLC, for a zone change from Industrial Park District (IP) to Auto-Urban Commercial District (AC), at 11919 and 11923 Frankford Avenue, located east of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tracts B-1 and B-2, and consider an ordinance.

7. 5. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3506, a request of Brian and Chad Carter, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 5834 and 5836 146th Street, west of Frankford Avenue and north of 146th Street, on approximately 4.978 acres of unplatted land out of Block AK, Section 9, and consider an ordinance.

7. 6. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3507, a request of Mountain Top Engineering for CTJ Diamond Investments, LLC, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 7108 82nd Street, located north of 82nd Street and east of Upland Avenue, on 1.01 acres of unplatted land out of Block AK, Section 30, and consider an ordinance.

7. 7. **Public Hearing - Planning (District 6):** Consider a request for Zone Case 3505, a request of Seventeen Services, LLC for Scarlet River, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 2909 and 2911 North Frankford Avenue, located west of North Frankford Avenue and north of Ursuline Street, on 5.023 acres of unplatted land out of Block JS, Section 12, and consider an ordinance.

7. 8. **Public Hearing - Business Development:** Hold a public hearing on the proposed 2024 Assessment Rate for the Bell Farms Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 9. **Public Hearing - Business Development:** Hold a public hearing on the proposed 2024 Assessment Rate for the Northwest Passage Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Northwest Passage PID; approving, adopting, and filing with the City Secretary the assessment roll; levying the 2024 assessments for the cost of certain services and improvements to be provided in the

district during FY 2024-25; fixing charges and liens against the property in the district and the owners thereof; and providing for the collection of the assessments.

7. 10. **Public Hearing - Business Development:** Hold a public hearing on the proposed 2024 Assessment Rate for the Upland Crossing Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 11. **Public Hearing - Business Development:** Hold a public hearing on the proposed 2024 Assessment Rate for the Upland Crossing 2 Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing 2 PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 12. **Public Hearing - Business Development:** Hold a public hearing on the proposed 2024 Assessment Rate for the Upland Crossing 3 Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing 3 PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 13. **Public Hearing - Business Development:** Hold a public hearing on the proposed 2024 Assessment Rate for the North Overton Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 14. **Public Hearing - Business Development:** Hold a public hearing on the proposed 2024 Assessment Rate for the Quincy Park Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 15. **Public Hearing - Business Development:** Hold a public hearing on the proposed 2024 Assessment Rate for the Valencia Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 16. **Public Hearing - Business Development:** Hold a public hearing on the proposed 2024 Assessment Rate for the North Point Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 17. **Public Hearing - Business Development:** Hold a public hearing on the proposed 2024 Assessment Rate for the Willow Bend Villas Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Willow Bend Villas PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

7. 18. **Ordinance 2nd Reading - Planning:**
A. Consider Ordinance No. 2024-O0110, and take action on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for adoption, limited to the following:

1. Section 39.02.018.c.1.A (related to Residential Uses in the SF-2, MDR, and HDR Districts)
2. Table 39.02.004.c-2 (related to SF-2 Lot Density and Dimensions)
3. Table 39.02.004.d-2 (related to MDR Lot Density and Dimensions)
4. Table 39.03.023-2 (related to Base Public and Nonresidential Districts Sign Standards)
5. Section 39.07.041 and the Final Plat Submission Checklist (related to Final Plat Document Requirements and Applicant Responsibilities)
6. Section 39.07.040 and the Preliminary Plat Submission Checklist (related to Preliminary Plat Document Requirements and Applicant Responsibilities)
7. Section 39.10.002 (related to Definitions)
8. Section 39.02.016, Table 39.02.004.c-1, Table 39.02.004.d-1, Table 39.02.004.d-3, Table 39.02.004.e-1, Table 39.02.004.e-3, Table 39.03.009-1 (related to the Land Use Matrix)
9. Section 39.07.041.j (related to Final Plat Recording)
10. Section 39.07.041.k.3 (related to Final Plat and Preliminary Plat Renewal and Expiration)

11. Section 39.07.040.b (related to Preliminary Plat Purpose)
12. Table 39.02.004.e-2 (related to HDR Lot Density and Dimensions)
13. Table 39.02.016-1 (related to Outdoor Storage in the Industrial Park District (IP))
14. Section 39.02.020.d.7.C (related to Nonresidential and Mixed-Use Accessory Uses and Structures)
15. Section 39.02.020.c (related to Residential Accessory Uses and Structures)
16. Section 39.07.044.b (related to Waiver of Improvements)
17. Section 39.07.045.b (related to Delay of Improvements)
18. Section 39.02.018.e (related to Limited Use Standards)
19. Table 39.03.002-1 (related to Building and Site Design Applicability)
20. Table 39.02.004.c-3 (related to SF-2 Off-Street Parking and Loading Schedule)
21. Table 39.04.005-3 (related to Minimum Driveway Throat Length)
22. Section 39.04.021.b (related to Recording of Plat and Dedication of Improvements)
23. Table 39.03.016-1 (related to District Bufferyard Standards)
24. Section 39.02.020.b.6 (related to Nonresidential and Mixed-Use Fences)
25. Section 39.04.012 (related to Public Water Systems)
26. Section 39.04.013 (related to Public Wastewater Systems)
27. Section 39.02.023.b.3 (related to Specific Allowances for Height Requirements)
28. Table 39.02.022-1 (related to setback measurements)
29. Section 39.02.023.d.3 (related to Contextual Rear Setbacks)
30. Section 39.02.004.a.4.A, Section 39.02.004.b.4.A, Section 39.02.004.c.4.A, Section 39.02.004.d.4.A, and Section 39.02.004.e.4.A (related to Lot Density and Dimensions)
31. Table 39.02.006.b-2 (related to Office (OF) Lot Intensity and Dimensions)
32. Section 39.07.004.f (related to Plat Filing)

Information

Agenda Item

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

Item Summary

Discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, Health/Educational Facilities Development Corporation Board, Lubbock Emergency Communications District Board of Managers, Planning & Zoning Commission, and Zoning Board of Adjustment.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 12795
Regular City Council Meeting **5. 1.**
08/27/2024:

Information

Agenda Item

July 23, 2024 Regular City Council Meeting
July 25, 2024 Special City Council Meeting - Joint Planning & Zoning Commission

Item Summary

July 23, 2024 Regular City Council Meeting
July 25, 2024 Special City Council Meeting - Joint Planning & Zoning Commission

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

7.23.2024
7.25.2024 S Joint P&Z Meeting

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
July 23, 2024
12:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 23rd of July, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:00 p.m.

12:02 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Mark W. McBrayer; Mayor Pro Tem Christy Martinez-Garcia; Council Member Tim Collins; Council Member David Glasheen; Council Member Gordon Harris; Council Member Brayden Rose; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; City Attorney Matt Wade

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.2; 3.1-3.2; Citizen Comments 4; 5.1; 6.19; 6.1-6.18; 6.20-6.21; 7.1-7.4; and 6.19.*
- *Item No. 6.19 was amended.*

1. Executive Session

The meeting recessed at 12:03 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:29 p.m., and the meeting was called to order at 3:17 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. Vital Statistics

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

1. 2. 2. Commercial Lease Amendment for property located at 5034 Frankford Avenue, Lubbock, Texas, 79424

1. 3. Hold an executive sesssion in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described herein above.

1. 3. 1. Lubbock Economic Development Alliance update regarding ongoing LEDA economic development projects and negotiations with business prospects including any related financial incentives offered or discussed.

1:00 p.m. or immediately following Executive Session - The 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.

City Council reconvened at 1:29 p.m.

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

2. 1. Recognition of Mandela Washington Fellows

Mayor Mark McBrayer presented a special recognition and honorary city of Lubbock citizenships to the students participating in the Mandela Washington Fellowship for Young African Leaders Program at Texas Tech University. Michael Johnson, associate director of international grants administration and partnerships at Texas Tech University Office of International Affairs, gave comments on the importance of the Mandela Washington Fellowship Program and introduced the students.

2. 2. Discuss Sewer Lateral Committee Recommendations and Policies

Wood Franklin, division director of public works, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Discussion ensued among City Council over the Sewer Lateral Committee recommendations and policies.

There was a consensus among City Council that before making any changes to the ordinance, funding for the current capital improvement program would continue for the first three months of Fiscal Year 2024-2025, to allow for adequate public notice, awareness, and education regarding any changes to the ordinance. There was also a consensus for the creation of a financial assistance program.

The prevailing recommendation by City Council is for the city to return the financial responsibility to the property owner beginning January 1, 2025.

Other recommendations made by City Council for consideration included: establishing time limits for city assistance; creating an option for citizens to pay the cost of repairs over time; and a hybrid model where both the homeowner and the city would cover the cost of repairs.

Direction was given to the city manager to present options to administer a financial assistance program.

3:03 p.m. - The City Council continues in Open Session in City Council Chambers.

3. Ceremonial Items

3. 1. Invocation

Senior Pastor Michelle L. Schubert, New Hope Church LBK, led the invocation.

3. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Christy Martinez-Garcia.

Call to Order

The meeting was called to order at 3:17 p.m.

4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on July 23, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Alma Gopie and Barbara Lieck appeared before City Council to speak on item 2.2 (Sewer Lateral Committee Recommendations and Policies).
- Brigid Krizek submitted a written comment to the City Council on item 2.2 (Sewer Lateral Committee Recommendations and Policies).
- Colby Norris, treasurer of the Highland Oaks Homeowner's Association, appeared before City Council to speak in favor of item 7.4 (resolution and order for a special city election regarding the annexation of property known as the Highland Oaks Subdivision).
- Belinda Kay, resident of the Highland Oaks Subdivision; and Gregg Kay, resident of the Highland Oaks Subdivision, appeared before City Council to speak in opposition of item 7.4 (resolution and order for a special city election regarding the annexation of property known as the Highland Oaks Subdivision).

5. Minutes

5. 1. June 25, 2024 Regular City Council Meeting
June 25, 2024 Special City Council Meeting - Swearing-In Ceremony

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Brayden Rose, to approve the June 25, 2024 Regular City Council Meeting minutes and the June 25, 2024 Special City Council Meeting - Swearing-In Ceremony minutes.

Vote: 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve items 6.1-6.18 and 6.20-6.21.

Vote: 7 - 0 Motion carried

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0100, 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. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0101, 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. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0102, 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. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0103, Amendment 43, amending the FY 2023-24 Budget for municipal purposes respecting the Cable Services Fund; providing for filing; and providing for a savings clause.

6. 5. **Resolution - Right-of-Way:** Resolution No. 2024-R0321 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Right-of-Way Deed and one (1) Drainage Easement Deed, and all related documents, in connection with certain real property located in Section 8, Block JS, Lubbock County, Texas (Parcel 4), on the west side of North Milwaukee Avenue and on the north side of Erskine Street, to be utilized for the 2022 Roadway Bond Project.

6. 6. **Resolution - Right-of-Way:** Resolution No. 2024-R0322 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 39, Block AK, Lubbock County, Texas (Parcel 31), at the southwest corner of 34th Street and Upland Avenue, to be utilized for the 2022 Roadway Bond Project.

6. 7. **Resolution - Right-of-Way:** Resolution No. 2024-R0323 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 42, Block AK, Lubbock County, Texas, at the southwest corner of 34th Street and Upland Avenue, to be utilized for the 2022 Roadway Bond Project.

6. 8. **Resolution - Right-of-Way:** Resolution No. 2024-R0324 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 1, Block D-6, Lubbock County, Texas (Parcel 6), on the west side of Upland Avenue across from 12th Street, to be utilized for the 2022 Roadway Bond Project.

6. 9. **Resolution - Right-of-Way:** Resolution No. 2024-R0325 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 1, Block D-6, Lubbock County, Texas (Parcel 7), on the west side of Upland Avenue, north of 12th Street, to be utilized for the 2022 Roadway Bond Project.

6. 10. **Resolution - Right-of-Way:** Resolution No. 2024-R0326 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 1, Block D-6, Lubbock County, Texas (Parcel 8), at the southwest corner of Upland Avenue and 9th Street, to be utilized for the 2022 Roadway Bond Project.

6. 11. **Resolution - Right-of-Way:** Resolution No. 2024-R0327 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 1, Block D-6, Lubbock County, Texas (Parcel 13), on the west side of Upland Avenue, south of 4th Street, north of 8th Street, to be utilized for the 2022 Roadway Bond Project.

6. 12. **Resolution - Right-of-Way:** Resolution No. 2024-R0328 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 1, Block D-6, Lubbock County, Texas (Parcel 16), at the southeast corner of Upland Avenue and 4th Street, to be utilized for the 2022 Roadway Bond Project.

6. 13. **Resolution - Right-of-Way:** Resolution No. 2024-R0329 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 1, Block D-6, Lubbock County, Texas (Parcel 21), at the northeast corner of Upland Avenue and 19th Street, to be utilized for the 2022 Roadway Bond Project.

6. 14. **Resolution - Right-of-Way:** Resolution No. 2024-R0330 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 (1) Water Line Easement Deed, and all related documents, in connection with certain real property located in Section 38, Block AK, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 12), on the east side of Upland Avenue, at the railroad crossing, to be utilized for the 2022 Roadway Bond Project.

6. 15. **Resolution - Right-of-Way:** Resolution No. 2024-R0331 authorizing the Mayor to accept a Real Estate Sales Contract, and all related documents, by and between the City of Lubbock and Lubbock Land Holdings, LLC, for the purchase of real property located in Lot 21, 82nd Acres Addition to the City of Lubbock, Lubbock County, on the east side of I-27, south of 82nd Street, to be used for drainage improvements on the 2022 Roadway Bond Project.

6. 16. **Resolution - Engineering:** Resolution No. 2024-R0332 authorizing the Mayor to execute Change Order No. 2 to Contract 16162, with Landmark Structures, LP, related to the construction completion of the 2.0 Million Gallon Elevated Storage Tanks at 3rd Street and University Avenue and 87th Street and Avenue P.

6. 17. **Resolution - Engineering:** Resolution No. 2024-R0333 authorizing the Mayor to execute Public Works Contract 18144, with West Texas Paving, Inc., for Unpaved Roads Improvements C.O. Phase 4.

6. 18. **Resolution - Facilities Management:** Resolution No. 2024-R0334 authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Mutual Termination of Lease Agreement, and all related documents, by and between the City of Lubbock and Dolgencorp of Texas, Inc., regarding property at 2015 50th Street-Unit B.

6. 19. **Resolution - Civic Centers:** Resolution No. 2024-R0338 approving the recommendation from the Cultural Arts Grant Review Sub-Committee and the Civic Lubbock, Inc. Board of Directors, for the 2024 Cultural Arts Grant Program, using Hotel Occupancy Tax funds collected at the end of Fiscal Year 2022-23.

This item was amended.

Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Council Member David Glasheen, seconded by Council Member Brayden Rose, to remove this item from the consent agenda.

Vote: 6 - 1 Motion carried

NAY: Mayor Pro Tem Christy Martinez-Garcia

Motion by Council Member David Glasheen, seconded by Council Member Brayden Rose, to make the following amendment:

- to remove First Friday Art Trail from the recipient list to receive Hotel Occupancy Tax grant funds.

Vote on Motion to Amend

Vote: 5 - 2 Motion carried

NAY: Mayor Pro Tem Christy Martinez-Garcia
Council Member Gordon Harris

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Brayden Rose, to approve Resolution No. 2024-R0338, as amended.

Vote: 7 - 0 Motion carried

6. 20. **Resolution - Information Technology:** Resolution No. 2024-R0335 authorizing the Mayor to execute Contract 18160, with Vexus Fiber Internet Services, for upgrades of internet services for various City departments.

6. 21. **Resolution - Information Technology:** Resolution No. 2024-R0336 authorizing the Mayor to execute Contract 18193, with Unite Private Networks, to provide Secondary Business Internet Service connections for Citizens Tower and multiple City locations.

7. **Regular Agenda**

7. 1. **Public Hearing - Planning (District 3):** Ordinance No. 2024-O0104, for Zone Case 763-D, a request of Woda Cooper Companies, Inc. for Buslon, Inc., for a zone change from Low Density Single-Family District (SF-2) and Medium Density Residential District (MDR) to Medium Density Residential District (MDR), at 5311 Bangor Avenue, located north of 54th Street and east of Bangor Avenue, on approximately 5.9 acres of unplatted land out of Block E-2, Section 28.

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

Mayor McBrayer opened the public hearing at 3:54 p.m.

Parker Zee, with Woda Cooper Companies, on behalf of the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 3:55 p.m.

Motion by Council Member David Glasheen, seconded by Council Member Brayden Rose, to approve Ordinance No. 2024-O0104.

Vote: 7 - 0 Motion carried

7. 2. **Public Hearing - Planning (District 6):** Ordinance No. 2024-O0105, for Zone Case 2538-MM, a request of K-9 Kennels, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 1607 and 1715 Alcove Avenue, located north of 19th Street and east of Alcove Avenue, on approximately 6.1 acres of unplatted land out of Block D-6, Section 1.

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

Mayor McBrayer opened the public hearing at 3:57 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 3:57 p.m.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve Ordinance No. 2024-O0105.

Vote: 7 - 0 Motion carried

7. 3. **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 consisting of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision, located within an area located south of 146th Street (F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730) into Lubbock's corporate limits.

Public Hearing Only.

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

Mayor McBrayer opened the public hearing at 3:58 p.m.

Tim Goebel; Ron Braunhardt; and David Conklin, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 4:03 p.m.

7. 4. **Resolution and Order - City Secretary:** Resolution No. 2024-R0337 and order for a special city election to be held on November 5, 2024, in accordance with Texas Local Government Code Section 43.0696, regarding the annexation of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision, located within an area located south of 146th Street (F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730).

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0337.

Vote: 7 - 0 Motion carried

4:11 P.M. CITY COUNCIL ADJOURNED

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

The July 23, 2024 Regular City Council Meeting minutes were approved by the City Council on the 27th day of August, 2024.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 25, 2024
6:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 25th of July, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 6:00 p.m.

6:02 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Mark W. McBrayer; Mayor Pro Tem Christy Martinez-Garcia; Council Member Tim Collins; Council Member David Glasheen; Council Member Gordon Harris; Council Member Brayden Rose; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; City Attorney Matt Wade

Note: This was a joint meeting with the Planning and Zoning Commission. Members of the Commission, in attendance, were: Chair James Bell, Brandon Hardaway, Zach Sawyer, Jordan Wheatley, Scott Gloyna, and Susan Tomlinson.

Note: City Council addressed agenda items in the following order:
- *1.1; 2; 3; and 4.*

1. Call to Order - Welcome and Introductions

The meeting was called to order at 6:02 p.m.

Mayor McBrayer introduced James Bell, chair of the Planning and Zoning Commission, and welcomed those in attendance.

1. 1. Introductory remarks and Presentation by the City of Lubbock Planning Staff on the proposed Amendments to the Unified Development Code and Documentation to be submitted with Plat Applications.

Kristen Sager, director of planning, gave a presentation on the proposed Amendments to the Unified Development Code and answered questions from City Council and the Planning and Zoning Commission. Robert Wallace, director of development services; and Matt Wade, city attorney, gave comments and answered questions from City Council and the Planning and Zoning Commission.

2. Hold a Joint Planning and Zoning Commission Meeting and Public Hearing with the City Council and consider amending the Unified Development Code (Ordinance No. 2023-O0054), and zoning map including but not limited to proposed amendments to Sections 39.02.018.c, related to Residential Limited Use Standards, Table 39.02.004.c-2, related to SF-2 Lot Density and Dimensions, Table 39.02.004.d-2, related to MDR Lot Density and Dimensions, Table 39.03.023-2, related to Base Public and Nonresidential Districts Sign Standards, Section 39.10.002, related to Definitions, Section 39.07.041, related to Final Plats, Section 39.07.040, related to Preliminary Plats, Section 39.02.013, related to the South Overton Overlay (SOO), Section 39.02.016 and Table 39.02.016-1, related to the Land Use Matrix, Tables 39.02.004.c-1, 39.02.004.d-1, 39.02.004.d-3, 39.02.004.e-1, 39.02.004.e-3, and 39.03.009-1, related to Duplexes and Townhouses, Sections 39.02.004.a.7, 39.02.004.b.7, 39.02.004.c.7, 39.02.004.d.7, 39.02.004.e.7, related to Signs in Residential Districts for Non-Residential Uses, Table 39.02.004.e-2, related to HDR Lot Density and Dimensions, Section 39.06.002, related to the Planning and Zoning Commission, Section 39.02.020.d.7.C, related to Nonresidential and Mixed-Use Accessory Uses and Structures, Section 39.02.020.c., related to Residential Accessory Uses, Section 39.07.044, related to Waiver of Improvements, Section 39.07.045, related to Delay of Improvements, Section 39.02.018.e, related to Civic and Institutional Uses Limited Use Standards, Table 39.03.002-1, related to Building and Site Design Applicability, Table 39.02.004.c-3, related to SF-2 Off-Street Parking and Loading Schedule, Section 39.03.023.b.8, related to Monuments Signs, Table 39.04.005-3, related to Minimum Driveway Throat Length, Section 39.04.021.b, related to Recording of Plat and Dedication of Improvements, Table 39.03.016-1, related to District Bufferyard Standards, Section 39.02.020.b, related to General Accessory Uses and Structures, Section 39.04.012, related to Public Water Systems, Section 39.04.013, related to Public Wastewater Systems, Section 39.02.023, related to Specific Allowances, Table 39.02.022-1, related to Measurements, Sections 39.02.004.a.4.A, 39.02.004.b.4.A, 39.02.004.c.4.A, 39.02.004.d.4.A, and 39.02.004.e.4.A, related to Lot Density and Dimensions, Table 39.02.006.b-2, related to Office (OF) Lot Intensity and Dimensions, Section 39.07.004.f, related to Plat Filing, and review and approve written lists of all documentation and other information the municipality requires to be submitted with a plat application, as required by TLGC Section 212.0081.

Mayor McBrayer opened the public hearing at 6:48 p.m.

Terry Holeman, with the Developers Council of the West Texas Home Builders Association and Hugo Reed and Associates; Thomas Payne; and Gordon Wilkerson appeared to speak in favor.

Jim Baxa appeared to speak in opposition to proposed Amendment 23 (a supermajority requirement for City Council to overturn a recommendation of denial from the Planning and Zoning Commission); and Gretchen Scott, appeared to speak in opposition to proposed Amendment 47 (removing mural and sign area limitations).

Jim Baxa appeared to speak on commercial zoning; Mary Crites, architect and board member of the Urban Design/Historic Preservation Commission, appeared to speak on the Lubbock brick streets preservation ordinance; and Terry Holeman, with the Developers Council of the West Texas Home Builders Association and Hugo Reed and Associates; Thomas Payne; and Gordon Wilkerson appeared to speak on landscaping requirements.

Mayor McBrayer closed the public hearing at 7:59 p.m.

During the public hearing, the following individuals gave comments and answered questions from City Council and the Planning and Zoning Commission: Terry Holeman, with the Developers Council of the West Texas Home Builders Association and Hugo Reed and Associates; Alex Scarborough; Cory Dulin, with AMD Engineering; Mary Crites, architect and board member of the Urban Design/Historic Preservation Commission; Kristen Sager, director of planning; Erik Rejino, assistant city manager; and Matt Wade, city attorney.

3. Discussion regarding timeline and procedures regarding adoption of amendments to the Unified Development Code (Ordinance No. 2023-O0054) and zoning map.

Mayor McBrayer gave comments on the timeline and procedures regarding adoption of amendments to the Unified Development Code (Ordinance No. 2023-O0054) and zoning map.

4. Adjourn

8:00 P.M. CITY COUNCIL ADJOURNED

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

The July 25, 2024 Special City Council Meeting minutes were approved by the City Council on the 27th day of August, 2024.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 12742
Regular City Council Meeting 6. 1.
08/27/2024:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0106, Amendment 45, amending the FY 2023-24 Budget for municipal purposes respecting the Information Technology Capital Project Fund and the Health Benefits Operating Fund; providing for filing; and providing for a savings clause.

Item Summary

On August 13, 2024, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92578, Enterprise Resource Planning System, and reduce funding in the amount of $193,806, from $2,500,000 to $2,306,194. Funding will be Health Benefits Cash.

II. Increase the transfer from the IT Capital Project Fund to the Health Benefits Operating Fund by $193,806.

Capital Improvement Project 92578 was first appropriated in FY 2018-19 to propose an Enterprise Resource Planning System (ERP) for employee self-service software to include Human Capital Management, Timekeeping, Leave Management, Payroll, Finance, and Purchasing. This project was intended to replace the city's current outdated ERP system.

Fiscal Impact

This project was originally partially funded with a transfer from the Health Benefits fund. The remaining $193,806 will be transferred back to the Health Benefits fund.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 45

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE IT CAPITAL PROJECT FUND AND THE HEALTH BENEFITS OPERATING 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 #45) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92578, Enterprise Resource Planning System, and reduce funding in the amount of $193,806, from 2,500,000 to 2,306,194. Funding will be Health Benefits Cash.

II. Increase the transfer from the IT Capital Project Fund to the Health Benefits Operating Fund by $193,806.

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:

Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

AI# 12783
Regular City Council Meeting 6. 2.
08/27/2024:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 44, amending the FY 2023-24 Budget for municipal purposes respecting the Community Development Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate $93,379 from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant.

Grantee: City of Lubbock, Community Development Department
Funding Source: 2024 Supplemental CEAP from TDHCA (Contract 58940004161)
Use of Funds: This is a pass through grant from TDHCA to provide energy assistance by paying for energy bills only and repair or replacement of existing heating and cooling units for citizens of Lubbock County.
Terms: January 1, 2024 – December 31, 2024, with the option to extend time up to 6 months as determined by TDHCA

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

Fiscal Impact

The funding in the amount of $93,379 from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant is to further assist low income households in meeting their immediate energy needs and to encourage consumers to control energy costs through education. The current FY 2023-24 Budget for the CEAP grant is $2,000,000. With the amount of $93,379, this will increase the appropriation amount to $2,093,379.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment #44

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE COMMUNITY DEVELOPMENT 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 #44) for municipal purposes, as follows:

I. Accept and appropriate $93,379 from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) 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 W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs11/Budget-FY23-24.Amend44.ord
August 12, 2024

AI# 12763
Regular City Council Meeting
08/27/2024:

6. 3.

Information

Agenda Item

Resolution - Finance: Consider a resolution approving the Lubbock Emergency Communications District Budget for Fiscal Year 2024-25.

Item Summary

The Lubbock Emergency Communication District (LECD) is required to submit the annual budget for approval by the governing bodies within the boundaries of the district.

As authorized by the Texas Health and Safety Code, Section 772.301 through 772.329, the LECD Board of Managers approved the LECD proposed FY 2024-25 Budget. It is the opinion of the LECD Board of Managers, that the proposed FY 2024-25 Budget represents a fair and prudent financial plan to accomplish the LECD mission of providing enhanced 9-1-1 service to Lubbock County citizens.

Fiscal Impact

None

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer
Lubbock Emergency Communication District Board of Managers

Attachments

LECD Resolution
LECD Budget

RESOLUTION

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

WHEREAS, the Lubbock Emergency Communication District Board of Managers approved a proposed budget for FY 2024-25 acting under the authority of Texas Health and Safety Code Section 772.301 through 772.329; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby approves the Lubbock Emergency Communication District proposed budget for FY 2024-25. Said budget is attached hereto and incorporated as if fully set forth herein.

Passed by the City Council on _____ 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

ccdocsII/LECD Budget Resolution 24-25
August 12, 2024

Budget

Fiscal Year 2024-2025

Lubbock Emergency Communication District

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

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

BUDGET FY 2024-2025

ITEM	TOTAL BUDGET 2023-2024	TOTAL BUDGET 2024-2025
PERSONNEL EXPENSE		
Compensation - Full Time	$815,747	$773,685
Compensation - Part Time	$3,200	$3,200
Retirement Expense	$145,000	$145,000
Insurance Benefit	$158,000	$185,000
Workers' Compensation	$4,400	$4,500
Unemployment	$4,000	$4,000
FICA Tax	$76,500	$75,000
Payroll Service	$4,500	$4,500
Employment Expense	$3,000	$3,000
Accrued Benefit	$125,000	$138,000
TOTAL PERSONNEL EXPENSE	**$1,339,347**	**$1,335,885**
OFFICE SUPPLIES EXPENSE		
Office/Operating Supplies	$2,200	$2,900
Other Supplies	$8,100	$9,600
Educational Supplies	$400	$400
Postage	$400	$550
Mapping Supplies	$650	$675
Printing	$500	$500
TOTAL OFFICE SUPPLIES EXPENSE	**$12,250**	**$14,625**
OFFICE EQUIPMENT MAINTENANCE	$0	
Office/Communication Equipment Maintenance	$950	$1,000
Computer Equipment Maintenance	$4,000	$13,000
Tools & Equipment	$550	$600
Rent/Lease Machinery	$3,500	$3,500
TOTAL OFFICE EQUPMENT MAINTENANCE	**$9,000**	**$18,100**
BUILDING SERVICES/MAINTENANCE		
Contract Services	$26,550	$27,050
Maintenance/Repair	$40,240	$59,050
Utilities	$51,500	$52,000
Building Supplies/Tools	$5,150	$5,300
Building Insurance	$24,000	$28,000
Building Contingency	$50,000	$50,000
Building Replacement/Repair Fund	$125,000	$125,000
TOTAL BUILDING SERVICES/MAINTENANCE	**$322,440**	**$346,400**
OTHER SERVICES EXPENSE		
Texas 9-1-1 Alliance	$18,020	$17,910
Legal Services	$7,000	$7,000
Accounting Services	$16,000	$16,800
Public Education	$32,400	$16,500
Professional Services	$1,620	$1,650
Communication Services	$5,650	$5,250
Professional Dues and Memberships	$5,400	$5,350
Travel	$39,000	$44,000
Training	$9,890	$10,100
Liability/Property Insurance	$10,000	$12,000
Vehicle Expense	$11,000	$11,000
TOTAL OTHER SERVICES EXPENSE	**$155,980**	**$147,560**
CAPITAL		
Office Furniture	$1,000	$2,000
Communication Equipment	$1,000	$1,000
Computer Equipment	$300	$300
Equipment Replacement - LECD	$5,000	$12,165
TOTAL CAPITAL	**$7,300**	**$15,465**
TOTAL DISTRICT OPERATIONS	**$1,846,317**	**$1,878,035**

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

BUDGET FY 2024-2025

ITEM	TOTAL BUDGET 2023-2024	TOTAL BUDGET 2024-2025
PSAP SUPPORT		
Recurring Charges	$757,317	$567,125
Maintenance Charges	$329,675	$354,900
9-1-1 System Technician	$33,550	$44,790
PSAP Training/Travel	$31,000	$39,000
Catastrophic Contingency	$100,000	$100,000
Equipment Insurance	$8,600	$10,200
PSAP Emergency Response Support	$11,000	$11,000
Intergovernmental Aerial Mapping	$5,000	$5,000
PSAP Communication Services	$7,880	$7,460
Equipment Replacement - PSAP	$200,000	$1,637,550
Total PSAP Support	**$1,484,022**	**$2,777,025**
PROJECTS		
Next Generation\Emerging Technologies	$35,000	$50,000
PSAP Grant Program	$100,000	$100,000
TOTAL PROJECTS	**$135,000**	**$150,000**
TOTAL	**$3,465,339**	**$4,805,060**

Agency Overview

Background

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff

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

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

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

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

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

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

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

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

Responsibilities

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

9-1-1 Service Fee

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

9-1-1 Network

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

Call Handling Equipment

The District provides the equipment and software used to receive and answer 9-1-1 calls at each PSAP. Mapping software displays the location information associated with the call. Logging equipment at each PSAP records the audio for every 9-1-1 call handled. Specialized software collects information on all aspects of each call and stores it for daily analysis. All call handling equipment is monitored remotely by the equipment vendors, as well as an internal monitoring system.

Telecommunicator Training

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

Mapping

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

Databases

The District maintains several databases important to 9-1-1 service. In relation to addressing, the District maintains both an Automatic Location Identification *(ALI)*

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

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

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

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

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

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

Research and Planning
District Staff is continually researching newly available communication technology as it pertains to 9-1-1. This new technology includes the current development of a NG9-1-1

system benefitting not only the District, but also neighboring regions and the State of Texas. This future system will be able to deliver voice, text, images, and video to the call taker from any device.

Legislation Monitoring

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

Significant Activities for FY 2024-2025

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

Next Generation 9-1-1

Routing is one of the core features of the 9-1-1 system. This feature automatically directs calls to the proper PSAP. The District has fully migrated away from the legacy 9-1-1 system as part of the move towards Next Generation 9-1-1. Implementation of this new system is a large undertaking, spanning several years and multiple phases. The District will continue to implement technology as it becomes available. This includes routing emergency calls based on geospatial information, integrating supplemental data sources for 9-1-1 callers, improving wireless location accuracy, and the delivery of images and video.

9-1-1 Equipment/Network Maintenance

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

Network Security

Network security is an ongoing effort. The District strives to ensure the 9-1-1 network is as secure as possible and complies with the latest security standards. The District will conduct a cybersecurity audit, which should analyze strengths and weaknesses, as well as provide a future path towards increased security.

Legislation

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

AI# 12717
Regular City Council Meeting 6. 4.
08/27/2024:

Information

Agenda Item

Resolution - Planning: Consider a resolution, pursuant to Chapter 42, Subchapter D, of the Texas Local Government Code, releasing the area described as Property I.D. R47350 by the Lubbock County Appraisal District, otherwise known as 5710 East FM 835, from the Extra-Territorial Jurisdiction of the City of Lubbock.

Item Summary

On September 1, 2023, Senate Bill 2038 went into effect, allowing property owners to petition the City of Lubbock to release their property from the City's Extra-Territorial Jurisdiction (ETJ).

In order to be considered, the petition must be signed and notarized by more than 50% of the registered voters of the property described by the petition (as of the date of the preceding uniform election date), or a majority in value of the holders of title of land of the property described by the petition (as indicated on the tax rolls of the Lubbock County Appraisal District).

The petition submitted by Tyler Brousseau meets the requirements listed above. Additionally, if the City Council denies or takes no action on the petition, the Texas Local Government Code deems the petition automatically approved 45 days after it is filed and certified with the City of Lubbock.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Resolution - 5710 East FM 835
Certified Petition - 5710 East FM 835
Map - 5710 East FM 835

RESOLUTION

WHEREAS, the City of Lubbock received a petition, attached hereto and incorporated herein, for the release of an area from the City of Lubbock's extraterritorial jurisdiction (the "ETJ") in accordance with Sections 42.102 & 42.104 of the Texas Local Government Code (the "Code");

WHEREAS, the City Secretary of the City of Lubbock has verified the petition and notified the petitioner of such in compliance with Sec. 42.105 of the Code; and **NOW, THEREFORE:**

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

THAT pursuant to Chapter 42, Subchapter D, of the Texas Local Government Code the City Council hereby releases the area described as Property I.D. R47350 by the Lubbock County Appraisal District, otherwise known as 5710 E. FM 835, from the City of Lubbock's ETJ.

Passed by the City Council on _____.

_____
MARK W. 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. ETJ Release 5710 E. FM 835, R47350
8.12.24

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATION OF SUFFICIENT PETITION

I hereby certify, in the performance of the functions of my office, that the attached petition, map, and legal description of the property, from the property owners requesting the City of Lubbock release the desired area from the Extraterritorial Jurisdiction (ETJ) of the City of Lubbock, has been verified and is sufficient. And, that the release from the Extraterritorial Jurisdiction (ETJ) of the City of Lubbock can only be initiated by a petition, pursuant to Texas Local Government Code, Sec. 42.104 (a) A petition requesting release under this subchapter must be signed by: (1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or (2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.; the petitioner, Tyler Brousseau, owns 100% of the total area at 5710 E. 50th Street (LCAD Property ID R47350).

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

In witness whereof, I have hereunto set my hand and affixed the official seal of said office the 19th day of July 2024.

(City Seal)

Jimmy Maynard
Deputy City Secretary
City of Lubbock
Lubbock County, State of Texas

264-0320

City of Lubbock TEXAS

PLANNING

RECEIVED
JUL 18 2024
OFFICE OF THE CITY SECRETARY
Lubbock, Texas
10:41 am

RELEASE FROM THE EXTRATERRITORIAL JURISDICTION (ETJ) PETITION

(Use multiple copies of this petition if necessary to complete the following information).

Address of Property to be Released (the "Area")	Land Owner or Resident Printed Name ("Petitioner")	Land Owner or Resident Home Address	Property Owner(s) Name(s)	Property Owner(s) Address	Petitioner's D.O.B. or Voter Registration #
5700 E. 50th St Lubbock 79403	Tyler Brousseau	179 Pony Express Tr Lubbock 79404	Tyler Brousseau	PO Box 585 Lubbock 79408	01-17-1976

By signing this petition, I hereby request to be removed from the City of Lubbock's Extraterritorial Jurisdiction (ETJ). I hereby affirm I am the resident or owner of the property identified above.

Name: Tyler Brousseau

Signature: _____ **Date:** 6-24-2024

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 28 day of June, 2024, to certify which witness my hand and official seal.

State of Texas

County of Lubbock

Notary Signature _____ [seal]

TALISHA M SIMMONS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/11/27
NOTARY ID 13192601-3

City of Lubbock TEXAS

PLANNING

REQUEST FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION (ETJ)

****Request and Petition MUST be submitted by residents or owners of the property to be released****

Date	Applicant's Printed Name	Applicant's Home Address	Address of Property to be Released (the "Area")	Property Owner(s) Name(s)	Property Owner(s) Address
6-28-24	Tyler Brousseau	179 Pony Express Trail	5710 E. 50th St	Tyler Brousseau	PO Box 585 Lubbock 79408

The attached petition MUST be signed (and notarized) by:

1. **More than 50% of the registered voters of the area described by the petition (as of the date of the preceding uniform election date); or**
2. **A majority in value of the holders of title of land in the area described by the petition (as indicated on the tax rolls of the Lubbock County Appraisal District).**

In order to be deemed complete, the petition MUST be accompanied by:

1. **A map of the land to be released; and**
2. **A boundary description by:**
   a. **Metes and bounds, or**
   b. **Lot and block number, if there is a recorded plat**

RECEIVED

By signing this petition, I hereby request to be removed from the City of Lubbock's Extraterritorial Jurisdiction (ETJ). I hereby affirm I am the resident or owner of the property identified above.

Name: Tyler Boisseau

Signature: _____ **Date:** 6-28-2024

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 28 day of June, 2024, to certify which witness my hand and official seal.

State of Texas

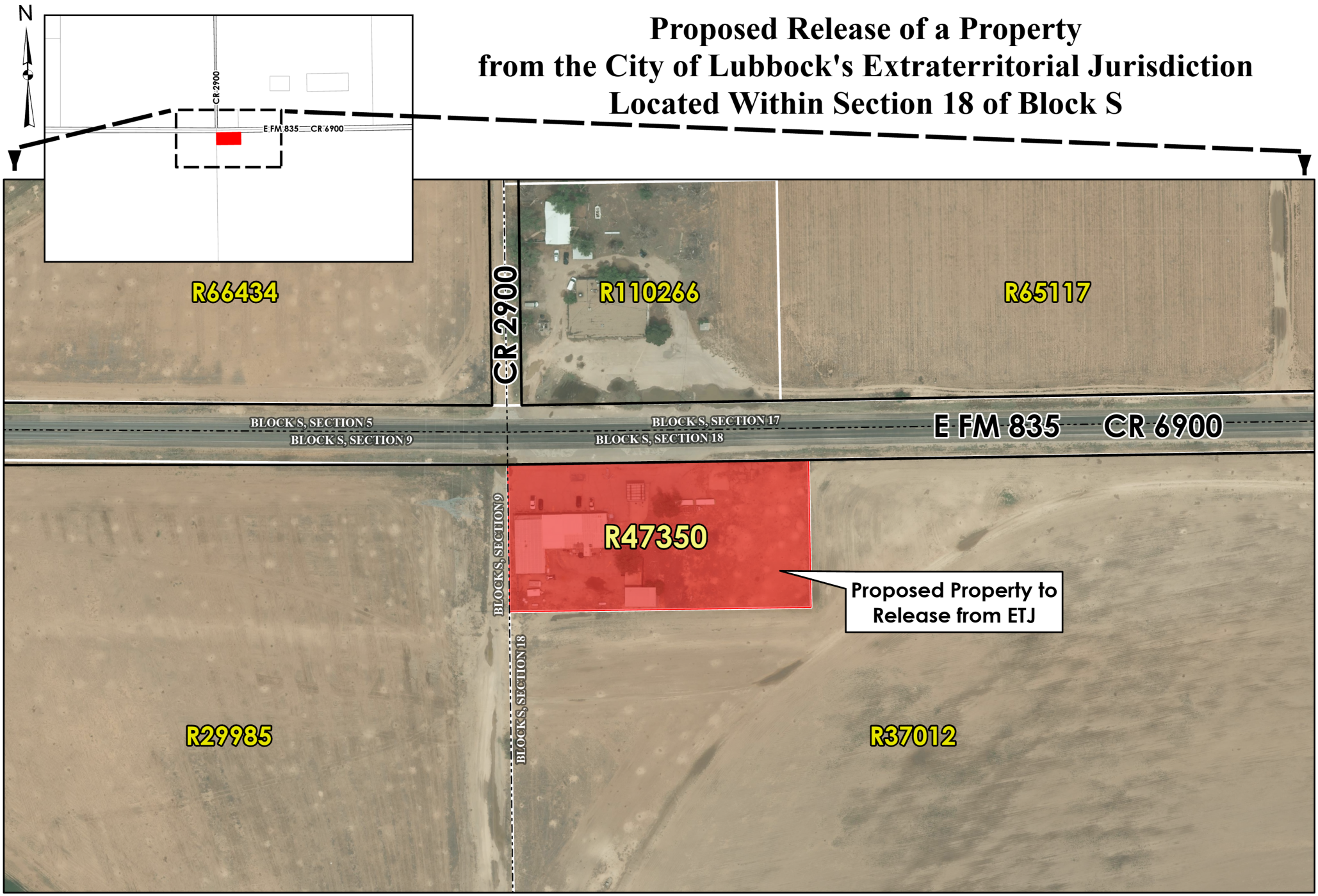
County of Lubbock

Notary Signature _____ [seal]

TALISHA M SIMMONS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/11/27
NOTARY ID 13192601-3

Search Here:
R47350
Show search results for R47...
R66434
R65117
TR A-1 OF SW/PT
R110266
370'
300'
TR 6
R47350
201.27'
408.7'
R29985
Parcel: R47350
View More Property Information
Click Here for GIS Shapefile Data
Property Information
Property ID: R47350
Legal Acreage: 2.00
GEO ID:
Legal Description: BLK S SEC 18 AB 499 TR 6 AC: 2 (LESS BLDG ONLY)
Property Location
Situs Number: 5710 E FM 835, LUBBOCK, TX 79403
Owner Information
Zoom to

Proposed Release of a Property from the City of Lubbock's Extraterritorial Jurisdiction Located Within Section 18 of Block S



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2023

AI# 12758
Regular City Council Meeting 6. 5.
08/27/2024:

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2024-O0107, abandoning and closing portions of an Underground Streetlight Cable Easement located in Lot 334, Lincoln 16 Addition, City of Lubbock, Lubbock County, Texas, south of Princeton Street and east of North Clinton Avenue.

Item Summary

On August 13, 2024, the City Council approved the first reading of the ordinance.

The City of Lubbock is in receipt of a request to abandon and close an Underground Streetlight Cable Easement located in Lot 334, Lincoln 16 Addition, south of Princeton Street.

The total area of the easement being closed is 189.45 square feet. The proponent desires to close the easement due to a change in the development of this property. The easement, which is not currently in use, is no longer needed. There is no charge to close an easement.

All City departments and franchise utility companies are in agreement with the closure.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Bailey Ratcliffe, P.E., Interim Division Director of Engineering/City Engineer

Attachments

Ordinance - Section 6, Block JS Lot 334
GIS Map - Section 6, Block JS Lot 334

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF AN UNDERGROUND STREET LIGHT CABLE EASEMENT LOCATED IN LOT 334, LINCOLN 16 ADDITION, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easements hereinafter described in the body of this Ordinance are no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use; NOW THEREFORE:

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

SECTION 1. THAT the easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for right-of-way purposes and for public use, such right-of-way being more particularly described in the attached Exhibits "A."

SECTION 2. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

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

SECTION 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2024.

Passed by the City Council on second reading this ____day of _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

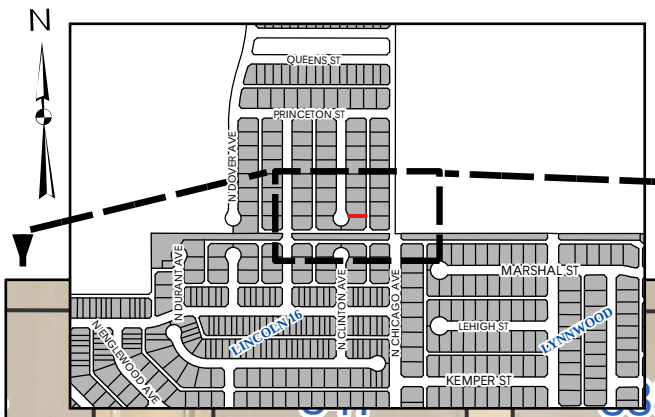
Michael Keenum, P.E., Division Director of Engineering/City Engineer

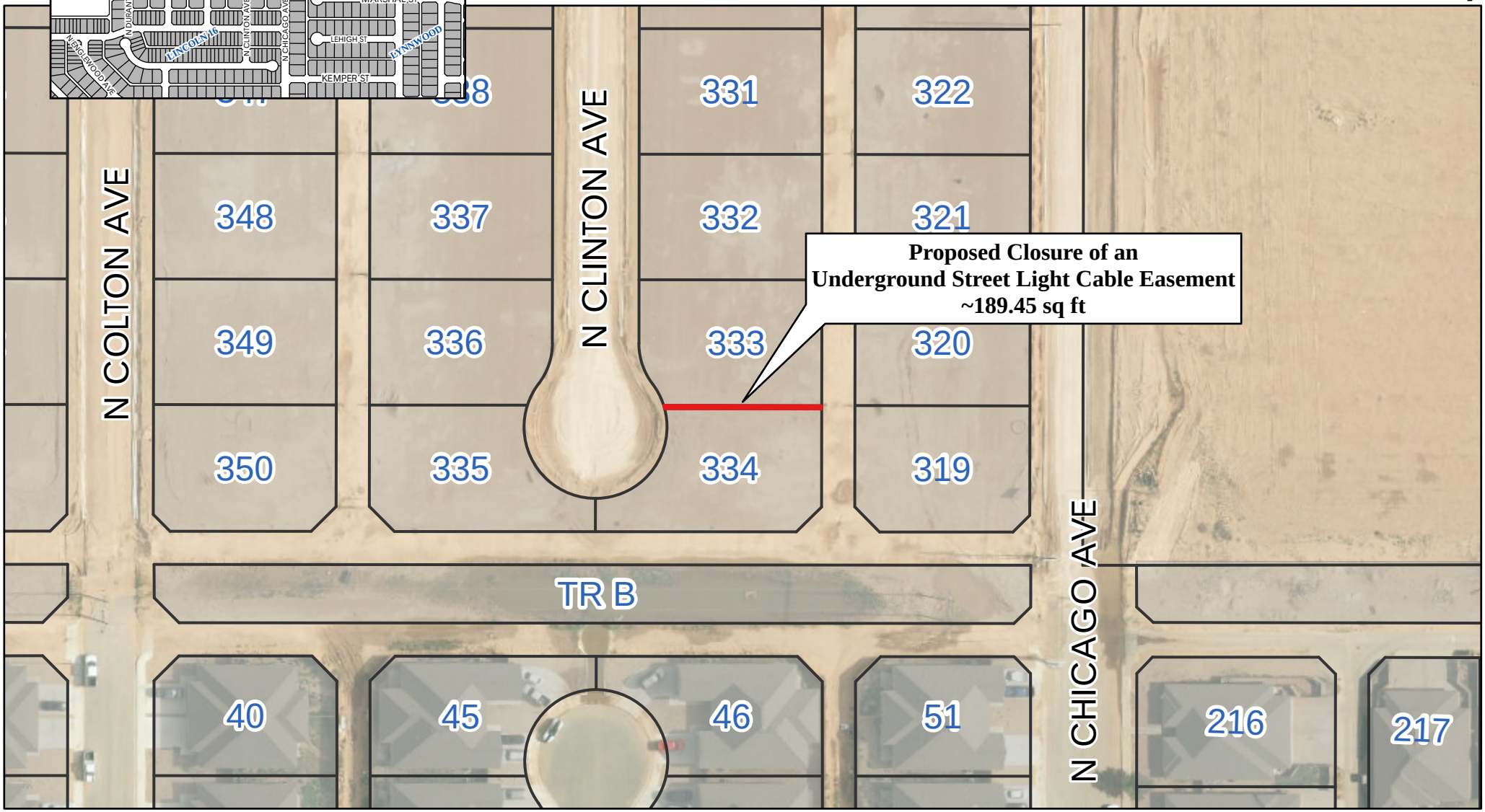
APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Ord. Right-of-way Closure Lot 334, Lincoln 16 Addition

Proposed Closure of an Underground Street Light Cable Easement Located within Section 6, Block JS





0 50 100 200 300 Feet

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City of Lubbock TEXAS

Digital Orthophotography - May 2023

AI# 12662
Regular City Council Meeting 6. 6.
08/27/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Water Line Easement Agreement, and related documents, by and between the City of Lubbock and the Veterans Land Board of the State of Texas.

Item Summary

The Veterans Land Board of the State of Texas is dedicating a water line easement. This water line easement is in support of the West Texas State Veterans Cemetery currently being developed on East 50th Street.

The proponents will dedicate a 11,603 square feet tract of land for the water line easement, subject to final approval by the City Council.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Bailey Ratcliffe, P.E., Interim Division Director of Engineering/City Engineer

Attachments

VLB - Resolution
VLB - Water Line Easement
VLB - GIS Map

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 Water Line Easement Agreement, by and between the City of Lubbock and the Veterans Land Board of the State of Texas, 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 _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bailey Ratcliffe

Bailey Ratcliffe, Interim ~~Division Director~~ of Engineering/City Engineer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

RES.Agreement- Water Line Easement Veterans Cemetary

Document Prepared By:
Gregg Snitker
Attorney at Law
Coastal & Public Lands
Office of the General Counsel
Texas General Land Office
1700 Congress Ave, Ste. 910
Austin, TX 78701
(512) 463-5315 (direct)
Gregg.Snitker@glo.texas.gov

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

WATER LINE EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT, the Veterans Land Board of the State of Texas ("**VLB**") following a unanimous resolution and acting by and through its undersigned representative, pursuant to Chapter 164 of the Texas Natural Resources Code herein called "**GRANTOR**", for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), to GRANTOR in hand paid by the CITY OF LUBBOCK, a Home Rule Municipal Corporation of Lubbock County, Texas, herein called "**GRANTEE**," the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further good and valuable consideration in benefits accruing and to accrue to the remainder of GRANTOR'S property, has by these presents GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE, its legal representatives, successors and assigns, for the use of the public as a perpetual water line easement, the nonexclusive free and uninterrupted use, liberty of passage in, on, over, upon, along, under and across all that property lying and being situated in the County of Lubbock, State of Texas, and being more particularly described in the attached Exhibit "A," (the "**Premises**") together with the nonexclusive rights of ingress, egress and regress at any and all times to accomplish the following purposes: allowing, but not limited to, constructing, reconstructing, repairing and perpetually maintaining a water line, which easement includes at all times and seasons the nonexclusive right of ingress, egress and

regress of motor vehicles and personnel engaged in such construction and repair. Except in the event of an emergency, in which case no notice is required by GRANTEE, GRANTEE shall give GRANTOR reasonable prior notice of its intention to accomplish a said purpose.

In order to assure the GRANTEE, its successors and assigns of continuing access and enjoyment of said easement, GRANTOR does hereby expressly agree not to erect, build or otherwise allow to be constructed any building or like permanent structure over the said property heretofore described, and should such building or structure be erected, it is understood that GRANTEE shall have the right to remove said building or structure from the Premises.

Grantor and its successors and assigns may use all or part of the Premises burdened by the perpetual easement granted herein as long as such use does not violate the terms hereof or interfere with the use and enjoyment of the easement by GRANTEE. Further, Grantor may convey the Premises burdened by the perpetual easement granted herein, as long as such conveyance is subject to this agreement.

GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD, AND GRANTEE TAKES SUBJECT TO ANY SUCH PRIOR GRANT AND/OR ENCUMBRANCE. GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS 78701-1495, AND ALL OTHER LAND TITLE RECORDS OF THE COUNTY OR COUNTIES IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

GRANTEE shall not assign the Premises or the rights granted herein, in whole or part, to any third party for any purpose without prior written consent of the GRANTOR, which consent may not be unreasonably withheld. For purposes of this Section, the phrase "third party" shall not include any subsidiary or affiliate in which GRANTEE owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest. GRANTEE may assign this Agreement without GRANTOR'S consent to (a) a parent entity, (b) any affiliate of GRANTEE controlled by the same parent entity, or (c) any subsidiary or affiliate in which GRANTEE owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest, provided that, in any of the foregoing events, (i) the resulting entity agrees in writing to assume and perform all of the

terms and conditions of this Agreement, and (ii) GRANTEE provides notice to GRANTOR of any such assignment within thirty (30) days of such assignment. In the event of such assignment, it is understood and agreed by both GRANTEE and GRANTOR that the original GRANTEE remains liable to GRANTOR under all terms and provisions of the Agreement. Any assignment which fails to comply with the foregoing provisions shall be void and of no effect. This provision and the prohibition against unauthorized assignments contained herein shall survive expiration or earlier termination of this Agreement. For purposes of this Agreement, an assignment is any transfer, including by operation of law, to another of all or part of the property, interest or rights herein granted

With regard to all activities authorized herein, GRANTEE shall use all reasonable best efforts to: (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and wildlife habitat. GRANTEE shall comply with all applicable rules and regulations of the governmental agencies responsible for the protection and preservation of public lands and waters, natural resources, and wildlife habitat. In the event of a pipeline incident that is reportable to the U.S. Department of Transportation, the Railroad Commission of Texas (or any other applicable regulatory agency) that may result in pollution of the Premises or adjacent property, GRANTEE shall notify the GRANTOR immediately upon discovery of such incident, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resource damages caused thereby.

GRANTEE IS HEREBY EXPRESSLY NOTIFIED OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STAT. 915, 16 U.S.C.A. SECTION 470, *ET SEQ.*) AND THE ANTIQUITIES CODE, [TITLE 9, CHAPTER 191, TEX. NAT. RES. CODE]. IN CONFORMANCE WITH THESE LAWS, IN THE EVENT THAT ANY SITE, FOUNDATION, BUILDING, STRUCTURE, LOCATION, OBJECT, ARTIFACT, ITEM OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS AGREEMENT, GRANTEE SHALL IMMEDIATELY CEASE ANY AND ALL ACTIVITIES, AND NOTIFY THE VLB AND THE TEXAS HISTORICAL COMMISSION, PO BOX 12276, AUSTIN, TEXAS 78711, SO THAT APPROPRIATE ACTION MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. IN THE EVENT THAT GRANTEE IS REQUIRED TO CEASE ACTIVITIES, THE GRANTOR SHALL NOT BE LIABLE FOR ANY COSTS OF GRANTEE, GRANTEE'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY INTERRUPTION OF GRANTEE'S ACTIVITIES OR INABILITY TO USE THE PREMISES AS HEREIN CONTEMPLATED.

Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the GRANTOR to:

Executive Secretary
Texas Veterans Land Board
Stephen F. Austin Building
1700 North Congress Ave., Suite 810
Austin, Texas 78701

With a copy to:

Office of General Counsel
Texas General Land Office
Stephen F. Austin Building
1700 North Congress Ave., Suite 910
Austin, Texas 78701

and if for GRANTEE, to:

City Engineer
City of Lubbock, Texas
PO Box 2000
1314 Avenue K
Lubbock, Texas 79401

Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by GRANTEE as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided. For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging perpetually unto the GRANTEE, its successors and assigns for so long as the public uses the same for the purposes herein granted.

WITNESS THE EXECUTION OF THIS INSTRUMENT this the _____ day of May, 2024.

THE VETERANS LAND BOARD OF THE STATE OF TEXAS

By: _____
Anthony W. Dale
Executive Secretary

Approved:

Contents: _____
Legal: _____
Deputy Director: _____
Dep. GC: _____
Assistant Executive Secretary_____
Gen. Counsel: _____
Executive Secretary: _____

NOTE TO COUNTY CLERK: PROPERTY CODE § 12.006, COMBINED WITH GOVERNMENT CODE § 2051.001, AUTHORIZES THE RECORDATION OF THIS INSTRUMENT WITHOUT ACKNOWLEDGMENT OR FURTHER PROOF OF THE SIGNATURE OF THE EXECUTIVESECRETARY OF THE TEXAS VETERANS LAND BOARD.

CITY OF LUBBOCK

By: Michael O'Neil
Name: Michael O'Neil
Title: Real Estate

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

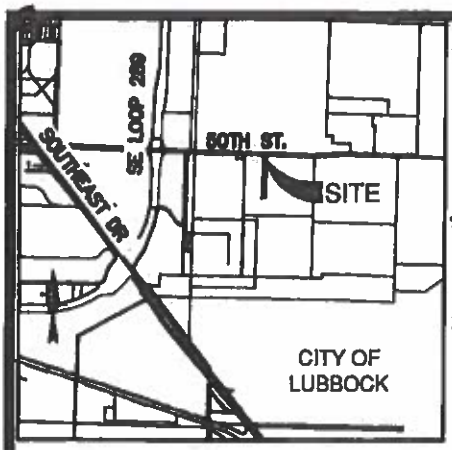
BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Michael O'Neil known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration herein expressed and in the capacity herein stated as the act and deed of said Water Line easement.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of August, 2024.

Notary Public in and for the State of Texas
My Commission Expires: 4-14-27

KENNETH W JERNBERG
Notary Public, State of Texas
Comm. Expires 04-14-2027
Notary ID 13430830-0

Exhibit A



LOCATION MAP

NOT-TO-SCALE

LEGEND:

DR DEED RECORDS OF LUBBOCK COUNTY, TEXAS
OPR OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS
CCFN COUNTY CLERK FILE NUMBER
P.O.C. POINT OF COMMENCING
P.O.B. POINT OF BEGINNING

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 12956-01 BY PAPE-DAWSON ENGINEERS.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

100' 0' 50' 100'

SCALE: 1"= 100'

P.O.C.
FD. I.R.
(HUGOREED)

THE NORTHWEST CORNER OF SECTION 10, BLOCK S, G.C. & S.F. RAILROAD CO. SURVEY, BEARS N01°12'51"E, 19.60' AND N88°11'39"W, 1118.20'

EAST 50TH STREET (F.M. 835)
(VOL. 384, PG. 48 DR)
(VOL. 377, PG. 593 DR)

S88°07'40"E 472.42'

S88°07'40"E 1901.01'

FD. I.R.
(HUGOREED)

40' WATERLINE EASEMENT
(DOC. 2023026226 OPR)

S03°20'55"W 40.01'

10' OVERHEAD POWERLINE EASEMENT
(DOC. 2023026226 OPR)

LUBBOCK RIVERWALK, LLC.
(CCFN: 2021061620)

P.O.B.

S88°07'40"E 15.00'

80' RIGHT-OF-WAY EASEMENT
PIONEER NATURAL GAS CO.
(VOL. 1154, PG. 577, DR)

N03°20'55"E 588.99'

S03°20'55"W 582.94'

VARIABLE WIDTH WATERLINE EASEMENT

0.266 OF AN ACRE

(11,603 SQUARE FEET MORE OR LESS)

TRACT 'A'
VETERAN'S MEMORIAL CEMETERY ADDITION
(DOC. 2023026226 OPR)

S72°05'41"E 198.63'

N72°05'41"W 201.53'

S17°54'19"W 52.85'

N17°54'19"E 52.85'

S72°05'41"E 23.43'

N72°05'41"W 33.43'

S17°54'19"W 10.00'

STATE OF TEXAS
REGISTERED
JON W. COOPER
6716
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
VARIABLE WIDTH WATERLINE EASEMENT

PAPE-DAWSON ENGINEERS

2000 NW LOOP 410 I SAN ANTONIO, TX 78213 I 210.375.9000
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

JULY 19, 2024

SHEET 1 OF 1
JOB No.:12956-01

REFERENCE

Date: Jul 19, 2024, 2:20pm User ID: mholmes
File: N:\Civil\12956-01\12956-01 ESMT-0.266 AC.dwg

METES AND BOUNDS DESCRIPTION
FOR
VARIABLE WIDTH WATERLINE EASEMENT

A 0.266 of an acre, or 11,603 square feet more or less, easement located on Tract "A", Veteran's Memorial Cemetery Addition recorded in Document 2023026226 of the Official Public records of Lubbock County, Texas, in the City of Lubbock, Lubbock County, Texas. Said 0.266 of an acre easement being more fully described as follows, with bearings based on the Texas Coordinate System established for the North Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found ½" iron rod with cap stamped "HUGOREED" on the south right-of-way line of East 50th Street, also known as F.M. 835, a variable width public right-of-way, dedicated in Volume 377, Page 593 and Volume 384, Page 48 of the Deed Records of Lubbock County, Texas, for the northwest corner of said Tract "A", from which the northwest corner of Section 10, Block 'S', G.C. & S.F. Railroad Co. Survey bears N 01°12'51" E, 19.60 feet and N 88°11'39" W, 1118.20 feet;

THENCE: S 88°07'40" E, along and with the south right-of-way line of said East 50th Street, the north line of said Tract "A", a distance of 472.42 feet to a point, from which a found ½" iron rod with cap stamped "HUGOREED" for the northeast corner of said Tract "A" bears S 88°07'40" E, a distance of 1901.01 feet;

THENCE: S 03°20'55" W, departing the south right-of-way line of said East 50th Street, over and across said Tract "A" and a 40-foot waterline easement recorded in said Veteran's Memorial Cemetery Addition, a distance of 40.01 feet to a point on the south line of said 40-foot waterline easement and being to the POINT OF BEGINNING of the herein described easement;

THENCE: S 88°07'40" E, continuing over and across said Tract "A", with the south line of said 40-foot waterline easement, a distance of 15.00 feet to a point;

THENCE: Departing the south line of said 40-foot waterline easement, continuing over and across said Tract "A" the following bearings and distances:

telephone: 210-375-9000 address: 2000 NW LOOP 410 SAN ANTONIO, TX 78213 website: PAPE-DAWSON.COM

S 03°20'55" W, a distance of 582.94 feet to a point;

S 72°05'41" E, a distance of 198.63 feet to a point;

S 17°54'19" W, a distance of 52.85 feet to a point;

S 72°05'41" E, a distance of 23.43 feet to a point;

S 17°54'19" W, a distance of 10.00 feet to a point;

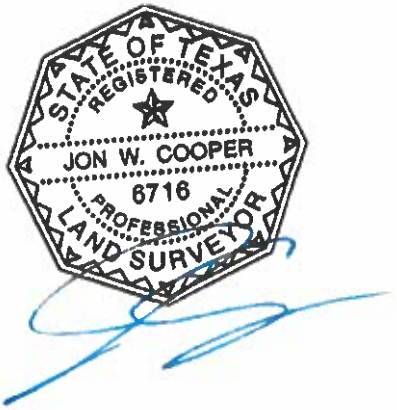
N 72°05'41" W, a distance of 33.43 feet to a point;

N 17°54'19" E, a distance of 52.85 feet to a point;

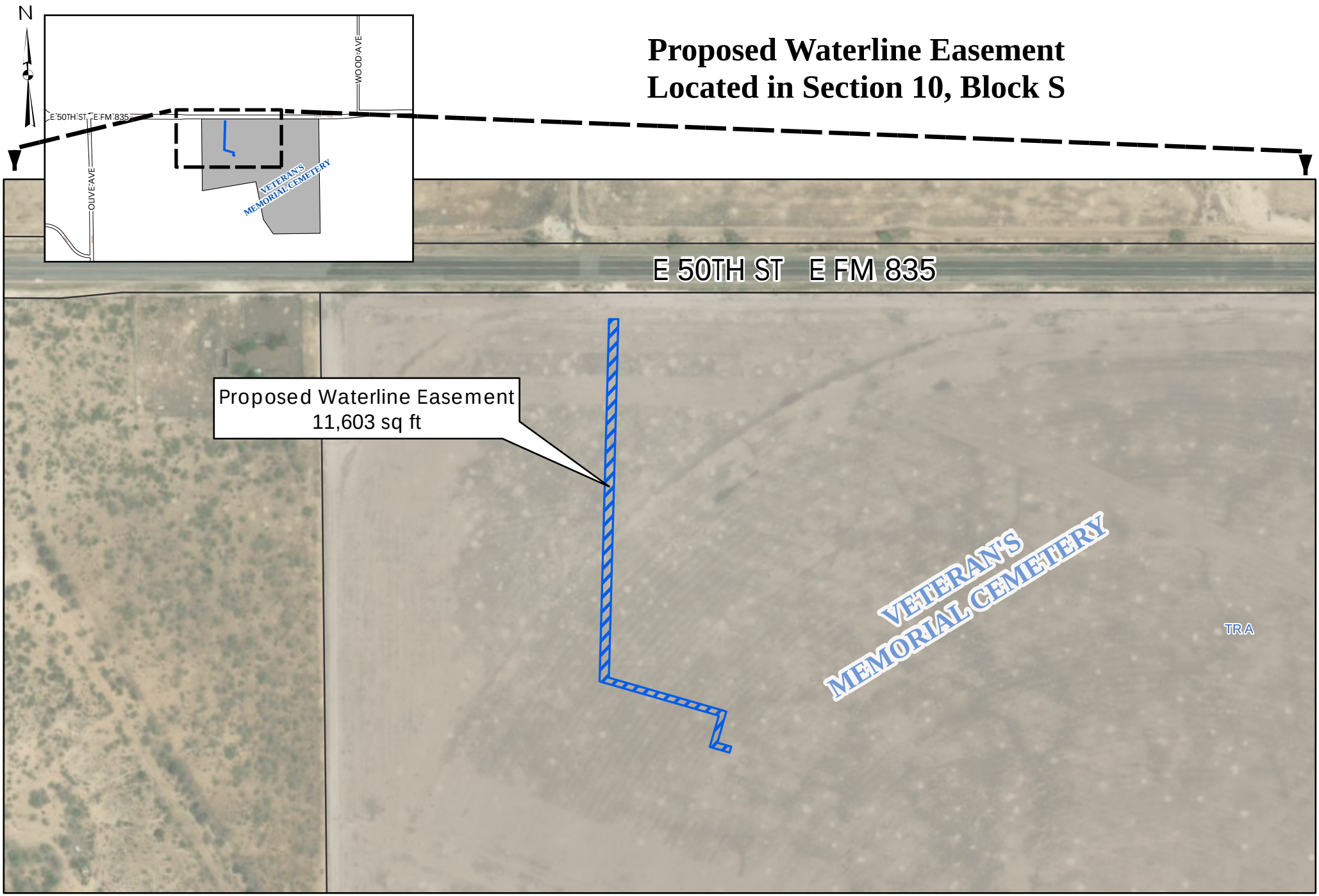
N 72°05'41" W, a distance of 201.53 feet to a point;

N 03°20'55" E, a distance of 588.99 feet to the POINT OF BEGINNING and containing 0.266 of an acre in the City of Lubbock, Lubbock County, Texas. Said easement being described in conjunction with an exhibit prepared under job number 12956-01 by Pape-Dawson Engineers.

PREPARED BY:	Pape-Dawson Engineers Texas Registered Survey Firm # 10028800
DATE:	July 19, 2024
JOB NO.	12956-01
DOC. ID.	N:\CIVIL\12956-01\Word\12956-01 FNWT-0.266 AC.docx



Proposed Waterline Easement
Located in Section 10, Block S



0 250 500 1,000 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2023

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 12), to be utilized for the Upland Avenue: 4th Street to 19th Street 2022 Road Bond Project.

Item Summary

Caprock Creek Investment I LLC is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 4th Street to 19th Street Capital Improvements Bond Project on the west side of Upland Avenue, south of 4th Street, north of 8th Street.

The proponents will dedicate a 5,642 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is $32,422 plus closing costs. This acquisition is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Bailey Ratcliffe, P.E., Interim Division Director of Engineering/City Engineer

Attachments

Parcel 12 - Resolution
Parcel 12 - Dedication Deed
Parcel 12 - GIS Map
CIP 92812 - Cost Detail
CIP 92812 - 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 accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 12), to be utilized for the North Upland Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

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

North Upland Avenue (4th to 19th) Project
Parcel No. 12
Abbreviated Property Description: A 0.1295-acre (5,642 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D-6, Lubbock County, Texas, being a portion of that called 2.85-acre tract as described in County Clerk File Number 2023003072 (CCFN), Official Public Records of Lubbock County, Texas (OPRLCT)

CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

THAT **CAPROCK CREEK INVESTMENT I, LLC,** a Texas Limited Liability Company, herein called "GRANTOR," for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to **GRANTOR** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public street purposes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 24 day of JULY, 2024

GRANTOR:

CAPROCK CREEK INVESTMENT I, LLC, a Texas Limited Liability Company

By and through its Managing Member, Roaring Fork Investments, LLC, a Texas Limited Liability Company

By: _____

Printed Name: TURNER BLAKE ARMSTRONG

Title: MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Tarrant

This instrument was acknowledged before me on the 24th day of July, 2024 by Turner Armstrong [printed name] as managing member [title] of **ROARING FORK INVESTMENTS, LLC,** a Texas Limited Liability Company, Managing Member of **CAPROCK CREEK INVESTMENT I, LLC**, a Texas Limited Liability Company. The acknowledging person personally appeared by:

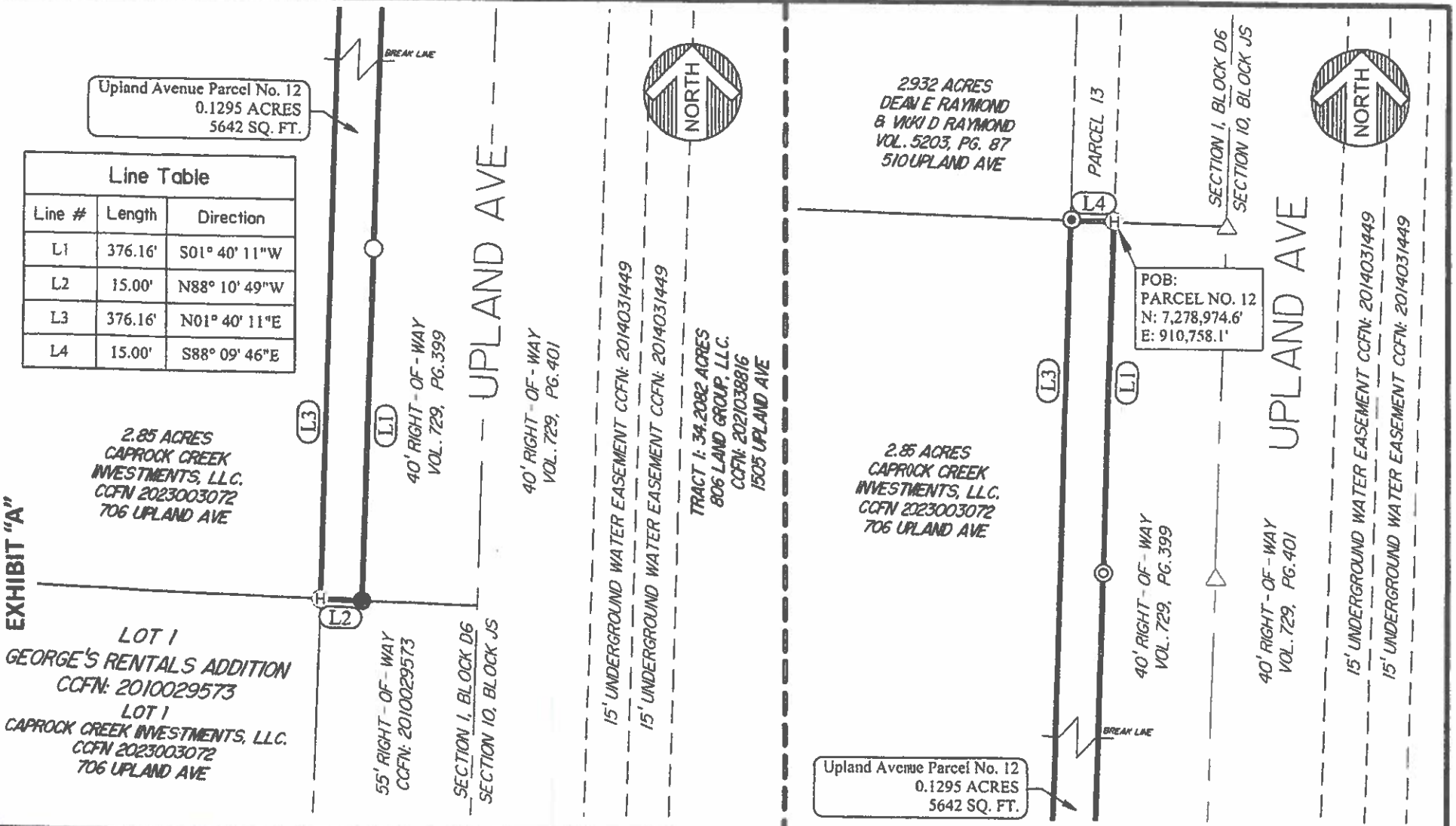
☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

TAYLOR HAYS
My Notary ID # 134612301
Expires October 20, 2027

_____
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 10/20/2027

Grantee's Address:
City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401



UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 12
PERIMETER SURVEY OF A
0.1295 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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

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

2/28/24

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011).
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- FOUND RAILROAD SPIKE
- FOUND 1/2" IRON ROD/CAP (HRA)
- SET 1/2" IRON ROD/CAP (HRA)
- FOUND 1/2" IRON ROD/CAP (DELTA)
- FOUND 1/2" IRON ROD/CAP (YELLOW)
- FOUND 1/2" IRON ROD

POB- POINT OF BEGINNING
NTS- NOT TO SCALE
CCFN- COUNTY CLERK FILE NUMBER

DESCRIPTION FOR PARCEL 12

METES AND BOUNDS DESCRIPTION of a 0.1295-acre (5,642 sq. ft.) parcel located in the Northeast Quarter (NE/4) of Section 1, Block D-6, Lubbock County, Texas, being a portion of that called 2.85-acre tract as described in County Clerk File Number (CCFN) 2023003072, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.1295-acre parcel being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." (N=7,278,974.6', E=910,758.1') found in the West line of that 40' Right-of-Way easement described in Volume 729, Page 399, Deed Records of Lubbock County, Texas (DRLCT), and the South line of that 2.932-acre tract described in Volume 5203, Page 87, Real Property Records of Lubbock County, Texas (RPRLCT), at the Northeast corner of this parcel, which bears S. 01°40'11" W., a distance of 762.09 feet and N. 88°09'46" W., a distance of 40.00 feet from the Northeast corner of said Section 1, Block D-6, Lubbock County, Texas;

THENCE S. 01°40'11" W., along the West line of said 40' Right-of-Way Easement, at 125.24 feet pass a 1/2" iron rod with yellow cap found in reference, at 250.66 feet pass a 1/2" iron rod found in reference, continuing for a total distance of 376.15 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the North line of Lot 1, George's Rentals Addition to the City of Lubbock according to the instrument filed in CCFN 2010029573, OPRLCT, for the Southeast corner of this parcel;

THENCE N. 88°10'49" W., along the North line of said Lot 1 a distance of 15.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the Southwest corner of this parcel;

THENCE N. 01°40'11" E., 55.00 feet West of and parallel with the East line of said Section 1 a distance of 376.16 feet to a point in the South line of said 2.932-acre tract for the Northwest corner of this parcel from which a 1/2" iron rod with cap marked "DELTA" found in reference bears N. 73° E. a distance of 0.4 feet;

THENCE S. 88°09'46" E., along the South line of said 2.932-acre tract, a distance of 15.00 feet to the POINT OF BEGINNING, having an area of 0.1295 Acres (5,642 Square Feet), more or less.

UPLAND AVENUE
19TH STREET TO 4TH STREET

Parcel 12
PERIMETER SURVEY OF A
0.1295 ACRE PARCEL LOCATED IN
SECTION 1, BLOCK D6
LUBBOCK COUNTY, TEXAS

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

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

2/28/24

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 1.00023

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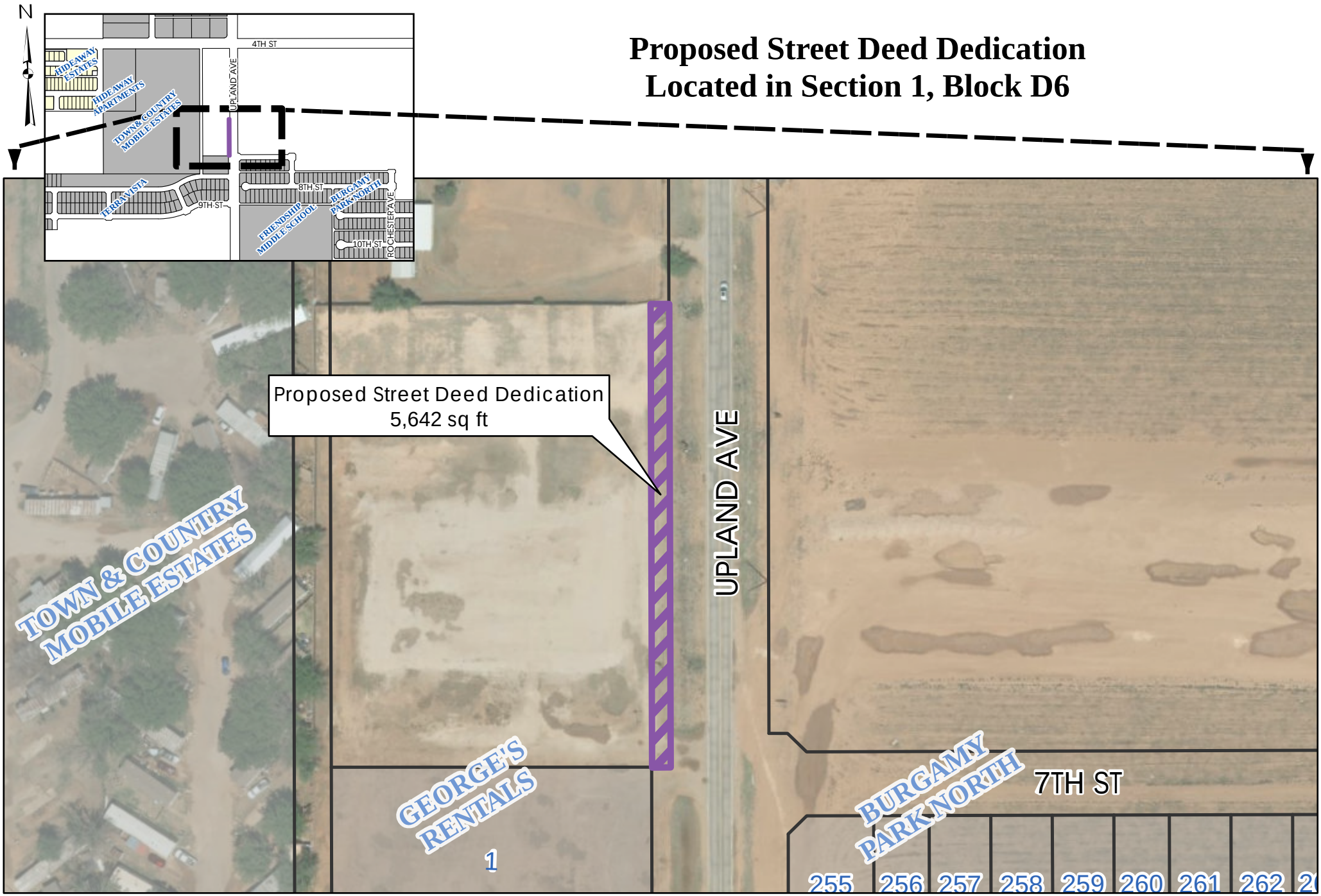
Proposed Street Deed Dedication
Located in Section 1, Block D6



0 125 250 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2023

City of Lubbock
Capital Project
Project Cost Detail
August 27, 2024

Capital Project Number:	92821
Capital Project Name:	Upland Avenue: 4th St to 19th St - 22B

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	12,163
Contract 17113 with Half Associates, Inc. for Design Services	949,700
Parcel 6 - Land Acquisition	24,740
Parcel 7 - Land Acquisition	13,633
Parcel 8 - Land Acquisition	54,487
Parcel 13 - Land Acquisition	51,018
Parcel 16 - Land Acquisition	63,785
Parcel 21 - Land Acquisition	36,621
Parcel 20 - Land Acquisition	28,350
Agenda Item August 27, 2024	
Parcel 12 - Land Acquisition	32,422
Encumbered/Expended To Date	1,266,919
Estimated Cost for Remaining Appropriation	
Upland Avenue: 4th St to 19th St - 22B Construction	1,933,081
Remaining Appropriation	-
Total Appropriation	$ 3,200,000

CIP 92812 Upland Avenue from 4th Street to 19th Street - 22B

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

Upland Avenue from 4th Street to 19th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. Continued growth in northwest Lubbock has increased traffic demands along the north Upland Avenue street corridor from 4th Street to 19th Street. The roadway contract will design and build three-lanes at the ultimate configuration of the fully designed five lane thoroughfare.

Project Justification

On November 8, 2022, Lubbock voters approved issuance of a $200 million street improvements bond package for the purpose of providing permanent public improvements. The funding will acquire, construct and reconstruct street improvements, including but not limited to sidewalks, utility line relocations and traffic signalization, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way for the full width dedication.

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project Dates

Design Start Date: 02/2023
Design Completion: 08/2025
Bid for Constuction:10/2025
Award Construction: 12/2025
Project Completion: 06/2027

Project History

Project Location

Upland Ave - 4th Street to 19th Street

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$3,200,000	$0	$9,500,000	$0	$0	$0	$0
TOTAL	**$3,200,000**	**$0**	**$9,500,000**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Obligation Bonds	$3,200,000	$0	$9,500,000	$0	$0	$0	$0
TOTAL	**$3,200,000**	**$0**	**$9,500,000**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 12789
Regular City Council Meeting 6. 8.
08/27/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution 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 2, Block JS, Lubbock County, Texas, (Parcel 3) to be utilized for the Milwaukee Avenue: 4th Street to North City Limits 2022 Road Bond Project.

Item Summary

With the widening of Milwaukee Avenue from 4th Street to the North City Limits, the following street dedication and drainage easement will allow for the construction of the arterial.

Betenbough Companies, PBC, a Texas Public Benefits Corporation, is dedicating right-of-way and drainage easement to the City of Lubbock. The proponents will dedicate 5,299 square feet of land for street right-of-way purposes at no cost to the City of Lubbock, and will dedicate 88,224 square feet of land for a drainage easement for $176,448 plus closing costs.

Fiscal Impact

The cost of the land acquisition is $176,448 plus closing costs and is funded in Capital Improvements Project 92819, Milwaukee Avenue from 4th Street to the North City Limits.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Bailey Ratcliffe, P.E., Interim Division Director of Engineering/City Engineer

Attachments

Resolution Milwaukee Ave Parcel 3
COL - Betenbough Street Use
COL - Betenbough Drainage Easement
GIS Map Parcel 3 Street Dedication Deed
GIS Map Parcel 3 Drainange Easement
CIP 92819 - Cost Detail
CIP92819 - 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 accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 2, Block JS, Lubbock County, Texas (Parcel 3), to be utilized for the Milwaukee Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bailey Ratcliffe, Interim ~~Division Director~~ of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

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

Milwaukee Avenue (4th to N. City Limits) Bond Project
Parcel No. 3
Lubbock, TX 79416
Section 2, Block JS, Lubbock County, Texas

CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

THAT **BETENBOUGH COMPANIES, PBC, A TEXAS PUBLIC BENEFIT CORPORATION**, herein called "GRANTOR", for and in consideration of the sum of Ten Dollars and No/100 ($10.00) and other good and valuable consideration, to him/her in hand paid by the **CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation,** Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public street purposes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 18 day of July 2024.

GRANTOR:
Betenbough Companies, PBC, a Texas public benefit corporation

By: _____
Calvin Zant, President/Board Director

ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the_____ day of _____ 2024 by Calvin Zant, President/Board Director of Betenbough Companies, PBC, a Texas public benefit corporation, on behalf of said entity.

The acknowledging person personally appeared by:

☑ physically appearing before me.

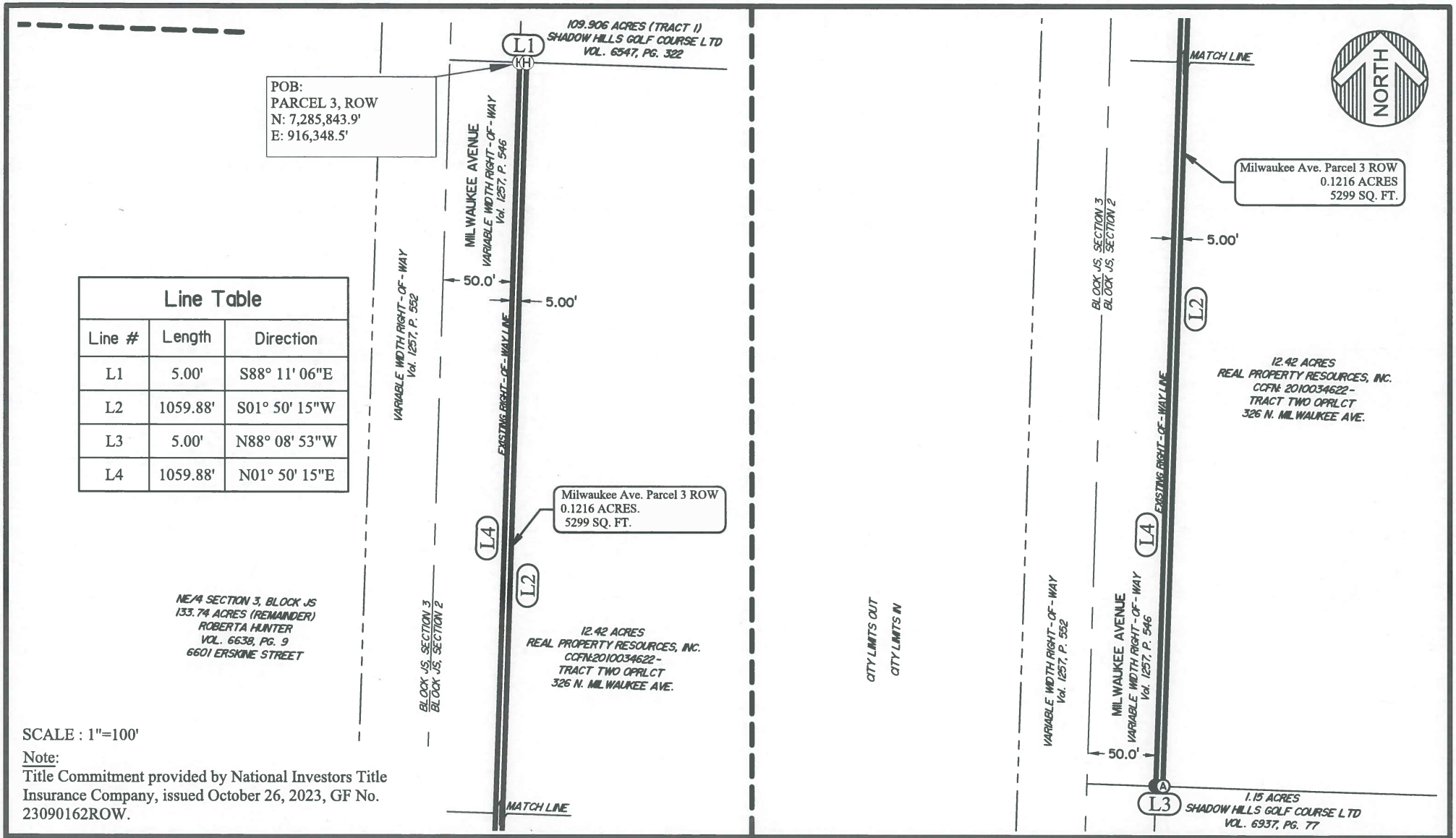
☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

ARIANNA LISA RICHETTI
Notary Public, State of Texas
Notary ID# 13477197
My Commission Expires 02-20-2028

Arianna Lisa Richetti
NOTARY PUBLIC, STATE OF Texas

My Commission Expires: 2-20-28

Grantee's Address:
City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, TX 79401



Line Table		
Line #	Length	Direction
L1	5.00'	S88° 11' 06"E
L2	1059.88'	S01° 50' 15"W
L3	5.00'	N88° 08' 53"W
L4	1059.88'	N01° 50' 15"E

SCALE : 1"=100'

Note:
Title Commitment provided by National Investors Title Insurance Company, issued October 26, 2023, GF No. 23090162ROW.

MILWAUKEE AVE.
4th STREET TO MARSHALL STREET

PARCEL 3, ROW
PERIMETER SURVEY OF A
0.1216 ACRE PARCEL LOCATED IN
SECTION 2, BLOCK JS
LUBBOCK COUNTY, TEXAS

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

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

11/16/23

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011)
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

Copyright 2023, Hugo Reed and Associates, Inc.

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- (A) - FOUND 1/2" IRON ROD/CAP (AMD)
- ● - SET 1/2" IRON ROD/CAP (HRA)
- (H) - FOUND 1/2" IRON ROD w/CAP (HRA)

POB - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER
OPRLCT - OFFICIAL PUBLIC RECORDS OF LUBBOCK - COUNTY, TEXAS
ORPRLCT - OFFICIAL REAL PROPERTY RECORDS OF - LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL 3, ROW

METES AND BOUNDS DESCRIPTION of a 0.1216-acre (5299 sq. ft.) parcel located in Section 2, Block JS, Lubbock County, Texas, being a portion of that certain 12.42-acre tract referred to as Tract Two, conveyed to Real Property Resources, Inc. in County Clerk File Number (CCFN) 2010034622, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.1216-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." (N=7,285,843.9', E=916,348.5') found in the North line of said 12.42-acre tract and in the East right-of-way line of Milwaukee Avenue as granted in Volume 1257, Page 546, Deed Records of Lubbock County, Texas, in a South line of that 109.906-acre tract described as Tract 1 conveyed to Shadow Hills Golf Course, Ltd., as recorded in Volume 6547, Page 322, Official Real Property Records of Lubbock County, Texas, at the Northwest corner of this parcel which bears S. 01°50'15" W. a distance of 683.58 feet and S. 88°11'06" E. a distance of 50.00 feet from a "MAG" nail with shiner marked "HUGO REED & ASSOC" found at the Northwest corner of said Section 2, Block JS;

THENCE S. 88°11'06" E., along the North line of said 12.42-acre tract, a distance of 5.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the Northeast corner of this parcel;

THENCE S. 01°50'15" W., crossing said 12.42-acre tract, a distance of 1059.88 feet to a 1/2" iron rod with cap marked "AMD" found in the South line of said 12.42-acre tract, same being the North line of that 1.15-acre tract conveyed to Shadow Hills Golf Course, Ltd. as recorded in Volume 6937, Page 77, Official Real Property Records of Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88°08'53" W., along the South line of said 12.42-acre tract and the North line of said 1.15-acre tract, a distance of 5.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the East right-of-way line of said Milwaukee Avenue as granted in Volume 1257, Page 546, for the Southwest corner of this parcel;

THENCE N. 01°50'15" E., along said East right-of-way line a distance of 1059.88 feet to the Point of Beginning.

MILWAUKEE AVE.
4th STREET TO MARSHALL STREET

Parcel 3, ROW
PERIMETER SURVEY OF A
0.1216 ACRE PARCEL LOCATED IN
SECTION 2, BLOCK JS
LUBBOCK COUNTY, TEXAS

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

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

11/16/23

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

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Combined Scale Factor: 1.00023

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

Milwaukee Avenue (4th to N. City Limits) Bond Project
Parcel No. 3
Lubbock, TX 79416

CITY OF LUBBOCK
DRAINAGE EASEMENT

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

THAT **BETENBOUGH COMPANIES, PBC, A TEXAS PUBLIC BENEFIT CORPORATION** herein called "GRANTOR", for and in consideration of the sum of One Hundred Seventy Six Thousand Four Hundred Fourty-Eight Dollars and No/100 ($176,448.00) to GRANTOR in hand paid by the **CITY OF LUBBOCK, a Home Rule Municipal Corporation** of Lubbock County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further good and valuable consideration in benefits accruing and to accrue to the remainder of GRANTOR'S property, has by these presents GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF LUBBOCK, its legal representatives, successors and assigns, for the use of the public as a perpetual and permanent drainage easement, the free and uninterrrupted use, liberty of passage in, on, along, over, upon, under, and across all that property lying and being situated in Lubbock County, Texas, and being more particularly described in the attached Exhibit "A."

SO LONG AS the public continues to use said property for the purposes herein stated, said easement includes, but is not limited to, the free and uninterruped use, liberty and privilege of passage in, along, over, across, under, upon and against the hereinafter described land for the purpose of constructing, reconstructing, maintaining, repairing, cleaning and clearing said premises for the free and unobstructed drainage of surface waters as well as for the placement, construction, repair, maintenance, and replacement of improvements related thereto; together with the right of ingress, egress and regress for such purposes in, on, along, through and across all the property above described.

It is hereby covenanted and agreed that the CITY OF LUBBOCK retains and reserves the right to set and determine the drainage grade and direction of flow of surface waters on the real estate above described and buildings or like permanent structures shall not be erected, built, constructed or allowed to be erected, built or constructed in, upon, over, along or across the real estate above described, and if such erection, building or construction does occur in violation of this prohibition, the CITY OF LUBBOCK shall have the right to remove said building or structure from the aforesaid real estate.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging perpetually unto the CITY OF LUBBOCK, its successors and assigns, for so long as the CITY OF LUBBOCK uses the same for the purposes herein granted.

WITNESS MY HAND this 18 day of July, 2024.

GRANTOR:
Betenbough Companies, PBC, a Texas public benefit corporation

By: _____
Calvin Zant, President/Board Director

ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 18th day of July, 2024 by Calvin Zant, President /Board Director of Betenbough Companies, PBC, a Texas public benefit corporation, on behalf of said entity.

The acknowledging person personally appeared by:

☑ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

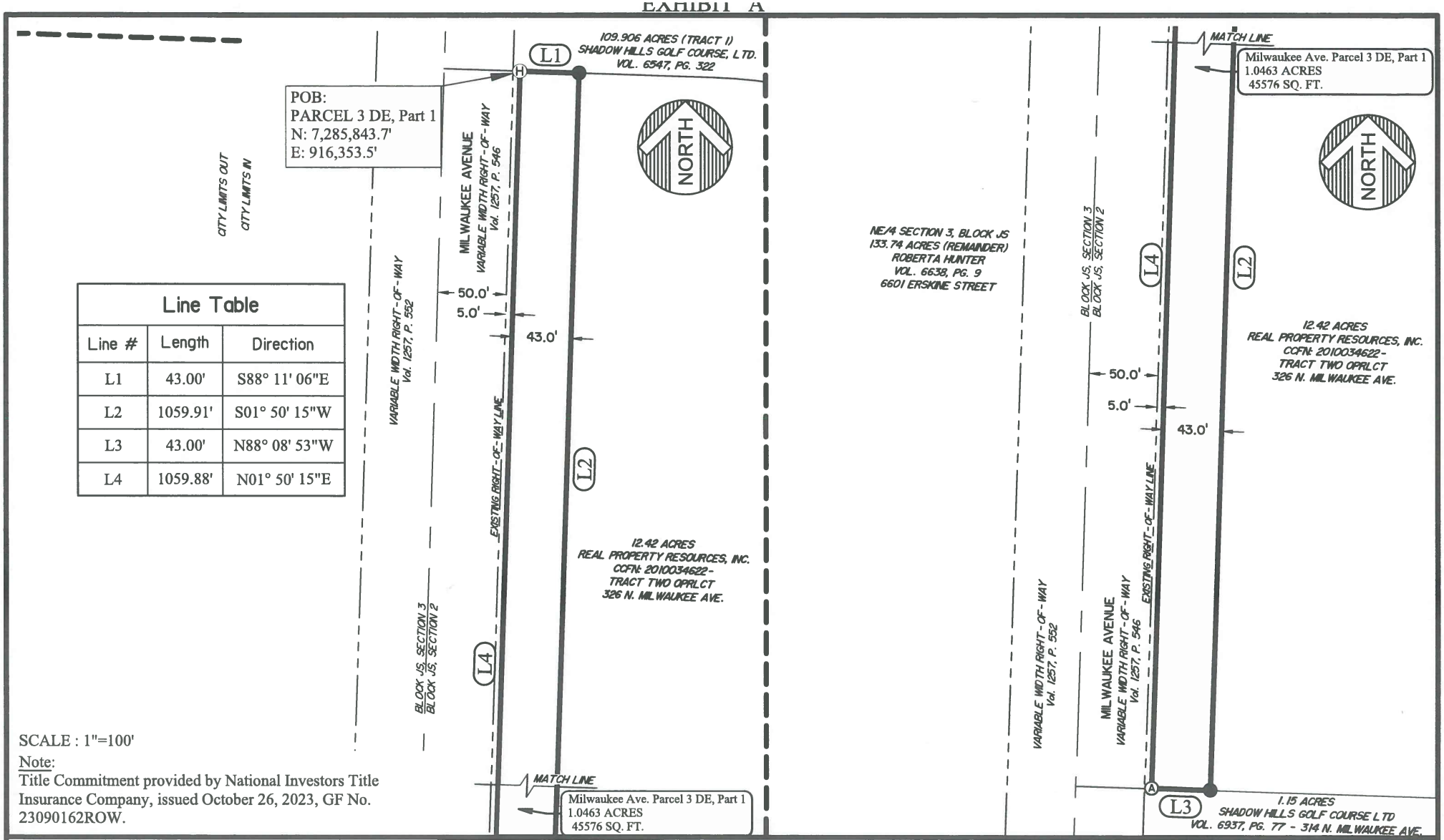
ARIANNA LISA RICHETTI
Notary Public, State of Texas
Notary ID# 134771978
My Commission Expires 02-20-2028

Arianna Lisa Richetti
NOTARY PUBLIC, STATE OF Texas

My Commission Expires: 2-20-28

Grantee's Address:
City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, TX 79401

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	43.00'	S88° 11' 06"E
L2	1059.91'	S01° 50' 15"W
L3	43.00'	N88° 08' 53"W
L4	1059.88'	N01° 50' 15"E

SCALE : 1"=100'

Note:
Title Commitment provided by National Investors Title Insurance Company, issued October 26, 2023, GF No. 23090162ROW.

MILWAUKEE AVE.
4th STREET TO MARSHALL STREET

Parcel 3 DE, Part 1
PERIMETER SURVEY OF A
1.0463 ACRE PARCEL LOCATED IN
SECTION 2, BLOCK JS
LUBBOCK COUNTY, TEXAS

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

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

11/16/23

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011)
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Combined Scale Factor: 1.00023

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- Ⓐ - FOUND 1/2" IRON ROD w/CAP (AMD)
- Ⓗ - FOUND 1/2" IRON ROD w/CAP (HRA)
- ● - SET 1/2" IRON ROD/CAP (HRA)

POB - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER
OPRLCT - OFFICIAL PUBLIC RECORDS OF LUBBOCK - COUNTY, TEXAS
ORPRLCT - OFFICIAL REAL PROPERTY RECORDS OF - LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL 3 DE, Part 1

METES AND BOUNDS DESCRIPTION of a 1.0463-acre (45576 sq. ft.) parcel located in Section 2, Block JS, Lubbock County, Texas, being a portion of that certain 12.42-acre tract referred to as Tract Two, conveyed to Real Property Resources, Inc. in County Clerk File Number (CCFN) 2010034622, Official Public Records of Lubbock County, Texas (OPRLCT), said 1.0463-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" (N= 7,285,843.7', E= 916,353.5') found in the North line of said 12.42-acre tract and in the South line of that 109.906-acre tract described as Tract 1, conveyed to Shadow Hills Golf Course, Ltd. as recorded in Volume 6547, Page 322, Official Real Property Records of Lubbock County, Texas, at the Northwest corner of this parcel which bears S. 01°50'15" W., a distance of 683.58 feet and S. 88°11'06" E. a distance of 55.00 feet from a "MAG" nail with shiner marked "HUGO REED & ASSOC" found at the Northwest corner of said Section 2, Block JS;

THENCE S. 88°11'06" E., along the North line of said 12.42-acre tract and said South line of said 109.906-acre tract a distance of 43.00 feet to a 1/2" iron rod with cap marked " HUGO REED & ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°50'15" W., crossing said 12.42-acre tract, a distance of 1059.91 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the South line of said 12.42-acre tract, same being the North line of that 1.15-acre tract conveyed to Shadow Hills Golf Course, Ltd. as recorded in Volume 6937, Page 77, Official Real Property Records of Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88°08'53" W., along the South line of said 12.42-acre tract and the North line of said 1.15-acre tract, a distance of 43.00 feet to a 1/2" iron rod with cap marked "AMD" found as the Southwest corner of this parcel;

THENCE N. 01°50'15" E., crossing said 12.42-acre tract, 55.00 feet Easterly from and parallel with the West line of said 12.42-acre tract a distance of 1059.88 feet to the Point of Beginning.

MILWAUKEE AVE.
4th STREET TO MARSHALL STREET

Parcel 3 DE, Part 1
PERIMETER SURVEY OF A
1.0463 ACRE PARCEL LOCATED IN
SECTION 2, BLOCK JS
LUBBOCK COUNTY, TEXAS

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

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

11/16/23

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

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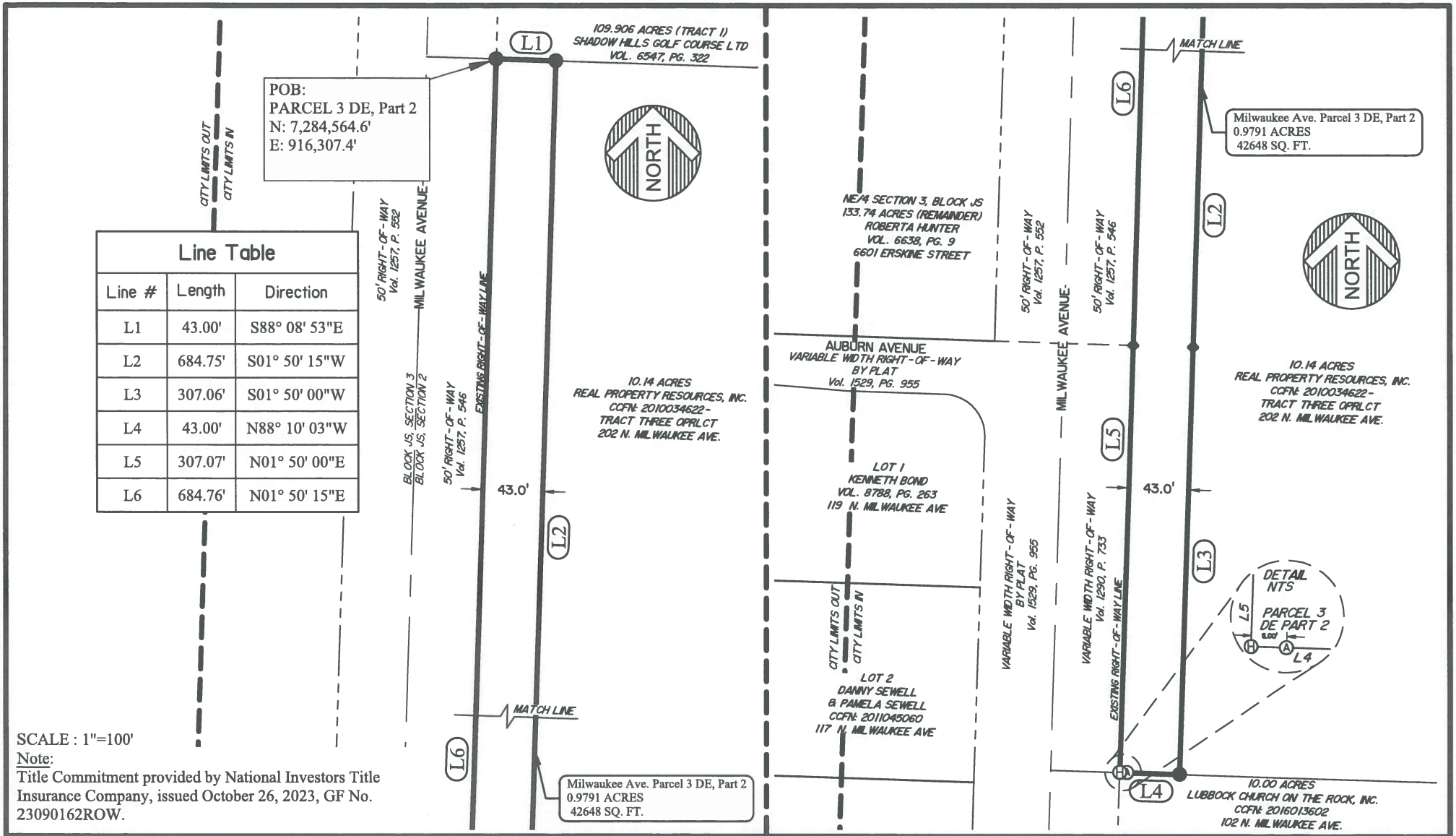

Line Table		
Line #	Length	Direction
L1	43.00'	S88° 08' 53"E
L2	684.75'	S01° 50' 15"W
L3	307.06'	S01° 50' 00"W
L4	43.00'	N88° 10' 03"W
L5	307.07'	N01° 50' 00"E
L6	684.76'	N01° 50' 15"E

SCALE : 1"=100'

Note:
Title Commitment provided by National Investors Title Insurance Company, issued October 26, 2023, GF No. 23090162ROW.

MILWAUKEE AVE.
4th STREET TO MARSHALL STREET

PARCEL 3 DE, PART 2
PERIMETER SURVEY OF A
0.9791 ACRE PARCEL LOCATED IN
SECTION 2, BLOCK JS
LUBBOCK COUNTY, TEXAS

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

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

11/16/23

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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1601 AVENUE N
LUBBOCK, TEXAS 79401
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Combined Scale Factor: 1.00023

Copyright 2023, Hugo Reed and Associates, Inc.

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- (A) - FOUND 1/2" IRON ROD/CAP (AMD)
- (H) - FOUND 1/2" IRON ROD w/CAP (HRA)
- ● - SET 1/2" IRON ROD/CAP (HRA)

POB - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER
OPRLCT - OFFICIAL PUBLIC RECORDS OF LUBBOCK - COUNTY, TEXAS
ORPRLCT - OFFICIAL REAL PROPERTY RECORDS OF - LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL 3 DE, Part 2

METES AND BOUNDS DESCRIPTION of a 0.9791-acre (42648 sq. ft.) parcel located in the West Half (W/2) of Section 2, Block JS, Lubbock County, Texas, being a portion of that certain 10.14-acre tract referred to as Tract Three, conveyed to Real Property Resources, Inc. in County Clerk File Number (CCFN) 2010034622, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.9791-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap "HUGO REED & ASSOC" (N=7,284,564.6', E=916,307.4') set in the East right-of-way line of Milwaukee Avenue as granted in Volume 1257, Page 546, Deed Records of Lubbock County, Texas, in the North line of said 10.14-acre tract, in the South line of that 109.906-acre tract referred to as Tract 1, conveyed to Shadow Hills Golf Course, Ltd. in Volume 6547, Page 322, Official Real Property Records of Lubbock County, Texas (ORPRLCT), for the Northwest corner of this tract which bears S. 01°50'15" W. a distance of 1963.43 feet and S. 88°08'53" E. a distance of 50.00 feet from a "MAG" nail with shiner marked "HUGO REED & ASSOC" found at the Northwest corner of said Section 2, Block JS;

THENCE S. 88°08'53" E., along the North line of said 10.14-acre tract and the South line of said 109.906-acre tract a distance of 43.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°50'15" W., crossing said 10.14-acre tract a distance of 684.75 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 01°50'00" W., crossing said 10.14-acre tract a distance of 307.06 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the South line of said 10.14-acre tract and the North line of that 10.00-acre tract conveyed to Lubbock Church on the Rock, Inc. described in CCFN 2016013602 for the Southeast corner of this parcel;

THENCE N. 88°10'03" W., along the South line of said 10.14-acre tract, at 38.00 feet pass a 1/2" iron rod with cap marked "AMD" found in reference, continuing for a total distance of 43.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the East right-of-way line of said Milwaukee Avenue as granted in Volume 1290, Page 733, Deed Records of Lubbock County, Texas, for the Southwest corner of this parcel;

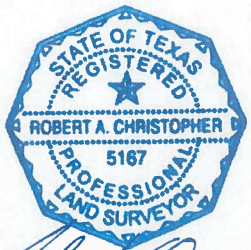
THENCE N. 01°50'00" E., along said East right-of-way line of Milwaukee Avenue as granted in said Volume 1290, Page 733 a distance of 307.07 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set;

THENCE N. 01°50'15" E., along said East right-of-way line as granted in Volume 1257, Page 546, a distance of 684.76 feet to the Point of Beginning.

MILWAUKEE AVE.
4th STREET TO MARSHALL STREET

Parcel 3, DE Part 2
PERIMETER SURVEY OF A
0.9791 ACRE PARCEL LOCATED IN
SECTION 2, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



11/16/23

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

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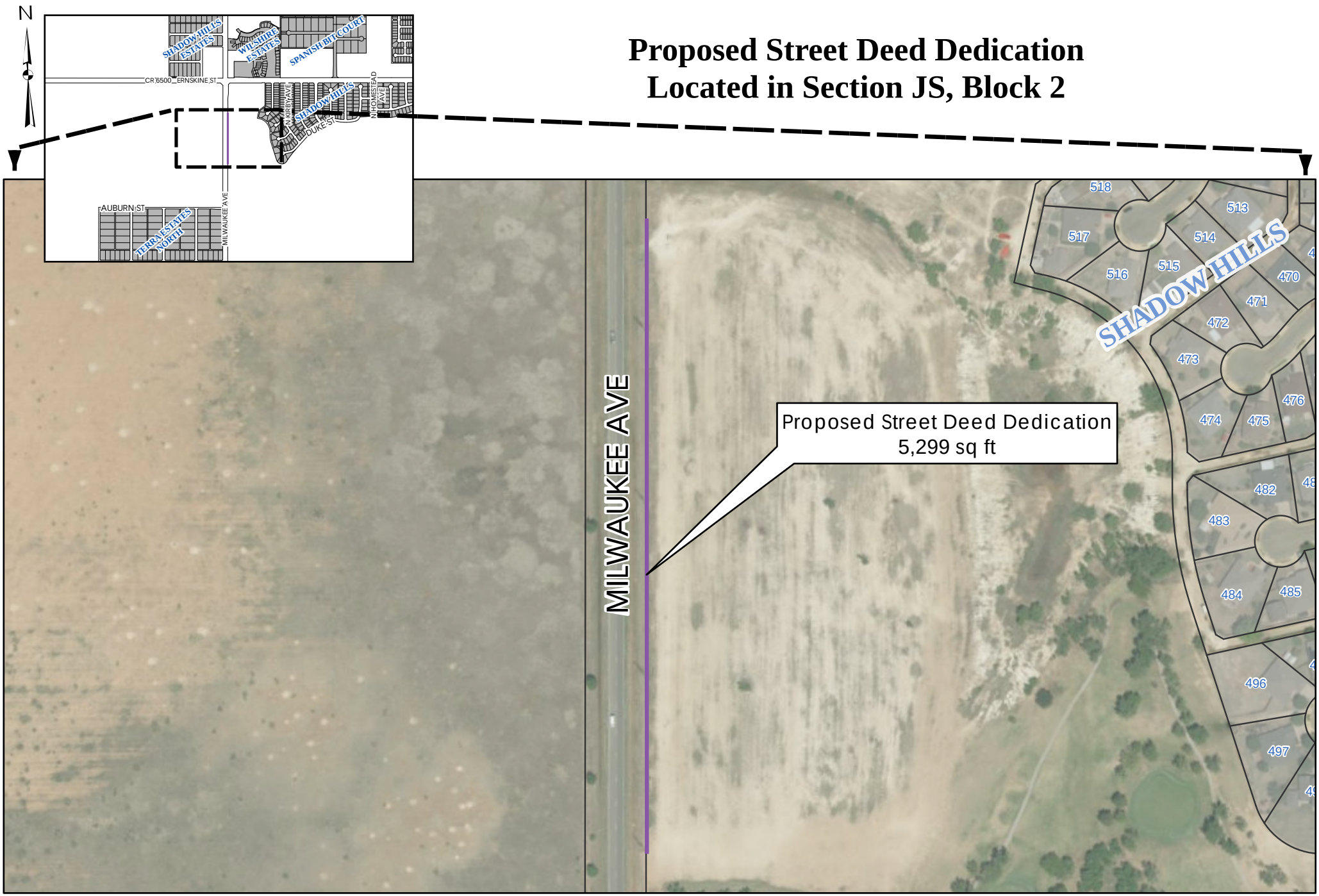
Proposed Street Deed Dedication
Located in Section JS, Block 2

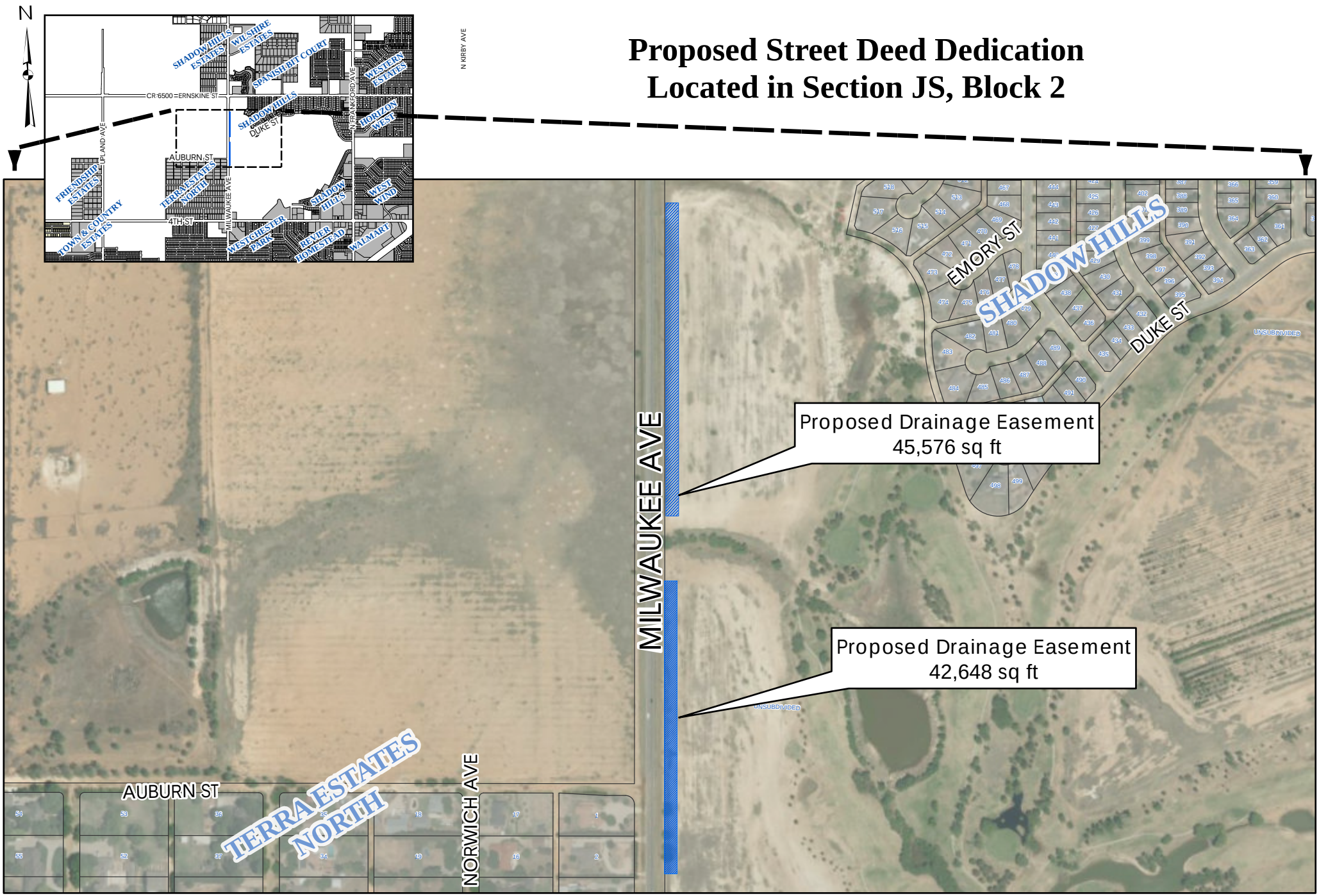


As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative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

City of Lubbock TEXAS

Digital Orthophotography - May 2023

Proposed Street Deed Dedication
Located in Section JS, Block 2



0 500 1,000 2,000 Feet

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City of Lubbock TEXAS

Digital Orthophotography - May 2023

City of Lubbock, TX
Capital Project
Project Cost Detail
August 12, 2024

Capital Project Number:	92819
Capital Project Name:	Milwaukee Avenue from 4th Street to the North City Limits - 22B

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 19,688
Contract 17087 Milwaukee Reconstruction Design & ROW with HDR, Inc.	1,403,292
Land Acquisition to Date	157,708
Traffic System Improvements	24,494
Amendment 1 to Contract 17087 with HDR, Inc.	132,710
Agenda Items, August 27th, 2024	
Milwaukee Reconstruction Right of Way Parcel 3	176,448
Milwaukee Reconstruction Right of Way Parcel 7	3,000
Encumbered/Expended To Date	1,917,340
Estimated Costs for Remaining Appropriation	
Property Acquisition, Utility Adjustments, and Roadway Construction	15,082,660
Remaining Appropriation	-
Total Appropriation	$ 17,000,000

CIP 92819 Milwaukee Avenue: North City Limits to 4th Street - 22B

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

Milwaukee Ave from 4th Street to the North City Limits is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along Milwaukee Avenue from 4th Street to the North City Limits. This thoroughfare will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

Project Justification

On November 8, 2022, Lubbock voters approved issuance of a $200 million street improvements bond package for the purpose of providing permanent public improvements. The funding will acquire, construct and reconstruct street improvements, including but not limited to sidewalks, utility line relocations and traffic signalization, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way for the full width dedication.

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project Dates

Design Start Date: 02/2023
Design Completion: 02/2024
Bid for Constuction:02/2024
Award Construction: 04/2024
Project Completion: 10/2025

Project History

Project Location

Milwaukee Ave - North City Limits to 4th Street

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$3,500,000	$13,000,000	$0	$0	$0	$0	$0
TOTAL	**$3,500,000**	**$13,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Obligation Bonds	$3,500,000	$13,000,000	$0	$0	$0	$0	$0
TOTAL	**$3,500,000**	**$13,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 2, Block JS, Lubbock County, Texas (Parcel 7), to be utilized for the Milwaukee Avenue: 4th Street to North City Limits 2022 Road Bond Project.

Item Summary

With the widening of Milwaukee Avenue from 4th Street to the North City Limits, the following street dedication will allow for the construction of the arterial.

Sorelle Partners, IV, LP, a Texas limited partnership, is dedicating right-of-way to the City of Lubbock. The proponents will dedicate 730 square feet of land for street right-of-way purposes, for $3,000 plus closing costs.

Fiscal Impact

The cost of the land acquisition is $3,000 plus closing costs, and is funded by Capital Improvements Project 92819, Milwaukee Avenue from 4th Street to the North City Limits.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Bailey Ratcliffe, P.E., Interim Division Director of Engineering/City Engineer

Attachments

Resolution Milwaukee Ave Parcel 7
Parcel 7_Deed_Signed
GIS Map Parcel 7 Street Dedication Deed
CIP 92819 - Cost Detail
CIP 92819 - 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 accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 2, Block JS, Lubbock County, Texas (Parcel 7), to be utilized for the Milwaukee Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

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

Milwaukee Avenue (4th to N. City Limits) Bond Project
Parcel No. 7
A 0.0168 acre (730 SF) parcel located in the Southwest Quarter (SW/4) if /section 2, Block JS, Lubbock County, Texas.

CITY OF LUBBOCK
STREET, PUBLIC USE AND RIGHT OF WAY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

THAT **SORELLE PARTNERS, IV, LP, A TEXAS LIMITED PARTNERSHIP** herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to **him/her** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

GRANTOR agrees to grant the property described in Exhibit "A" and releases the City of Lubbock from the obligation of obtaining an appraisal under Chapter 21 of the Texas Property Code.

TO HAVE AND TO HOLD this above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public street purposes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 11th day of July, 2024.

GRANTOR:
Sorelle Partners, IV, LP, a Texas limited partnership

By: Sorelle IV GP, LLC, a Texas limited liability company, its General Partner

By: Frank Sorelle
Frank Sorelle, Sole Member/Manager

ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 11th day of July by Frank Sorelle, Sole Member/Manager of Sorelle IV GP, LLC, a Texas limited liability company, General Partner of Sorelle Partners, IV, LP, a Texas limited partnership, on behalf of said entity.

The acknowledging person personally appeared by:

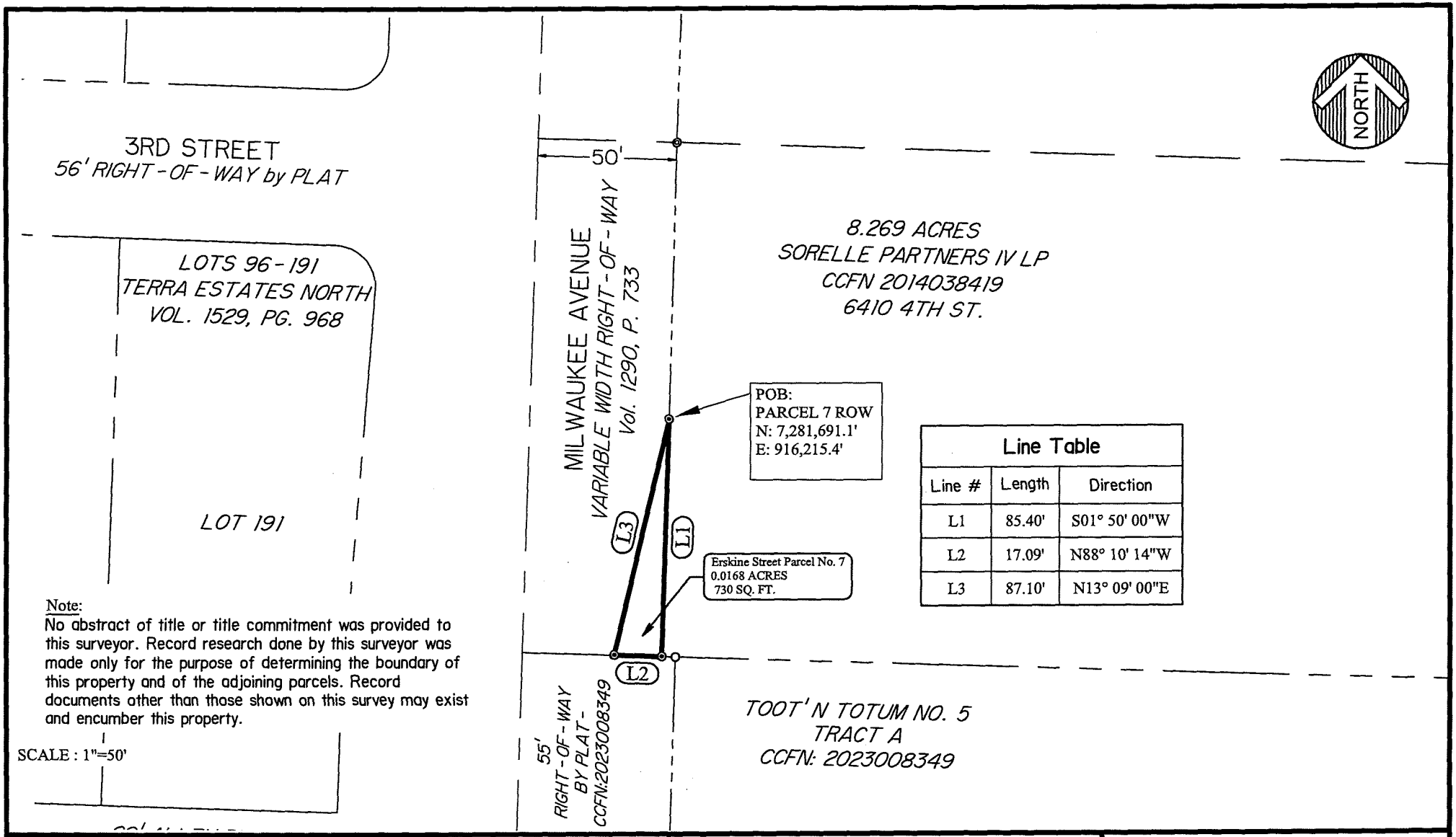
☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

GERALD MILLER
Notary Public, State of Texas
Comm. Expires 08-20-2027
Notary ID 126206354

Gerald Miller
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 8-20-2027

Grantee's Address:
City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, TX 79401



Line Table		
Line #	Length	Direction
L1	85.40'	S01° 50' 00"W
L2	17.09'	N88° 10' 14"W
L3	87.10'	N13° 09' 00"E

Note:
No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

SCALE : 1"=50'

MILWAUKEE AVE.
4th STREET TO MARSHALL STREET

Parcel 7 ROW
PERIMETER SURVEY OF A
0.0168-ACRE PARCEL LOCATED IN
SECTION 2, BLOCK JS
LUBBOCK COUNTY, TEXAS

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

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

05/29/2024

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011)
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT

- FOUND 1/2" IRON ROD/CAP (4263)
- FOUND 1/2" IRON ROD w/CAP (HUGO REED)
- SET 1/2" IRON ROD/CAP (HUGO REED)

POB - POINT OF BEGINNING
CCFN - COUNTY CLERK FILE NUMBER
ESMT - EASEMENT
SDD - STREET DEDICATION DEED

DESCRIPTION FOR PARCEL 7 ROW

METES AND BOUNDS DESCRIPTION of a 0.0168-acre (730 sq. ft.) parcel located in the Southwest Quarter (SW/4) of Section 2, Block JS, Lubbock County, Texas, being a portion of that certain 8.269-acre tract described in County Clerk File Number (CCFN) 2014038419, Official Property Records of Lubbock County, Texas, said 0.0168-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" (N=7,281,691.1', E=916,215.4') set in the East right-of-way line of Milwaukee Avenue as granted in Volume 1290, Page 733, Deed Records of Lubbock County, Texas, for the North corner of this parcel which bears N. 01°50'00" E. a distance of 450.76 feet and S.88°10'00" E. a distance of 50.00 feet the Southwest corner of said Section 2, Block JS;

THENCE S. 01°50'00" W., 50.00 feet East of and parallel with the West line of said Section 2, a distance of 85..40 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in a South line of said 8.269-acre tract, same being the North plat limits of TOOT' N TOTUM No. 5, Tract "A", an addition to the City of Lubbock according to the instrument filed in CCFN 2023008349, Official Property Records of Lubbock County, Texas,

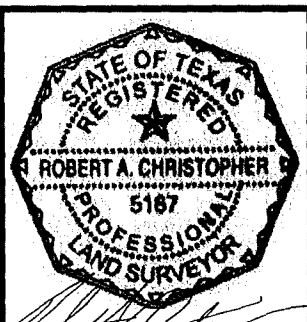
THENCE N. 88°10'14" W., along the South line of said 8.269-acre tract and the North plat limits of said Tract "A", a distance of 17.09 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for the Southwest corner of this tract;

THENCE N. 13°09'00" E. a distance of 87.10 feet to the Point of Beginning.

MILWAUKEE AVE.
4th STREET TO MARSHALL STREET

Parcel 1 ROW
PERIMETER SURVEY OF A
0.0081 ACRE PARCEL LOCATED IN
SECTION 7, BLOCK JS
LUBBOCK COUNTY, TEXAS

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



05/29/2024

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

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Combined Scale Factor: 1.00023

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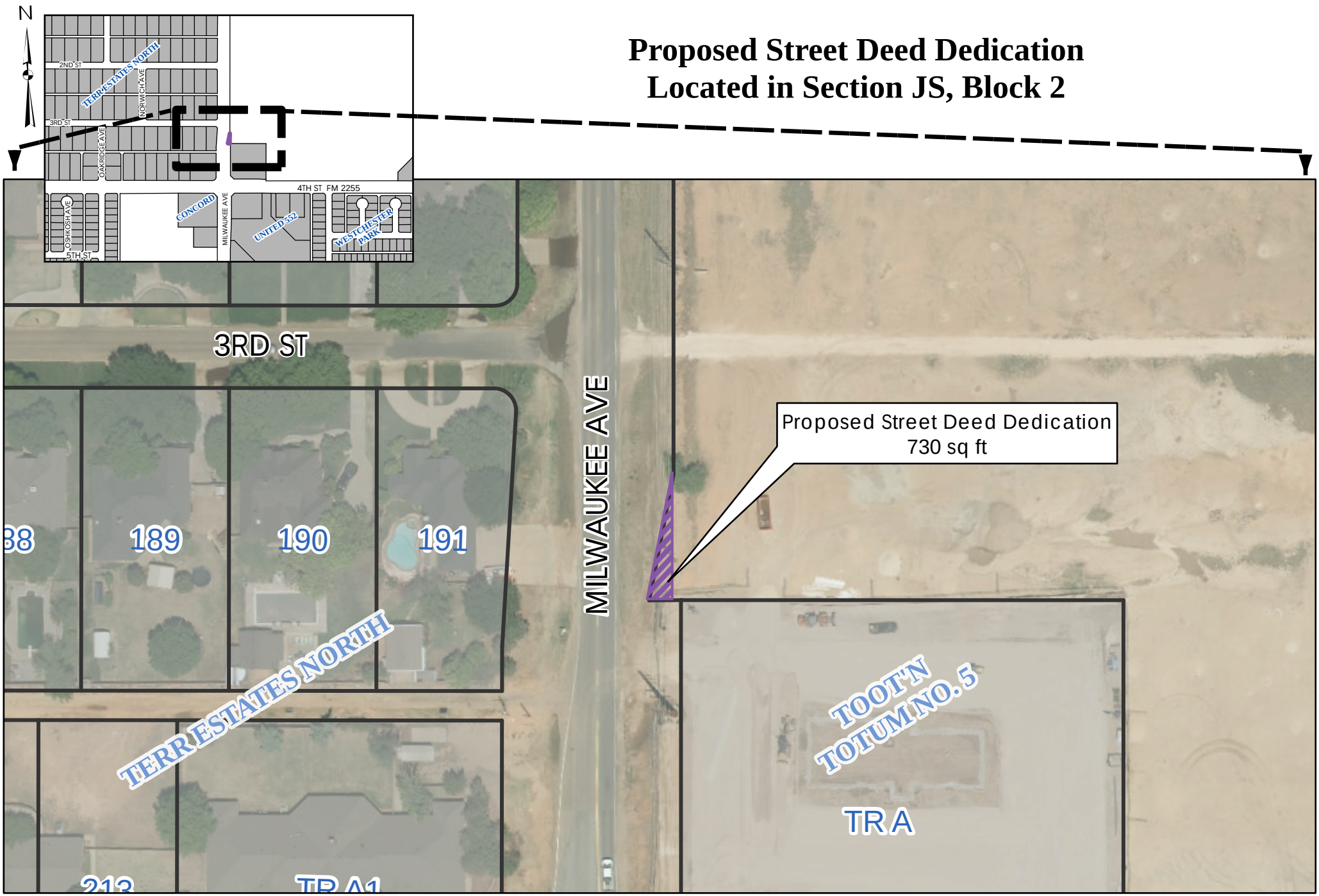
Proposed Street Deed Dedication
Located in Section JS, Block 2



0 50 100 200 300 400 500 Feet

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City of Lubbock TEXAS

Digital Orthophotography - May 2023

City of Lubbock, TX
Capital Project
Project Cost Detail
August 12, 2024

Capital Project Number:	92819
Capital Project Name:	Milwaukee Avenue from 4th Street to the North City Limits - 22B

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 19,688
Contract 17087 Milwaukee Reconstruction Design & ROW with HDR, Inc.	1,403,292
Land Acquisition to Date	157,708
Traffic System Improvements	24,494
Amendment 1 to Contract 17087 with HDR, Inc.	132,710
Agenda Items, August 27th, 2024	
Milwaukee Reconstruction Right of Way Parcel 3	176,448
Milwaukee Reconstruction Right of Way Parcel 7	3,000
Encumbered/Expended To Date	1,917,340
Estimated Costs for Remaining Appropriation	
Property Acquisition, Utility Adjustments, and Roadway Construction	15,082,660
Remaining Appropriation	-
Total Appropriation	$ 17,000,000

CIP 92819 Milwaukee Avenue: North City Limits to 4th Street - 22B

New Roadway Infrastructure

Project Manager: Josh Kristinek - Engineering

Project Scope

Milwaukee Ave from 4th Street to the North City Limits is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along Milwaukee Avenue from 4th Street to the North City Limits. This thoroughfare will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

Project Justification

On November 8, 2022, Lubbock voters approved issuance of a $200 million street improvements bond package for the purpose of providing permanent public improvements. The funding will acquire, construct and reconstruct street improvements, including but not limited to sidewalks, utility line relocations and traffic signalization, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way for the full width dedication.

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project Dates

Design Start Date: 02/2023
Design Completion: 02/2024
Bid for Constuction:02/2024
Award Construction: 04/2024
Project Completion: 10/2025

Project History

Project Location

Milwaukee Ave - North City Limits to 4th Street

Project Appropriations

	Appropriation to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	$3,500,000	$13,000,000	$0	$0	$0	$0	$0
TOTAL	**$3,500,000**	**$13,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
General Obligation Bonds	$3,500,000	$13,000,000	$0	$0	$0	$0	$0
TOTAL	**$3,500,000**	**$13,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 12790
Regular City Council Meeting 6. 10.
08/27/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Street and Alley Use License Agreement, and related documents, by and between the City of Lubbock and Trinity Church, Inc., in the right-of-way and alley, between Canton Avenue and University Avenue.

Item Summary

Trinity Church is requesting a Street Use License for the purpose of an aerial communication cable in the right-of-way and alley between Canton Avenue and University Avenue.

The term of the license is for 20 years payable every 5 years in advance and each successive 5-year term, not to exceed 20 years, unless either party gives written notice of termination to the other party. The license fee for each five-year period is $1,773.48 paid in advance, pursuant to current City policy.

Fiscal Impact

$1, 773.48 to the General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Bailey Ratcliffe, P.E., Interim Division Director of Engineering/City Engineer

Attachments

RES - Trinity Church Aug 2024
SUL - Trinity Church

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 Street and Alley Use License Agreement by and between the City of Lubbock and Trinity Church, Inc., and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Street Use License Agreement- Trinity Church

City of Lubbock TEXAS

August 14, 2024

Mr. Josh Dade
Trinity Church
7002 Canton Ave.
Lubbock, TX 79413

RE: Street-Use-License Renewal

Dear Josh:

Please find enclosed a copy of the new Street Use License. Please have Stephen Cox sign on page 4 of 5 and have his signature notarized on page 5 of 5. Return to:

City of Lubbock
PO Box 2000
Lubbock, TX 79408-2000
Attn: Ken Jernberg, Right-of-Way Agent

Upon receipt, the license will be placed on the City Council agenda for approval. If you have any questions, please call me at (806) 775-3168 or kjernberg@mylubbock.us.

Sincerely,

Ken Jernberg

Ken Jernberg

Right of Way Agent

STREET AND ALLEY USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2024, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **TRINITY CHURCH, INC.,** hereinafter called 'LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and License to use a portion of dedicated streets and alleys for an aerial communications cable along an area described as follows:

BEGINNING at a point in the West right-of-way of Canton Avenue and is 40.00 feet North of the Easternmost Southeast corner of Tract E, Caprock Addition to the City of Lubbock, Lubbock County, Texas;

THENCE North along the West right-of-way of Canton Avenue to a point 20.00 feet South of the Southeast corner of Lot 1310, said Caprock Addition and the south side of a 20.00 foot alley;

THENCE East across Canton Avenue to the Northwest corner of Lot 1180 of said Caprock Addition and the south side of an East-West alley;

THENCE East along the South side of the East-West alley between Canton Avenue and University Avenue to a point in the West right-of-way of University Avenue;

THENCE North along the West right-of-way line of University Avenue past 69th Street to a point 10.00 feet north of the Easternmost Southeast corner of Lot 1132, said Caprock Addition;

THENCE East across University Avenue to the East right-of-way line of University Avenue and the West line of Tract A, South University Addition to the City of Lubbock, Lubbock County, Texas.

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **7002 Canton Avenue, Lubbock, Texas, 79413,** or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this License shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of ONE THOUSAND SEVEN HUNDRED THREE AND 48/100 DOLLARS ($1,773.48) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the License.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from

and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a policy of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as the insured, said policy covering the uses herein granted.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this license. No interest for real property is conveyed or granted by this License.

CITY OF LUBBOCK

By: _____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bailey Ratcliffe

Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

AGREED TO AND ACCEPTED this 15th day of August, 2024.

TRINITY CHURCH, INC.

By: Stephen Cox

Stephen Cox, Board Member

HERE

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Mark W. Mcbrayer,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of August, 2024.

CARRIE HAYSLIP NOTARY PUBLIC STATE OF TEXAS ID 132154283 EXP. 08-30-2027

Carrie Hayslip

Notary Public in and for the State of Texas

My Commission Expires: 8/30/27

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Stephen Cox,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **Trinity Church, Inc.**

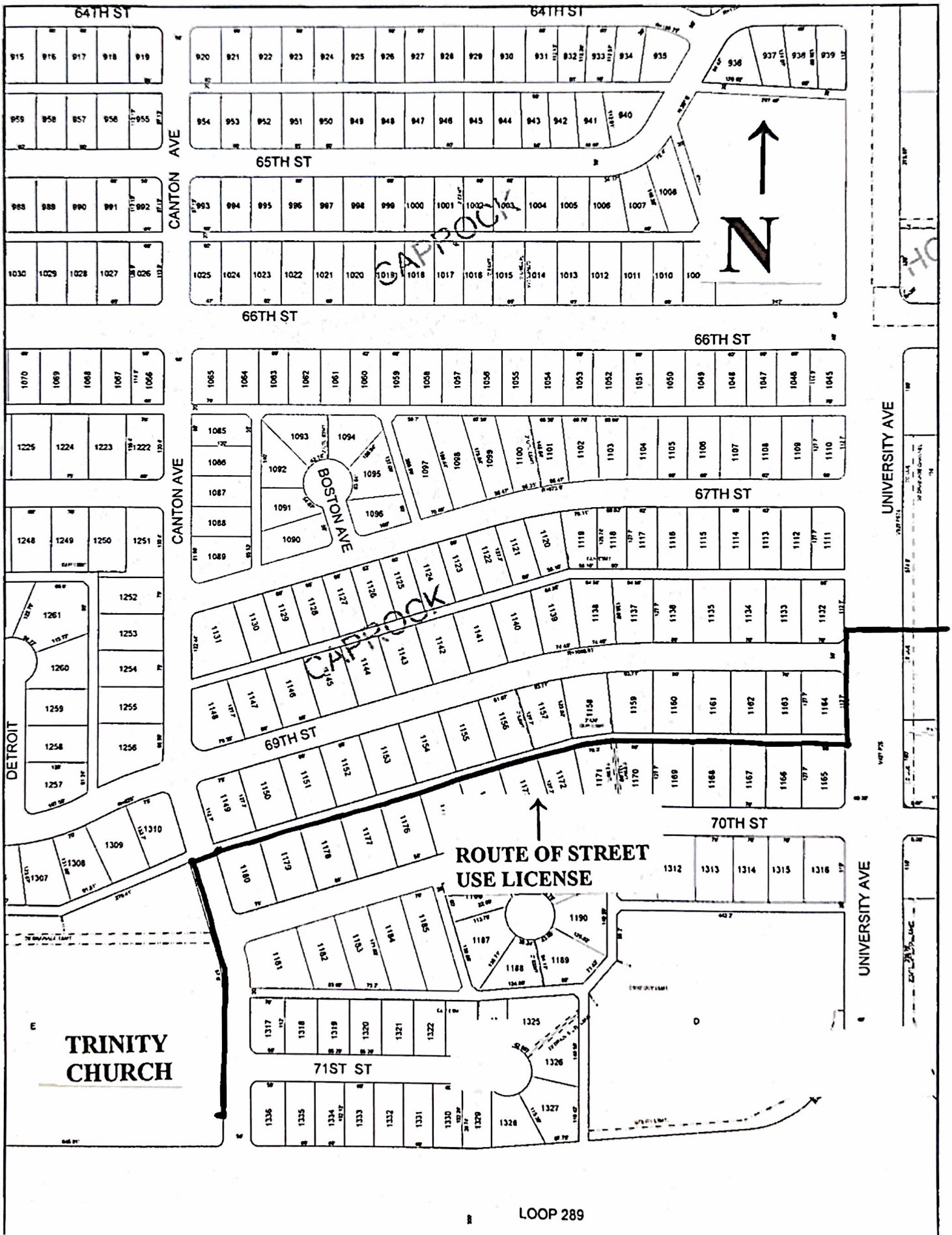
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of August, 2024.

CARRIE HAYSLIP NOTARY PUBLIC STATE OF TEXAS ID 132154283 EXP. 08-30-2027

Carrie Hayslip
Notary Public in and for the State of Texas

My Commission Expires: 8/30/27

Street&Alley Use Lic-Trinity Church Inc


64TH ST
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CANTON AVE
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BOSTON AVE
DETROIT
UNIVERSITY AVE
UNIVERSITY AVE
N
CAPROCK
CAPROCK
ROUTE OF STREET USE LICENSE
TRINITY CHURCH
LOOP 289

AI# 12737
Regular City Council Meeting 6. 11.
08/27/2024:

Information

Agenda Item

Ordinance 2nd Reading - Engineering: Consider Ordinance No. 2024-O0108, amending Articles 39.04 and 39.07 of the Code of Ordinances of the City of Lubbock, by adding Articles 39.07.046, and amending Sections 39.04.012, 39.04.013, and 39.07.020, to allow for certain building permits to be approved while required infrastructure is constructed in parallel with other building activities.

Item Summary

On August 13, 2024, the City Council approved the first reading of the ordinance.

The Code of Ordinances of the City of Lubbock, Section 39.04, prohibits the City from approving a Building Permit prior to completion and acceptance of all required infrastructure.

This proposed amendment would allow Building Permits for certain commercial projects to be released while infrastructure is completed in parallel with other building activities.

In lieu of requiring the infrastructure to be built, a bond can be provided, allowing construction of both the building and infrastructure to occur simultaneously. This amendment would apply to developments with 4 or fewer commercial tracts. Ultimately, this amendment allows for more efficient construction sequencing.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Bailey Ratcliffe, P.E., Interim Division Director of Engineering/City Engineer

Attachments

Ordinance

ORDINANCE NO._____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE (ORDINANCE NO. 2023-O0054), AMENDING SECTIONS 39.04.012.f, 39.04.013.g, AND 39.07.020.d.3.D, AND ADDING SECTION 39.07.046 REGARDING BUILDING PERMIT ISSUANCE IN CONJUNCTION WITH PROPERTY DEVELOPMENT AND TO ALLOW PARALLEL CONSTRUCTION OF CERTAIN IMPROVEMENTS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, since the adoption of the Unified Development Code ("UDC") of the City of Lubbock, Ordinance No. 2023-O0054, city staff has been receiving feedback from the community regarding various changes that were adopted as part of the UDC and the effect some of the changes have in practice as new development under the UDC is taking place; and

WHEREAS, city staff finds that for certain commercial construction projects, there should be an option to obtain a building permit at the same time infrastructure improvements to support the development are being constructed; and

WHEREAS, the City Council of the City of Lubbock finds it in best interest of the citizens of Lubbock to adopt the following amendments to the UDC herein to allow for parallel construction of certain improvements; **NOW THEREFORE:**

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

SECTION 1. THAT Section 39.04.012.f of the UDC, City of Lubbock, Texas is hereby amended as follows:

f. **Building Permit**. A building permit shall not be issued on a platted lot or tract, until such time as the City Engineer issues notification described in Section 39.07.020.d, Platting, or a Waiver, Delay, or Parallel Construction has been authorized by the City Engineer in accordance with Section 39.07.044, Waiver of Improvements, Section 39.07.045, Delay of Improvements, or Section 39.07.046, Parallel Construction Alternative.

SECTION 2. THAT Section 39.04.013.g of the UDC, City of Lubbock, Texas is hereby amended as follows:

g. **Building Permit**. A Building Permit shall not be issued on a platted lot or tract, until such time as the City Engineer issues notification described in Section 39.07.020.d, Platting, or a Waiver, Delay, or Parallel Construction has been authorized by the City Engineer in accordance with Section 39.07.044, Waiver of Improvements, Section 39.07.045, Delay of Improvements., or Section 39.07.046, Parallel Construction Alternative

SECTION 3. THAT Section 39.07.020.d.3.D of the UDC, City of Lubbock, Texas is hereby amended as follows:

D. Unless an exception to platting is authorized by Section 39.04.002, Applicability, or unless relief is granted in accordance with Section 39.07.044, Waiver of Improvements, or Section 39.07.045, Delay of Improvements, or Section 39.07.046, Parallel Construction Alternative, the Building Official shall not issue a Building Permit, as required by the City's Building Code, for any principal structure unless:

1. The subject property is part of a plat recorded with the Lubbock County Clerk;

2. The required impact fee has been paid; and

3. A notification from the City Engineer has been issued stating:

    a. Water and wastewater

        i. Water and Wastewater infrastructure have been accepted by City for maintenance and the subdivider has submitted accurate as-built drawings of such infrastructure; or

        ii. A valid letter of credit or bond is on file for the required water and sewer infrastructure if a request for a Parallel Construction Alternative has been granted in accordance with Section 39.07.046, Parallel Construction Alternative; and

    b. Curb and gutter

        i. Curb and gutter have been constructed and completed according to the City's Engineering Minimum Design Standards and Specifications; or

        ii. A valid letter of credit or bond is on file for the required paving and drainage infrastructure if a request for a Parallel Construction Alternative has been granted in accordance with Section 39.07.046, Parallel Construction Alternative; and

    c. An all-weather road has been constructed that meets the City's Fire Code; and

    d. The applicant has provided a letter of credit to the City Engineer in an amount adequate to complete the required paving work, should the applicant fail to do so.

SECTION 4. THAT the UDC, City of Lubbock, Texas is hereby amended by adding a section that shall read as follows:

Section 39.07.046 Parallel Construction Alternative

a. **Generally**. In addition to the applicable required procedures in Division 7.1, Purpose, Applicability, and Common Review Procedures, the following shall apply to the Parallel Construction Alternative.

b. **Purpose**. Parallel construction of water, wastewater, or paving may be requested, subject to the requirements of this Section. The purpose of a Parallel Construction Alternative is to allow more efficient construction of infrastructure installation required in Sections 39.04.005, Street Network and Design, 39.04.012, Public Water Systems, and 39.04.013, Public Wastewater Systems, specifically as such Sections relate to extending new or improving existing water or wastewater lines or streets. A Parallel Construction Alternative request may only be considered concurrently with a Preliminary Plat, or Final Plat, or Replat. The subdivider shall include as part of the Plat application the reason(s) they should be eligible for the Alternative in accordance with this Section. Failure to submit such information shall render the Plat application incomplete.

c. **Eligibility**. A subdivider may only request the Parallel Construction Alternative for:

    1. A Plat application that was filed on or after October 1, 2023;

    2. Plats that contain only commercial tracts, and only contain four commercial tracts or less; and

    3. Granting of the Parallel Construction Alternative would not otherwise negatively impact the design of the subdivision or the ability to subdivide adjacent sites in the future.

d. **Bond-in-Lieu of Required Improvements**.

    1. Installation Guarantee. If the subdivider receives approval of the Parallel Construction Alternative request, he or she shall provide an installation guarantee in the form of a letter of credit or bond for the amount of the improvement(s) and in a form approved by the City Attorney. The letter of credit or bond must be received and accepted by the City prior to issuance of Building Permit.

    2. Calling the Installation Guarantee. If the subdivider does not install, or the City does not accept, the infrastructure that is the subject of the Parallel Construction Alternative within two years after approval of the Final Plat recording date, then the City Engineer may request the installation guarantee from the guarantor so that the improvements may be paid for and installed. An extension may be granted at the discretion of the City Engineer.

e. **Specific Decision Criteria**. In determining whether to approve or deny a request for the Parallel Construction Alternative, the applicable review bodies shall consider the applicable common decision criteria in Section 39.07.006, Common Decision Criteria, and the following:

1. Eligibility. The subject property is eligible for a Parallel Construction Alternative based on the provisions in Subsection c., Eligibility, above; and

2. Negative Impact. Granting of the Parallel Construction Alternative would not otherwise negatively impact the design of the subdivision or the ability to subdivide adjacent sites in the future.

f. **Affirmative Findings**. In order to approve a request for the Parallel Construction Alternative, the City Engineer shall make affirmative findings on all of the applicable decision criteria.

g. **Building Permit**. If a request for the Parallel Construction Alternative is granted, a building permit may be issued prior to the infrastructure being accepted by the City. If at any time the subdivider abandons work on infrastructure required in Sections 39.04.005, Street Network and Design, 39.04.012, Public Water Systems, and 39.04.013, Public Wastewater Systems, requests for Building Permit Inspections will be denied until the subdivider resumes work on infrastructure. Under no circumstances shall a Temporary or Final Certificate of Occupancy be granted until such time as all infrastructure required in Sections 39.04.005, Street Network and Design, 39.04.012, Public Water Systems, and 39.04.013, Public Wastewater Systems has been accepted by the City.

h. **Appeal**. Any party aggrieved by or alleging error in the final decision of a Parallel Construction Alternative request may appeal to the Planning and Zoning Commission.

SECTION 5. THAT a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 6. 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 7. 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 W. 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://Ordinance Amending UDC Parallel Construction
7.30.24

AI# 12793
Regular City Council Meeting 6. 12.
08/27/2024:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement Contract 17130, with Kimley-Horn and Associates, Inc., for engineering services for the reconstruction of the 34th Street: Upland Avenue to Milwaukee Avenue 2022 Road Bond Project.

Item Summary

On February 14, 2023, the City Council awarded Professional Services Agreement Contract 17130, to Kimley-Horn and Associates, Inc., for providing engineering services for the 34th Street: Upland Avenue to Milwaukee Avenue 2022 Road Bond Project

Amendment No. 1 was authorized on June 11, 2024, for additional engineering services for final design and relocation of the drainage channel from the south side of 34th Street to the north side from Upland Avenue to Milwaukee Avenue.

Amendment No. 2 to this contract will amend the scope of work to include additional engineering services for traffic signal design at the intersection of 34th Street and Upland Avenue.

Staff recommends the award of Amendment No. 2, in the amount of $39,500, to Kimley-Horn and Associates, Inc. with no time extension to the contract for additional engineering services.

Fiscal Impact

Amendment No. 2 to Contract 17130 with Kimley-Horn and Associates, Inc., for $39,500, is funded in Capital Improvement Project 92813, 34th Street - Upland to Milwaukee 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Bailey Ratcliffe, P.E., Interim Division Director of Engineering/City Engineer

Attachments

Resolution
Amendment 2
Amendment 1
Contract 17130
Location Exhibit
CIP 92813 - Cost Detail
CIP 92813 - 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, Amendment No. 2 to the Professional Services Agreement Contract No. 17130 for engineering services for the reconstruction of 34th Street from Upland Avenue to Milwaukee Avenue, by and between the City of Lubbock and Kimley-Horn and Associates, 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 W. 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 #2 to PSA 17130 KH 34th Upland to Milwaukee
8.12.24

Amendment 2
To Agreement Between
The City of Lubbock, TX
and
Kimley-Horn and Associates, Inc.

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT dated and entered into on the 14th day of February, 2023, Contract No. 17130, by and between the City of Lubbock ("City") and Kimley-Horn and Associates, Inc. ("Engineer").

Engineer is providing professional design services for the reconstruction of 34th Street from Upland Avenue to Milwaukee Avenue (the "Activities").

The Parties entered into a six (6) month extension for services on February 2, 2024, and agreed to an amendment to increase the scope of services on June 11, 2024, passed by City Council as Resolution No. 2024-R0284.

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

WITNESSETH:

The City and Engineer now agree to enlarge the scope of services in this Agreement to design a traffic signal for the intersection of Upland Avenue and 34th Street, details of which are set forth in Exhibit "A" and incorporated herein. The cost of said services shall not exceed thirty-nine thousand five hundred and NO/100 ($39,500.00).

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

_____
MARK W. MCBRAYER, Mayor

Kimley-Horn and Associates, Inc.

_____
Kevin Hoppers, P.E., Sr. Vice President

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bailey Ratcliffe, P.E., Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

EXHIBIT A – Amendment 02
Engineering Scope of Services
34th STREET RECONSTRUCTION
From Upland Avenue to Milwaukee Avenue
City of Lubbock

PROJECT UNDERSTANDING

The project consists of providing the following services to supplement the design of the 34th Street project to add one (1) traffic signal design for the intersection of 34th Street at Upland Avenue to the Professional Services Agreement, Contract No. 17130 for Engineering Services.

The tasks include the preparation of permanent signal design sheets, general notes, quantities, opinion of probable construction cost, technical specifications, and coordination with the City. The traffic signal design will be prepared using published City of Lubbock Standards where applicable.

This section describes the professional services to be provided by the Engineer.

Compensation shall be per Exhibit B.

Task 1 Traffic Signal Design

1.1 Project Meetings and Field Evaluation
The Engineer will organize, prepare for, and facilitate one Kick-Off meeting, with the following objectives in mind:

- Discuss the scope and roles of the Engineer
- Discuss specific project requirements and any special design or coordination needs
- Discuss deliverables
- Discuss project schedule

In the general vicinity of the project intersection, the Engineer will perform one in-field review and verify existing signage. This along with the already obtained topographic survey will form the basis of the designs. After the 60% and 90% submittals, the Engineer will prepare for and schedule one conference call with City and TxDOT staff to receive/communicate about comments, if needed.

1.2 Design Phase
The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Microstation SS10 or Open Roads Designer. The design will be based on and include information gathered during the site visit. The traffic design package will include the following plan sheets.

- Traffic Signal Layout Sheet: proposed signal layout plan, overhead signs, pedestrian elements, and signal phasing diagram.
- Signs, Markings, and Ramp Details Sheet: with proposed signs, proposed pavement

markings, and summary charts.
- Traffic Signalization Detail Sheet: with tabulation of quantities, APS chart, conductor routing chart, electrical chart, detection details, and general notes.

This proposal does not include coordination with outside agencies other than the City of Lubbock.

1.3 Deliverables

All design sheets from the tasks above will be combined with the sheets identified below and inserted into the overall PS&E package.

- General Notes: including standard general notes applicable to TxDOT and City of Lubbock
- Summary of Quantities: including the summary of quantities and Opinion of Probable Construction Costs (OPCC) using TxDOT bid items
    - The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- Standard Detail Sheets: including all standards as required by TxDOT

Deliverables: the Engineer will develop the following deliverables for this task:
Preliminary Design Submittal: the Engineer will prepare and submit an electronic version of construction drawings to and City for review. The Engineer will submit plans in accordance with a 60% submittal format.
100% (Draft) Submittal: the Engineer will address any necessary review comments and an electronic version of construction drawings will be provided to the City for review. The Engineer will submit plans and in accordance with 100% draft submittal format.
100% (Final) Submittal: the Engineer will address any necessary review comments from City and provide one full set of sealed original drawings.

2. Additional Services

   Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:
   - Construction phase services.
   - Redesign to reflect project scope changes requested by the City required to address changed conditions or change in direction previously approved by the City, mandated by

changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor.

- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the City.
- Attendance at Public Meetings.
- Additional sets of bidding documents.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
- Any services not listed in the Scope of Services.

SCHEDULE

Engineer is authorized to commence work on the Project upon execution of this mutually acceptable Amendment and agreed to complete the services in accordance with the schedule outlined in the Professional Services Agreement, Contract No. 17130 for Engineering Services.

Exhibit B - Fee Schedule
City of Lubbock - 22B
34th Street Amendment #2 - Upland Ave to Milwaukee Ave
7/31/2024

Task No.	Task Name (Lump Sum)	Kimley-Horn	Hugo Reed	Rios	Atlas	Subtotal
1	Project Management	$ -	$ -	$ -	$ -	$ -
2	Design Survey	$ -	$ -	$ -	$ -	$ -
3	Final Design	$ -	$ -	$ -	$ -	$ -
4	Drainage Analysis	$ -	$ -	$ -	$ -	$ -
5	Drainge Plans	$ -	$ -	$ -	$ -	$ -
6	Water Line Relocation	$ -	$ -	$ -	$ -	$ -
7	Traffic Signal Design	$ 39,500.00	$ -	$ -	$ -	$ 39,500.00
Total Contract Fee		$ 39,500.00	$ -	$ -	$ -	$ 39,500.00

Kimley-Horn will perform the services in Task 7 for the total lump sum fee of $39,500.00 inclusive of expenses. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application and similar project fees will be paid directly by the Client. Lump Sum fees will be invoiced monthly based on 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

Resolution No. 2024-R0284
Item No. 5.11
June 11, 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, Amendment No. 1 to the Professional Services Agreement Contract No. 17130 for engineering services for the reconstruction of 34th Street from Upland Avenue to Milwaukee Avenue, by and between the City of Lubbock and Kimley-Horn and Associates, 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 June 11, 2024.

TRAY PAYNE, 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 17130 KH 34th Upland to Milwaukee
5.21.24

Resolution No. 2024-R0284

Amendment 1
To Agreement Between
The City of Lubbock, TX
and
Kimley-Horn and Associates, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 14th day of February, 2023, Contract No. 17130, by and between the City of Lubbock ("City") and Kimley-Horn and Associates, Inc. ("Engineer").

Engineer is providing professional design services for the reconstruction of 34th Street from Upland Avenue to Milwaukee Avenue (the "Activities").

The Parties entered into a six (6) month extension for services on February 2, 2024.

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

WITNESSETH:

The City and Engineer 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 one hundred fifty-eight thousand dollars and NO/100 ($158,000.00). The contract term shall be extended for, and Engineer shall complete the services in Exhibit "A" within, three hundred sixty-five (365) days.

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 11th day of June 2024.

CITY OF LUBBOCK

TRAY PAYNE, Mayor

ATTEST:

Courtney Paz, City Secretary

Kimley-Horn and Associates, Inc.

Kevin Hoppers, P.E., Sr. Vice President

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

EXHIBIT A – Amendment 01
Engineering Scope of Services
34th STREET RECONSTRUCTION
From Upland Avenue to Milwaukee Avenue
City of Lubbock

PROJECT UNDERSTANDING

The project consists of providing the following services to revise the design of the 34th Street project due to unforeseen utility conflicts and is related to Professional Services Contract 17130 for Engineering Services:

- Project management
  - Coordination with the City's Upland Avenue (50th to 34th) project team
  - Coordination with the City's Upland Avenue (34th to 19th) project team
- Design Survey
- Design of 5-Lane Roadway
  - Includes 10' Shared-Use Path (SUP) on the south side of the road where feasible
  - Includes 6-lane approaches at Upland Avenue Intersection
  - Includes 8-lane eastbound approach at Milwaukee Avenue Intersection
- Drainage Analysis
- Design of Drainage Channel where required
- Three cross culvert designs
  - Near the Upland intersection
  - 80-ft east of Quincy intersection
  - 550-ft east of Quincy intersection
- Design of City water line relocation
- Plan set development from 30% to Final Design (100%)
- This supplemental will consist of two design submittals (90% and Final Design) and consist of addressing one round of comments from the 90% and Final Design review meetings respectively.

Exhibit A - SCOPE

1. **34th Street – Upland Ave to Milwaukee Ave**
   - 1.1. Project Management
     - 1.1.1 Administration/Correspondence
     - 1.1.2 Prepare an updated design schedule that reflects additional time due to utility issues
     - 1.1.3 Progress Meetings
     - 1.1.4 Coordination with City's Upland project team

2. Design Survey (By Subconsultant)

2.1. Revise the 34th street existing boundary survey to include recently constructed development at the southeast corner of Upland and 34th street. Updated boundary survey shall consist of:

- 2.1.1 Property boundary
- 2.1.2 Existing pavement, curbs, sidewalks, barrier free ramps, etc.
- 2.1.3 Driveways (including material)
- 2.1.4 Parking lots within 20-ft of proposed ROW.
- 2.1.5 Existing culvert sizes, invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls
- 2.1.6 Existing driveways and swales
- 2.1.7 Visible utilizes consisting of: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities.
- 2.1.8 Signs (excluding temporary signs)
- 2.1.9 Buildings and permanent structures

Collect additional survey data for Temporary Construction Easements (TCEs) at three (3) driveways

3. Final Design

3.1. QA/QC

- 3.1.1 Engineer will perform an internal review prior to all submittals (90% and Final) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City.

3.2. Coordination with Subconsultants

3.3. Roadway Design (PS&E) - Roadway plans consisting of the updated design for the following:

- 3.3.1 Proposed easement locations (if any)
- 3.3.2 Proposed sidewalk and SUP locations
- 3.3.3 Proposed residential and commercial driveways
- 3.3.4 Project layout
- 3.3.5 Typical sections
- 3.3.6 Traffic control phasing plans
- 3.3.7 Horizontal alignment data
- 3.3.8 Vertical alignment data
- 3.3.9 Plan and profile sheets
- 3.3.10 Pavement marking layouts
- 3.3.11 Barrier free ramps
- 3.3.12 Intersection layouts

3.4. Revised centerline alignment and horizontal curve data

3.5. Revised centerline profile

3.6. Revised roadway linework

3.7. Reanalyze all driveways within the project and develop driveway profiles as needed. Driveways will typically be defined vertically by spot elevations.
3.8. Update Final 3D roadway model.
3.9. Updated design cross-sections
  3.9.1 Develop on 50-ft station intervals and at driveway centerlines.
  3.9.2 Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, and sidewalks.
  3.9.3 Cross-sections will not be provided in the bid documents but will be made available to prospective bidders
3.10. Traffic Control
  3.10.1 Develop construction sequence plan showing:
    - Travel lanes and construction area for each phase of construction.
    - Temporary signing and striping, barricades, and other channelization devices.
    - Develop TCP typical intersection staging plans for similar intersections.
    - Develop custom intersection staging layouts for special conditions.

4. Drainage Analysis

4.1. Drainage Analysis
  4.1.0 Perform hydrologic and hydraulic modeling using ICPR4 for proposed channel improvement alternatives on the north side of 34th Street.
  4.1.1 Recommend drainage improvements consisting of:
    - Roadway profile,
    - Channel cross section materials,
    - Sizing of culverts,
    - Channel outfall design recommendations.
4.2. Deliverables
  4.2.0 Updated Hydrologic and hydraulic data sheets,
  4.2.1 Stormwater routing sheets documenting proposed flow depths.

5. Drainage Plans

5.1. Revised drainage plans to consist of the following:
  5.1.1 Provide Drainage Area Map complete with time of concentration routes, curve numbers calculated as per the Drainage Criteria Manual (DCM) for each drainage area, drainage area denoted in acres, and all necessary points of interest labeled.
  5.1.2 Provide hydrologic and hydraulic data sheets showing the necessary calculations and assumptions.
  5.1.3 Provide drainage channel grading plan.
  5.1.4 Provide drainage culvert plans, profiles, and supporting details.
  5.1.5 Provide depth of flow indications for the 100-year design storm within ROW and any corresponding finished floor elevations.

6. Water Line Relocation

6.1. The Engineer will prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 11"x17" plan and profile sheets. The Engineer will design up to 6,270 linear feet of water line. The Engineer will provide the following information on the plan sheets:

6.1.1 General Sheets

- Location Map
- General Notes
- Water Line Site Schematic
- Horizontal/Vertical Control

6.1.2 Water Line Plan and Profile Sheets

- Plan View
  - Control data
  - Existing right-of-way and easements
  - Existing topography
  - Existing pavement
  - Existing trees
  - Existing driveway locations
  - Existing storm drain and culvert locations
  - Existing water lines and appurtenances
  - Existing sanitary sewer lines and manholes
  - Existing franchise utility locations (based upon SUE and franchise utility information)
  - Proposed roadway improvements
  - Proposed drainage improvements
  - Proposed centerline alignment
- Profile View
  - Existing ground profile
  - Proposed roadway profile
  - Proposed water line alignment
    - A profile view for the proposed water line alignment will be designed for all water lines.
  - Existing utility crossings
  - Proposed drainage crossings

6.1.3 Construction Details

- Engineer will utilize applicable City standard details.

6.2. Prepare preliminary opinion of construction costs (OPCC)

6.2.1 Because the Engineer does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding market conditions, and opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on

the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

6.3. Preliminary design review meeting
  6.3.1 Engineer will prepare for and attend one (1) virtual meeting with the City to review preliminary design plans and OPCC.

6.4. The Engineer will prepare the final plans and OPCC by incorporating the comments received from the preliminary design review meeting (one (1) round of comments is anticipated for this effort).

6.5. Contract Documents
  6.5.1 Prepare specifications, which will consist of technical specifications for materials and installation of the proposed facilities. Specifications shall consist of City standard and non-standard technical specifications for materials and installation of the proposed facilities.

6.6. Prepare final OPCC.

6.7. Deliverables
  6.7.1 One (1) .pdf copy of the preliminary design complete plans and OPCC for review and comment.
  6.7.2 One (1) .pdf copy of final plans, specifications, contract documents and an OPCC for bidding.

7. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Construction phase services.
- Redesign to reflect project scope changes requested by the City required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor.
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the City.
- Attendance at Public Meetings.
- Additional sets of bidding documents.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
- Any services not listed in the Scope of Services.

Kimley»Horn

Exhibit B - Fee Schedule
City of Lubbock - 22B
34th Street Amendment #1 - Upland to Milwaukee
3/29/2024

Task No.	Task Name (Lump Sum)	Kimley-Horn	Hugo Reed	Rios	Atlas	Subtotal
1	Project Management	$ 13,300.00	$ -	$ -	$ -	$ 13,300.00
2	Design Survey	$ -	$ -	$ -	$ -	$ -
3	Final Design	$ 60,900.00	$ -	$ -	$ -	$ 60,900.00
4	Drainage Analysis	$ -	$ 30,000.00	$ -	$ -	$ 30,000.00
5	Drainge Plans	$ -	$ 9,700.00	$ -	$ -	$ 9,700.00
6	Water Line Relocation	$ 44,100.00	$ -	$ -	$ -	$ 44,100.00
Total Contract Fee		**$ 118,300.00**	**$ 39,700.00**	$ -	$ -	**$ 158,000.00**

Kimley-Horn will perform the services in Tasks 1-6 for the total lump sum fee of **$158,000.00** inclusive of expenses. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application and similar project fees will be paid directly by the Client. Lump Sum fees will be invoiced monthly based on 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

Resolution No. 2023-R0061
Item No. 5.14
February 14, 2023

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17130 for the reconstruction of 34th Street from Upland to Milwaukee – 22B, 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 February 14, 2023.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No. 17130 – KH 34th St Upland-Milwaukee
2.1.23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. _17130__is entered into this 14thday of____February____, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Kimley-Horn and Associates, Inc., (the" Engineer"), a North Carolina corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the reconstruction of 34th Street from Upland to Milwaukee – 22B, (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 _14_ months. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $1,161,600, 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 validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

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

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Engineer and the City agree that the Engineer shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Engineer has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Engineer and the Engineer's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or

regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Engineer may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Engineer, as set forth on Exhibit "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 CAUSED BY OR RESULTS FROM , 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. SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE SECTION 271.904

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:

Kimley-Horn and Associates, Inc.

Leslie Bruce, P.E.
1207 Ave F NW, Suite 1
Childress, Texas 79201
Telephone: 940-226-4218

Email: leslie.bruce@kimley-horn.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.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: zfekete@mylubbock.us
Telephone: 806-775-3317

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Engineer non-confidential studies, reports and other available data in the possession of the City pertinent to the Engineer's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Engineer's Services under this Agreement (the "Provided Data"). The Engineer shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. The Engineer shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Engineer's books and records with respect to this Agreement between the Engineer and the City.

C. Records. The Engineer shall maintain records that are necessary to substantiate the services provided by the Engineer. D. Assignability. The Engineer may not assign this Agreement without the prior written approval of the City.

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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

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

N. 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.

O. 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.

P. 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.

Q. Texas Government Code 2274. By entering into this Agreement, Engineer verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive

that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Engineer is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Engineer verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

R. Engineer represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Engineer is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Engineer verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

S. 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.

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EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Kimley-Horn and Associates, Inc.

By: _____

Kevin Hoppers, P.E., Sr. Vice President

EXHIBIT A

Engineering Scope of Services

34th Street reconstruction – Upland Ave to Milwaukee Ave

City of Lubbock

Project Understanding

1. Existing corridor:
    a. Existing 2-lane HMAC pavement
    b. Upland intersection throat width east approach: 2 lanes
    c. Milwaukee intersection throat width west approach: 7 lanes with additional southbound right turn lane
    d. Existing curb and gutter located along the road intended for future widening to full 7-lane roadway
    e. 50-ft drainage easement (running north-south) on the north side of the road at the El Mirador apartment complex
    f. ROW easement along south side of the road on the west end of the project. Located in front of two commercial plots and future neighborhood.
2. Proposed improvements include:
    a. Develop 5-lane HMAC proposed roadway (concrete pavement as a bid alternate)
    b. Develop construction plans for the ultimate 5-lane configuration
    c. 7-lane approaches at Upland Avenue and Milwaukee Avenue intersections (concrete approach legs)
        i. Includes approach improvements for full intersection and transition to existing west of Upland
    d. Cross culverts 530-ft east of Quincy Ave located at the El Mirador apartments
        i. Drainage channel as required
    e. Utility adjustments
3. Special Considerations for this project
    a. Design will be coordinated with Upland Avenue Design being performed by others.

The professional services generally will consist of:

- Design survey
- Existing Right-of-way (ROW) survey
- ROW and easement acquisition services
- Subsurface Utility Engineering (SUE)
- Geotechnical investigation
- Franchise Utility Coordination
- Drainage study and associated design of channel and culvert improvements
- Roadway design for 5-lane configuration, including two bid alternatives for use on HMAC or concrete pavement
- Minor water and sanitary sewer adjustments

- Adjustments to Upland Avenue intersection East and West approaches
- Traffic control plans
- Bidding Phase support services

The Project will be designed in accordance with City design and construction standards throughout the project.

1. Design Survey (by Subconsultant)

1.1. Survey Data – develop an existing boundary survey and existing topographic data within the limits of this project.

1.1.1 Data Collection and Property Research – Subconsultant will collect available data to determine the boundary locations and owner information for all adjacent properties within the project limits.

- Design Survey
- The limits of the survey along 34th Street will extend from the west side of Upland Avenue (approx. 800-ft from center of the intersection) to the east side of Milwaukee Avenue (approx. 400-ft from east curb return. The survey will consist of the existing and proposed right-of-way width of 110', and where subdivisions and structures are encountered adjacent to 34th Street. Data will be collected a minimum of 20-feet beyond the right-of-way or drainage easement limits.
- The following areas shall also be surveyed:
  - Minor Cross Streets - 100-feet north and south of the proposed 34th Street centerline at every minor cross street.
  - Finished floor elevations of existing structures adjacent to the ROW as needed
- Place five (5) control monuments with aluminum caps in concrete. Establish horizontal state plane coordinates (NAD 83) using GPS. Establish vertical control coordinates on NAVD 88. Monuments will be set to accommodate the limits of construction where possible.
- Perform a field survey to identify and locate existing topographic elements within the roadway corridor consisting of the following:
  - Evidence of property boundary locations adjacent to the corridor.
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
  - Roadway and lane striping along 34th Street and intersecting streets.
  - Driveways (including material).
  - Parking lots within 20-ft of proposed ROW.
  - Alleys (including material).
  - Existing culvert sizes and invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls.
  - Existing driveways and swales.
  - Visible utilities consisting of: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities.

- Traffic signal poles, cabinets, and other signal equipment, if present.
- Signs (excluding temporary signs).
- Trees (larger than 6" caliper) and tree clusters.
- Buildings and permanent structures.
- Retaining walls.
- Fence/wall limits and material types (excluding temporary fences).
- Other applicable physical features that could impact design.
- Perform field survey to collect utility location marking as marked by the SUE subconsultant.

1.2. Prepare a final topographic drawing in digital format (including contours and break lines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions

2. Right of Way Survey and Services (by Subconsultant)

2.1. Provide Existing ROW Base Map

2.1.1 The existing right of way base map will consist of the following:

- Parcels and easements with current recording information.
- Current property owner.
- Existing platted easements and easements available in the public record including easements provided by utility companies.
- Relate ROW to Roadway center line if Section Line differs.

2.2. Perform the following ROW services in support of the City of Lubbock to acquire the needed property to construct the proposed roadway improvements.

2.2.1 Schedule and coordinate property appraisals.

2.2.2 Obtain Title Reports for each parcel to determine proper owner for negotiations.

2.2.3 Conduct appraisals on 6 parcel to determine fair market value for the purchase of right-of-way.

2.2.4 Negotiate with property owners on behalf of City of Lubbock -(up to 5 contacts) for purchase of roadway easement on 6 parcels.

2.2.5 Obtain final approval from City of Lubbock prior to making offers and prior to making final agreement in negotiations.

2.2.6 Deliver properly executed documents to the City of Lubbock.

2.3. Prepare right of way instruments (6 parcels anticipated)

2.4. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:

2.4.1 Parcel number.

2.4.2 Area required.

2.4.3 Area remaining.

2.4.4 Legal description.

2.4.5 Current owner.

2.4.6 Easements locatable in the public record.

2.4.7 All physical features.

2.4.8 Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

3. Subsurface Utility Engineering (SUE) (by Subconsultant)

3.1. Utility Data – Franchise Utilities

3.1.1 The scope will consist of Quality Level (QL) B Subsurface Utility Engineering (SUE) Investigation, which is inclusive of (QL) D and C. The Engineer will obtain information on existing utilities from utility owners and shall identify and evaluate known existing and proposed public and private utilities. The Engineer will identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the roadway design and PS&E. The Engineer will prepare a base map depicting the utility locations.

3.1.2 Utility investigations, both subsurface and above ground, will be prepared in accordance with ASCE C-1 38-02 and according to the Utility Quality Levels as described below:

- Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
- Quality Level D - Existing Records: Utilities are plotted from review of available existing records. Level D is included in this scope of work.
- Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed ROW, additional areas outside the proposed ROW, and distances or areas to be included along existing intersecting roadways. Level C is included in this scope of work.
- Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed ROW, additional areas outside the proposed ROW, and distances or areas to be included along existing intersecting roadways. Level B is included in this scope of work.
- Quality Level A – Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and

recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A. Level A is NOT included in this scope of work.

3.1.3 The Engineer will compile "Record Drawing" information from plans, plats and other location data as provided by the utility owners. A color-coded composite utility facility plan with utility owner names, quality levels and line sizes shall be prepared and delivered. It is understood by the Engineer that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". Above ground appurtenance locations collected as part of the topographic survey will be included in the deliverable to the City. This information shall be provided in the latest version of Micro Station or GeoPak used by the City.

3.1.4 Deliverables:

- The electronic file will be delivered in digital format and PDF

4. Geotechnical Investigation (by Subconsultant)

4.1. Subsurface Exploration

4.1.1 Roadway

- Seven (7) soil bores between the pavement and the ROW at locations to be determined by the Engineer; to determine the quality of subgrade and whether the insitu soil will be suitable for roadway embankment (soil classification, moisture, relative density, etc.)
- Soil samples will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture loss.
- Atterberg limits will be performed to determine the engineering properties of the soil.

4.2. Laboratory Services

Samples will be transported to the Subconsultant's laboratory where they will be examined and visually classified by a Geotechnical Engineer using the AASHTO and Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

Laboratory Test	**Test Standard**
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140
California Bearing Ratio (CBR)	ASTM D 1883

4.3. Engineering Services

4.3.1 Laboratory test results will be used to classify the soils according to the AASHTO and Unified Soil Classification System. Subconsultant will perform CBR's on selected samples to aid in the determination of the modulus of subgrade reaction or k-value used in rigid pavement design and the subgrade resilient modulus used on flexible pavement design.

2.1.2 Pavement Design: Subconsultant will analyze the results of the field exploration to provide pavement structure recommendations along with construction guidelines based on the results from the field and laboratory testing and provided traffic data. Subconsultant will prepare two (2) pavement options: one (1) pavement design option for rigid pavement and one (1) pavement design option for flexible pavement.

5. Franchise Utility Coordination/Relocations (Engineer)

5.1. Coordination

5.1.1 At start up, send project notice to all franchise utilities via registered certified mail to provide project limits and schedule for construction.

5.1.2 Data Collection and Research

- Update and maintain database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.).
- Prepare exhibit that indicates franchise utility locations based upon SUE and survey.
- Coordination with Surveyor regarding topographic information to be collected on utility locations.

5.1.3 Franchise Conflicts Evaluation

- Coordinate possible conflicts due to vertical alignment of roadway and drainage facilities with SUE..
- Coordinate utility relocation assignments and schedule

5.1.4 Schedule, prepare for, attend and document up to four (4) franchise utility coordination meetings (one coordination meeting to be held at each of the following milestone submittals: project start-up, 30% (Preliminary Design), 90% and 100% design submittal). Meetings will address known potential conflicts and for immediate relocation prior to roadway construction.

5.1.5 Engineer will work with franchise utilities to develop relocation plans to be prepared by the utility companies and initiated prior to bidding.

6. Preliminary Design

6.1. Project Management

6.1.1 Conduct progress and design review meetings to monitor the development of the project. During the design phase of the project, conduct the following:

- One (1) project kickoff meeting with the City
- Two (2) progress meetings with the City regarding project status and coordination issues.
- One (1) design review meeting on the preliminary milestone (30% Design) .

- For all meetings, the Engineer will prepare the meeting agendas and minutes.

6.1.2 Coordinate with subconsultants (geotechnical, drainage, survey, and SUE).

6.1.3 Prepare and e-mail monthly progress reports to the City.

6.1.4 Maintain Project Schedule

- Develop work plan (identify tasks and subtasks).
- Develop roles and assignments.
- Develop and maintain schedule and interim milestones.

6.1.5 Prepare Design Criteria (coordinate with City at kickoff meeting)

6.1.6 QA/QC milestone review for all deliverables in the Preliminary Design Phase.

- Perform an internal review of the preliminary designs in accordance with quality assurance standards established for this project.
- QC/QA comments will be collected from each reviewer, documents, and comments addressed prior to review meeting with City.

6.1.7 Project Administration

- Prepare project correspondence, and invoicing documents.

6.2. Data Collection (City to provide hard copy and electronic format if available)

6.2.1 Roadway Data

- Electronic design files from improvements and any other plans available along the project limits.

6.2.2 Drainage Data

- Aerial and LiDAR information.
- Existing storm drainage facilities / record drawings.
- Existing hydraulic models.

6.2.3 Utility Data (Public Utilities) – Coordination with City

- Existing water line locations / record drawings.
- Water master plan requirements.
- Existing storm sewer line locations / record drawings.
- Storm sewer master plan requirements.

6.3. Preliminary Design Schematic (30%)

6.3.1 Prepare the schematic roadway design for a Principal Arterial (Modified) typical section as depicted in the 2018 City of Lubbock Master Thoroughfare Plan. This is a five (5) lane roadway section within a typical 110' right of way.

- Prepare typical sections
  - Existing and Proposed
  - Depict subgrade and pavement
- Prepare preliminary plan and profile (roll plot format), which will consist of the following items:
  - Control data
  - Existing / proposed right-of-way
  - Existing topography
  - Existing pavement
  - Proposed centerline alignment and horizontal curve data

- Proposed face of curb
- Proposed medians (if applicable)
- Proposed transition pavement tie-ins to existing pavement
- Proposed storm sewer and culvert alignments and sizes
- Existing/Proposed traffic signal poles
- Existing trees to remain (if possible)
- Existing trees to be removed
- Existing driveway locations
- Proposed commercial driveways (proposed residential driveways will be included in the final design)
- Existing culvert and/or storm drain locations
- Existing water line locations
- Existing sanitary sewer line locations
- Existing franchise utility locations (relying upon information provided by franchise utilities and the data collected as part of the SUE)
- Existing ground profile
- Proposed vertical alignment at proposed center line
- Proposed cross drainage culverts
- Superelevation data

- Prepare Preliminary 3D roadway model
- Prepare Design Cross Sections on 11" x 17" sheets

6.3.2 Drainage

- Coordination with drainage analysis subconsultant regarding:
  - Roadway profile
  - Channel cross section and materials
  - Culvert sizing
  - Playa overflow limits and pavement recommendations
- Prepare plan and profile for proposed 40-ft. wide drainage channel.
- Prepare plan for various side street cross culverts to convey drainage channel flows.
- Prepare plan and profile for 34th Street cross culvert just east of Quincy Avenue at the El Mirador apartment complex.

6.3.3 Playa Cut/Fill Plan

- Compute fill volume proposed for roadway improvements within the limits of the 100-year water surface elevation of Playa 103
- Prepare preliminary grading plan of excavation area

6.3.4 Utilities

- Existing Public Utilities
  - Graphically designate on the schematic the location of existing public utilities based upon information provided by the City .
  - Identify public utility conflicts with proposed roadway.
  - Coordinate with the City to identify the need for extending new public utilities in the ROW ahead of paving.
- Public Utilities Design

- Establish the preliminary location of proposed, relocated public utilities to avoid conflicts with proposed improvements.
- Establish the preliminary location of new public utilities to be installed in the ROW ahead of the paving project.

6.3.5 Traffic

- Traffic Signals – indicate on the schematic the intersections which could potentially warrant a future traffic signal.
- Traffic Control Plan – Engineer will develop a conceptual traffic control plan to determine how the project will be phased and constructed to provide access to adjacent properties during construction.
- Develop phased cross sections based on conceptual traffic control plan

6.4. Construction Cost Projection (Or Opinion of Probable Cost)

6.4.1 Perform quantity takeoff and develop construction cost projection.

6.4.2 Evaluate both municipal and TxDOT bid tabulations for current trends in unit prices. Because the Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

6.5. Preliminary Design Schematic Deliverables (roll plot) – The roll plot schematic will be finished to a level of detail that is equivalent to a 30% complete plan set – but in roll plot format.

6.5.1 Deliverables will consist of the following:

- Schematic Roll Plot document
- Design cross sections
- Preliminary opinion of probable construction cost
- Preliminary Traffic Control Plan and Sequence

7. Drainage Analysis (by Subconsultant)

7.1. Perform the following drainage analysis tasks in support of the roadway and drainage improvements design.

7.1.1 Data collection

- Subconsultant will collect and review approved drainage analysis studies and reports as provided by the City of Lubbock.
- Subconsultant will extract data from current City of Lubbock Master Drainage plan models as necessary.

7.1.2 Existing conditions analysis

- Develop existing conditions hydrology.
- Develop existing hydraulic cross sections and existing drainage improvement data for modeling.
- Model existing conditions in ICPR4.

7.1.3 Proposed improvements analysis

- Import sub-basin limits and hydrologic data from 2018 MDP Update models (if available).
- Update design hydrologic data as needed.
- Develop model hydraulic network from proposed roadway profile and typical sections.
- Develop proposed drainage improvements for initial modeling.
- Model proposed roadway and drainage improvements in ICPR4, iterate model to develop drainage improvement recommendations.
- Recommend drainage improvements consisting of:
  - Roadway profile
  - Channel cross section and materials
  - Culvert sizing
  - Playa overflow limits and pavement recommendations

7.1.4 Deliverables

- Drainage area map for PS&E package
- Hydrologic and hydraulic data sheets for PS&E package
- Stormwater routing sheets documenting proposed flow depths

8. Final Design

8.1. Project Management

8.1.1 Progress and Review Meetings:

- Schedule, prepare for, attend, and document three (3) progress meetings and one (1) review meeting to monitor the development of the project.
  - Progress meetings will be held to discuss design issues and progress of plan production.
  - Review meeting will be conducted at 90% Submittal.

8.1.2 Site Visits - Attend up to five (5) site visits during the final design phase to take photos, field measurements, and a plans-in-hand walk-through.

8.1.3 Coordinate with subconsultants.

8.1.4 Prepare and e-mail monthly progress reports to City.

8.1.5 QA/QC

- Engineer will perform an internal review prior to all submittals (90% and Final) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City.
- City review comments will be documented and addressed after the 90% review meeting. Engineer will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.

8.1.6 Project Administration

- Prepare project correspondence and invoicing documents.

8.2. Roadway Design (PS&E)

8.2.1 Prepare plan / profile sheets on 11" x 17" plan sheets at a scale of 1" = 100' horizontal, and 1" = 10' vertical. (Start with 30% Rolls)

- In addition to the items included in the preliminary design submittal, the PS&E will consist of the following items:
  - Proposed easement locations (if any)
  - Proposed sidewalk locations
  - Proposed residential and commercial driveways
  - Horizontal alignment data
  - Traffic Control Phasing layouts
  - Pavement marking layouts
  - Erosion control plans
  - Barrier free ramps
  - Demolition plan
  - Intersection layouts
  - Small sign summary
  - Standard design details
  - TxDOT standards

8.2.2 Analyze all driveways within the project and develop driveway profiles as needed. Driveways will typically be defined vertically by spot elevations.

8.2.3 Develop Final 3D roadway model.

8.2.4 Prepare design cross-sections

- Develop on 50-ft station intervals and at driveway centerlines.
- Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, and sidewalks.
- Cross-sections will not be provided in the bid documents but will be made available to prospective bidders.

8.2.5 Prepare roadway details to clarify intent of design.

8.2.6 Compile applicable City standard details. Modify standard details as needed.

8.2.7 Pavement Markers and Marking Plans

- Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD).
- Prepare details to clarify intent of design.
- Compile applicable City standard details. Modify standard details as needed.
- Signing layout and design will not be provided.
- List the signs on the TxDOT standard summary sheets together with totals for each mount type.

8.3. Drainage Plans

8.3.1 Plan Production

- Provide Drainage Area Map complete with time of concentration routes, curve numbers calculated as per the Drainage Criteria Manual (DCM) for each drainage area, drainage area denoted in acres, and all necessary points of interest labeled.
- Provide hydrologic and hydraulic data sheets showing the necessary calculations and assumptions.
- Provide drainage channel grading plan.

- Provide drainage culvert plans, profiles, and supporting details.
- Provide erosion control plans, details, and SWPPP.
- Provide depth of flow indications for the 100-year design storm within ROW and any corresponding finished floor elevations.
- Prepare a Floodplain Development Permit.
- Provide drainage technical specifications for erosion control methods and any off-site earthwork.
- Evaluate impact of the TCP on surrounding drainage and provide interim drainage plan, if needed.

8.4. Playa Cut/Fill Plan

8.4.1 Plan Production

- Compute final fill volume proposed for roadway improvements within the limits of the 100-year water surface elevation of Playa 103.
- Grading plan for excavation area within Playa 103.
- Cross sections showing 100-YR PWSE, existing ground profile and proposed ground profile.
- Volumetric data.

8.5. Utilities - Public

8.5.1 Water and Sewer Adjustments

- Adjustments to existing water valves and manholes will be specified in the plans. Prepare special utility details to clarify intent of design (if needed).

8.5.2 Compile applicable standard details. Modify standard details as needed.

8.6. Traffic

8.6.1 Traffic Signals

- Traffic signal signal design will not be part of this scope of work. Upland intersection to remain a stop-controlled intersection.
- Adjustments to Milwaukee and 34th traffic signal to be coordinated with City of Lubbock Traffic Department.

8.7. ITS

8.7.1 Design and install conduit, cable, and ground boxes for ITS connections of traffic signals.

8.8. Traffic Control Plans

8.8.1 Develop construction sequence plan showing:

- Travel lanes and construction area for each phase of construction.
- Temporary signing and striping, barricades, and other channelization devices.
- Narrative of the sequence of work.
- Public utilities construction phasing (if needed).
- Adjacent property access during construction.

8.8.2 Develop typical TCP cross sections showing lane widths, edge conditions, channelization and proposed construction area.

8.8.3 Develop TCP typical intersection staging plans for similar intersections. Develop custom intersection staging layouts for special conditions.

8.8.4 Develop TCP typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.
8.8.5 Prepare traffic control details to clarify intent of design
8.8.6 Compile applicable TxDOT standard details. Modify standard details as needed.

8.9. Illumination
8.9.1 Design of pavement illumination systems to provide lighting levels in accordance with applicable local codes and Illuminating Engineering Society of North America (IESNA) recommended practices.
8.9.2 Prepare a photometric layout and perform one iteration of the photometric layout based on the City's review.
8.9.3 Prepare illumination construction plans as needed for inclusion in the civil construction documents. The illumination plans will include light pole location data, foundation details, conduit routing, conductor sizing, and electrical service locations.
8.9.4 Provide supporting calculations.
8.9.5 Provide technical specifications for the light poles and fixtures.
8.9.6 Coordinate with local electric service providers for electrical service locations.
8.9.7 Schedule and conduct two (2) meetings with LP&L and/or SPEC and the City to discuss design of the illumination system. Engineer will work to locate overhead utilities such that standard 30, 40' or 50' illumination poles can be installed without conflict with overhead utilities.

8.10. Interim Design Submittal (90%) Deliverables
8.10.1 Submit 90% PS&E in pdf format to the City for review and comment.
8.10.2 This submittal will provide assurance that project scope is addressing project issues, and will allow for design changes with sufficient lead time for minor revisions. Deliverables to be provided with this submittal include:

- Typical Sections (100%)
- Title Sheet (100%)
- Index of Sheets (95%)
- Construction Phasing (100%)
- Traffic Control Plan (100%)
- Plan & Profile Sheets (100%)
- Intersection Layouts (95%)
- Hydraulic Analysis (100%)
- Drainage Details (95%)
- SW3P (100%)
- EPIC Sheet (100%)
- Utility Layouts (100%)
- Signing and Striping Layouts (95%)
- Illumination and ITS Layouts (95%)
- Quantities and Summary Sheets (100%)
- Updated Estimate
- Design Cross-Sections (95%)

8.11. Final Design Submittal (Bid Set) Deliverables

8.11.1 Submit an electronic PS&E file submission as required by City consisting of sealed plan sheets and all supporting documents required for bidding.

8.12. Post Bid Submittal Deliverables

8.12.1 Submit one (1) PDF electronic copy of the plan set, specifications, and addenda after the project's bid opening.

9. Bid Phase Support

9.1. Support City during the bid phase to address and respond to questions from prospective bidders.

9.2. Prepare and submit addenda changes that are necessitated by questions during the bid phase.

9.3. Incorporate addenda changes into the Final Plan Set.

9.4. Assist the City in evaluating the bids and prepare a recommendation letter.

10. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Existing water or sanitary sewer relocations
- Proposed water or sanitary sewer installations
- Landscape design
- Irrigation design
- Traffic signal design
- Construction Contract Administration
- Construction Phase Engineer of Record support services
- Construction Phase RPR services
- Design of structural retaining walls
- Preparation for and attendance at public meetings beyond what was identified in the scope
- Furnish additional copies of review documents and/or bid documents more than the number of the same identified above
- Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

TIME OF COMPLETION

Engineer and Subconsultants are authorized to commence work on the Project upon execution of a mutually acceptable contract and agrees to complete the services according to the following delivery schedule:

• Contract Execution/Notice to Proceed	February 15, 2023
• Design Survey, ROW Mapping, Geotechnical Investigation, SUE, Utility Coordination	June 1, 2023
• Preliminary Design Schematic (30%)	September 1, 2023
• Interim Design (90%)	February 15, 2024
• Final Design (100% complete plan set)	April 1, 2024

- End of Scope Services -

Kimley»Horn

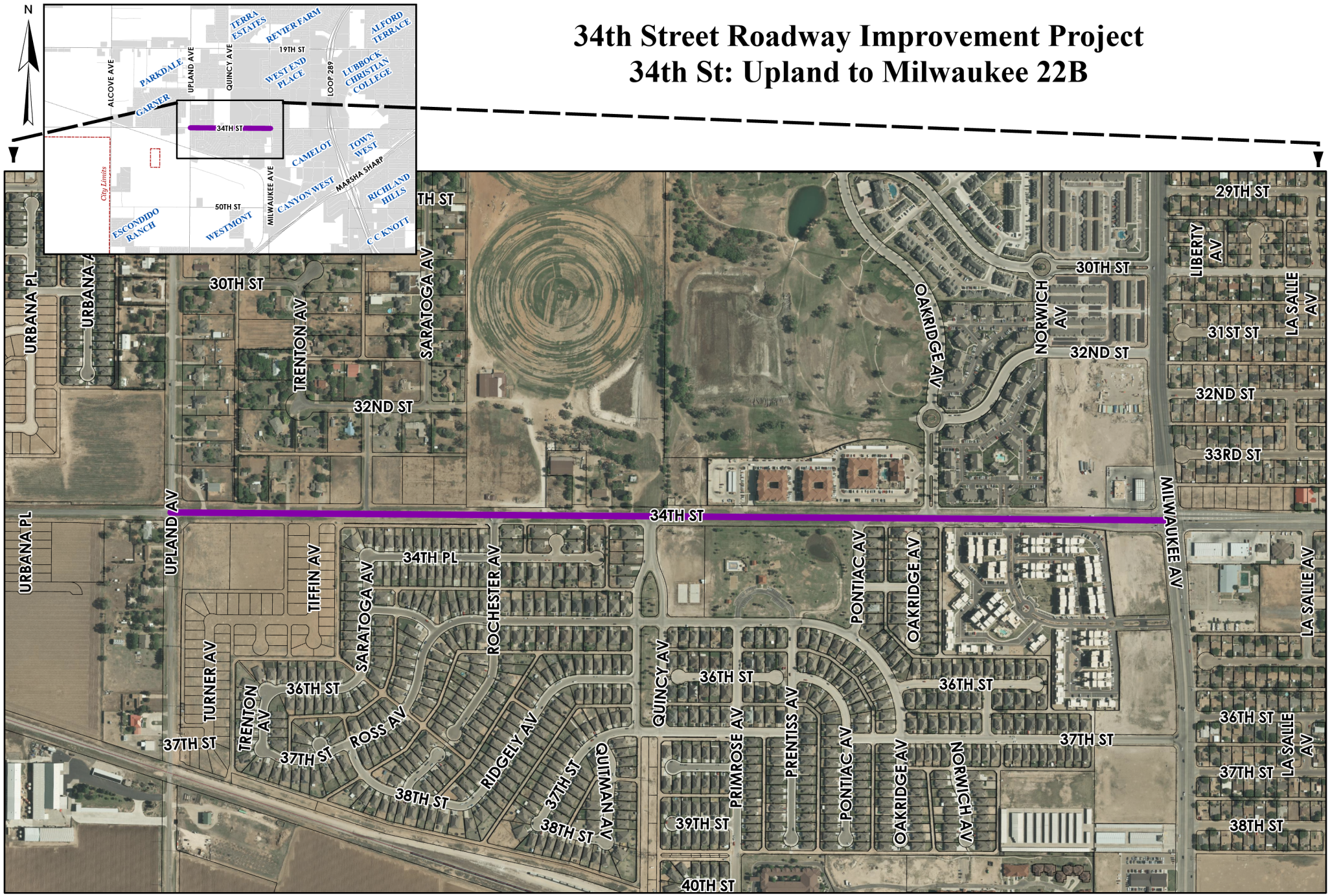
Exhibit B - Fee Schedule
City of Lubbock RFQ #
34th Street - Upland Avenue to Milwaukee Avenue
1/27/2023

Task No.	Task Name (Lump Sum)	Kimley-Horn	Hugo Reed	Rios	Atlas	Subtotal
1	Design Survey	$ 14,350.00	$ 77,605.00	$ -	$ -	$ 91,955.00
2	Right of Way Survey and Services	$ 18,650.00	$ 142,120.00	$ -	$ -	$ 160,770.00
3	Subsurface Utility Engineering (SUE)	$ 9,455.00		$ 36,500.00	$ -	$ 45,955.00
4	Geotechnical Investigation	$ 4,400.00	$ -	$ -	$ 13,500.00	$ 17,900.00
5	Franchise Utility Coord./Relocations	$ 45,100.00	$ -	$ -	$ -	$ 45,100.00
6	Preliminary Design	$ 247,655.00	$ 13,295.00	$ -	$ -	$ 260,950.00
7	Drainage Analysis	$ 35,655.00	$ 68,200.00	$ -	$ -	$ 103,855.00
8	Final Design	$ 369,355.00	$ 39,705.00	$ -	$ -	$ 409,060.00
9	Bid Phase Support	$ 23,655.00	$ 2,400.00	$ -	$ -	$ 26,055.00
Total Contract Fee		**$ 768,275.00**	**$ 343,325.00**	**$ 36,500.00**	**$ 13,500.00**	**$ 1,161,600.00**

Kimley-Horn will perform the services in Tasks 1-9 for the total lump sum fee of **$1,161,600.00** inclusive of expenses. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application and similar project fees will be paid directly by the Client. Lump Sum fees will be invoiced monthly based on 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

34th Street Roadway Improvement Project
34th St: Upland to Milwaukee 22B



0 500 1,000 1,500 2,000 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2021

City of Lubbock
Capital Project
Project Cost Detail
August 27, 2024

Capital Project Number:	92813
Capital Project Name:	34h Street: Upland to Milwaukee - 22B

Encumbered/Expended	**Budget**
Contract 17130 with KHA for Design Services	1,161,600
Staff Time	30,271
Land Acquisition 3402 Upland	500,243
Removal of Improvements	25,760
Surveying	4,500
Advertisement cost	254
Amendment No. 1 to Contract 17130	158,000
Parcel 2 - Land Acquisition	266,513
Agenda Item August 27, 2024	
Amendment No. 2 to Contract 17130	39,500
Encumbered/Expended To Date	2,186,642
Estimated Cost for Remaining Appropriation	
34th Street: Upland to Milwaukee - 22B Construction	14,313,358
Remaining Appropriation	-
Total Appropriation	$ 16,500,000

CIP 92813 34th Street from Upland Avenue to Milwaukee Avenue - 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

34th Street from Upland Avenue to Milwaukee Avenue is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along the 34th street corridor from Upland Avenue to Milwaukee Avenue. The services will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

Project Justification

On November 8, 2022, Lubbock voters approved issuance of a $200 million street improvements bond package for the purpose of providing permanent public improvements. The funding will acquire, construct and reconstruct street improvements, including but not limited to sidewalks, utility line relocations and traffic signalization, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way for the full width dedication.

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2022-23 $2,700,000 was appropriated by Ord. 2022-O0169
- FY 2023-24 $13,800,000 was appropriated by Ord. 2023-O0108

Project Dates

Design Start Date: 02/2023
Design Completion: 11/2024
Bid for Constuction:11/2024
Award Construction: 01/2025
Project Completion: 06/2026

Project Location

34th St - Upland Avenue to Milwaukee Avenue

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$16,500,000	$0	$0	$0	$0	$0	$0
TOTAL	**$16,500,000**	**$0**	**$0**	**$0**	**$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 Obligation Bonds	$16,500,000	$0	$0	$0	$0	$0	$0
TOTAL	**$16,500,000**	**$0**	**$0**	**$0**	**$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**

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Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 18185, with Rink's Lease Services, Inc., for water line relocation ahead of Loop 88 segment 3D, Milwaukee Avenue to Frankford Avenue.

Item Summary

The Texas Department of Transportation (TxDOT) has identified the route for the proposed State Highway Loop 88 outer loop corridor. The limits of the proposed route are currently encompassing existing water infrastructure owned by the City of Lubbock. Pursuant to state rules and current intergovernmental agreements in effect, the City is required to relocate the water infrastructure to a location outside the proposed Loop 88 Right-of-Way.

The City issued a Request for Proposal (RFP) to relocate approximately 6,200 linear feet of a 12-inch water line from Milwaukee Avenue to Frankford Avenue.

In response to RFP 24-18185-TF, the following bids were received and opened on July 30, 2024.

Contractor	Amount
Rink's Lease Service, Inc., Levelland, Texas	$1,185,882.50
Utility Contractors of America, Inc., Lubbock, Texas	$1,313,583.00
RUTS Construction, LLC, Haslet, Texas	$1,299,918.00
Deerwood Construction, Inc., Lubbock, Texas	$1,707,560.50
MH Civil Constructors, Inc., Amarillo, Texas	$2,526,000.00
Tellus Services, LLC, Midland, Texas	$1,587,926.12

The proposals were evaluated using the following criteria: 60 Points for Price, 30 Points for Contractor Qualifications, and 10 Points for Construction Time. After the proposals were evaluated, the following ranking was obtained.

Contractor	Total/100 pts
Rink's Lease Service, Inc., Levelland, Texas	91.79
Utility Contractors of America, Inc., Lubbock, Texas	87.83
RUTS Construction, LLC, Haslet, Texas	82.52
Deerwood Construction, Inc., Lubbock, Texas	72.12
MH Civil Constructors, Inc., Amarillo, Texas	60.62

Tellus Services, LLC, Midland, Texas	59.81

Staff recommends award of the contract to the highest ranked proposer, Rink’s Lease Service, Inc. of Levelland, Texas, in the amount of $1,185,882.50.

Time for substantial completion is 180 calendar days from the Notice to Proceed. This contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

Contract 18185 for $1,185,882.50 is funded in Capital Improvement Project 92857, Loop 88 Segment 3D Water Line.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Bailey Ratcliffe, P.E., Interim Division Director of Engineering/City Engineer

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Attachments

Resolution
Contract 18185 - Rink's Lease Service, Inc
Location Map
CIP 92857 - Cost Detail
CIP 92857 - Project Detail
18185 - 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, Public Works Contract No. 18185 for water line relocation ahead of Loop 88 segment 3D, Milwaukee Avenue to Frankford Avenue as per RFP 24-18185-TF, by and between the City of Lubbock and Rink's Lease Service, Inc. of Levelland, 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 W. 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.Public Works Contract 18185 water line relocate Loop 88
812.24

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: 07/24/2024

PROJECT NUMBER: **RFP 24-18185-TF Water Line Relocation Ahead of Loop 88 Segment 3D, Milwaukee to Frankford**

Proposal of Rink's Lease Service, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 165 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 180 **(to Final Completion)**

(not to exceed 165 consecutive calendar days to Substantial Completion / 180 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **165 Consecutive Calendar Days** with **final completion** within **180 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$200** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$50** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

City of Lubbock, TX
Public Works
RFP 24-18185-TF
Water Line Relocation Ahead of Loop 88 Segment 3D, Milwaukee to Frankford

Rink's Lease Service, Inc. of Levelland, TX

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
General					
#1-1	MOBILIZATION	1	LS	45,000.00	45,000.00
#1-2	TRAFFIC CONTROL	1	LS	6,000.00	6,000.00
#1-3	SWPP	1	LS	7,500.00	7,500.00
#1-4	TRENCH SAFETY	6640	LF	1.65	10,956.00
#1-5	12-inch PVC C900 by Open Cut	6198	LF	72.00	446,256.00
#1-6	12-inch PVC C900 in Casing	442	LF	115.00	50,830.00
#1-7	6-inch PVC by Open Cut	58	LF	66.00	3,828.00
#1-8	20-inch Steel Casing by Open Cut	269	LF	230.00	61,870.00
#1-9	20-inch Steel Casing by Other than Open Cut	58	LF	470.00	27,260.00
#1-10	24-inch Steel Casing by Open Cut	125	LF	275.00	34,375.00
#1-11	24-inch Steel Casing (Split) by Open Cut	305	LF	485.00	147,925.00
#1-12	12-inch Gate Valve	11	EA	6,675.00	73,425.00
#1-13	6-inch Gate Valve	6	EA	2,560.00	15,360.00
#1-14	Air Relief Valve in precast vault or manhole	1	EA	26,300.00	26,300.00
#1-15	Hydrant Assembly	6	EA	6,400.00	38,400.00
#1-16	Ductile Iron Fittings	1	LS	40,000.00	40,000.00
#1-17	Seeding	21141	SQ. FT	0.50	10,570.50
#1-18	Asphalt Repair	300	SQ. FT	35.00	10,500.00
#1-19	Remove Existing Waterline and Backfill	5686	LF	14.50	82,447.00
#1-20	Remove and Dispose Existing Hydrants	3	EA	1,800.00	5,400.00
#1-21	Cut and Plug Existing Waterline	6	EA	2,600.00	15,600.00
#1-22	12" x 16" Tapping Sleeve and Valve	1	EA	13,000.00	13,000.00
#1-23	Connect to Existing Waterline	4	EA	3,270.00	13,080.00
		Total (Item 1-1 through 1-23):			$ 1,185,882.50

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of 5% of Total Bid Amount Dollars ($_____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal 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 ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

(Seal if Offeror is a Corporation)

ATTEST:

Leanna Perez

Secretary Leanna Perez

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 7/24/24
Addenda No. 2 Date 7/26/24
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 07/24/2024

Authorized Signature

Randall Middleton, Vice-President
(Printed or Typed Name)

Rink's Lease Service, Inc.
Company

PO Box 456
Address

Levelland, Hockley
City, County

Texas, 79336
State Zip Code

Telephone: 806 - 894-7415
Fax: 806 - 894-3491
Email: randall@rinksls.com

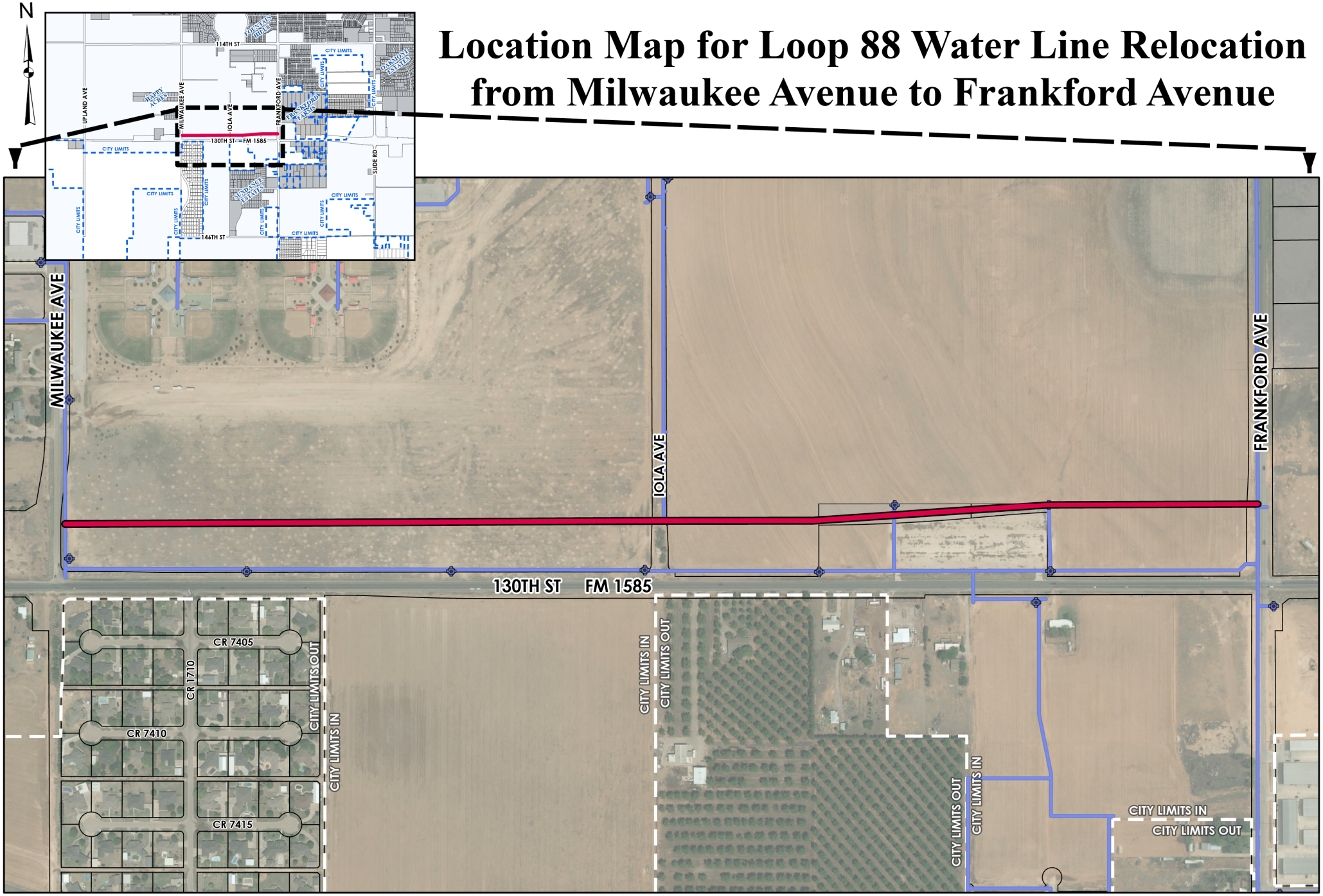
FEDERAL TAX ID or SOCIAL SECURITY No.

752260405

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

Location Map for Loop 88 Water Line Relocation from Milwaukee Avenue to Frankford Avenue



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Proposed Location
Current Water Mains
Fire Hydrants

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

City of Lubbock TEXAS

Digital Orthophotography - May 2023

City of Lubbock
Capital Project
Project Cost Detail
August 27, 2024

Capital Project Number:	92857
Capital Project Name:	Loop 88 Segment 3D Water Line Relocation

Encumbered/Expended	**Budget**
Water Line Easement, Parcel 2, 4 and 5 – SWLLD LLC	44,707
Water Line Easement, Parcel 1- FADEV LLC	10,628
Surveying	450
Staff Time	13,305
Water System Improvements	26,676
Agenda Item August 27, 2024	
Construction Contract 18185 w/ Rink's	1,185,883
Encumbered/Expended To Date	1,226,313
Estimated Cost for Remaining Appropriation	
Construction Loop 88 Segment 3D Water Line Relocation	727,090
Remaining Appropriation	-
Total Appropriation	$1,953,403

92857 Loop 88 Segment 3D Water Line

Infrastructure Improvements

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

The relocation of approximately 6,200 linear feet of 12-inch water lin from Milwaukee Avenue to Frankford Avenue.

Project Justification

The Texas Department of Transportation (TxDOT) has identified the route for the proposed State Highway Loop 88 outer loop corridor. The limits of the proposed route are currently encompassing existing water infrastructure owned by the City of Lubbock. Pursuant to State rules and current intergovernmental agreements in effect, the City is required to relocate the water infrastructure to a location outside the proposed Loop 88 Right-of-Way.

Project Highlights

Council Priorities Addressed:

Project History

Project Dates

Important Future and Past dates examples include:
Bid Date for Design:
Award date for Design:
Design Completion:
Bid Date for Construction:
Award date for Construction:
Begin Construction :
Construction Completion:

Project Location

Loop 88 segment 3D

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$1,953,403	$0	$0	$0	$0	$0	$0
TOTAL	**$1,953,403**	**$0**	**$0**	**$0**	**$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
TxDOT Participation	$1,905,154	$0	$0	$0	$0	$0	$0
Water Fund Cash	$48,249	$0	$0	$0	$0	$0	$0
TOTAL	**$1,953,403**	**$0**	**$0**	**$0**	**$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**

Purchasing and Contract Management

Project Summary

RFP 24-18185-TF
Water Line Relocation Ahead of Loop 88 Segment 3D, Milwaukee to Frankford

Notice was published in the Lubbock Avalanche Journal on July 7 & July 14, 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 July 7 to July 30, 2024.
5 individuals attended the pre-proposal meeting.
54 vendors downloaded the documents using Bonfire.com.
15 vendors were notified separately.
6 vendors submitted proposals.

Information

Agenda Item

Resolution - Public Works Water Utilities: Consider a resolution authorizing the Mayor to execute Contract 18032, with Blue Sky Plumbing, Corp., for installation of water Advanced Meter Infrastructure (AMI) and meter boxes.

Item Summary

In 2019, the City contracted with Itron, Inc. to install advanced water metering infrastructure (AMI) for over 87,000 water meters. The scope of Itron's work included both replacement of analog meters and retrofits on meters that were already AMI compatible. Near the end of Itron's contract period, they returned to the utility approximately 5% of the analog meters that needed to be replaced with an AMI compatible meter. The water utility had over 2,000 analog meters remaining in the distribution system.

In 2023, a subcontractor was hired to complete the work, but the contractor left over 600 meters to be completed. These are mostly large meters and are currently being manually read each month. The purpose of this project is to complete the replacement of analog meters with AMI, and replace meter boxes where appropriate. The contract will ensure all specified areas are transitioned over to AMI in a reasonable time frame.

Requests for Proposals (RFPs) were solicited for Water Meter Infrastructure and Meter Box Installations.

In response to RFP 24-18032-KM, one proposal was received and evaluated on June 20, 2024, using the following criteria: 30 points for experience and qualifications, 30 points for approach and delivery of operations, and 40 points for price.

Contractor	Points (Possible 100)
Blue Sky Plumbing, Corp., Lorenzo, Texas	92

The evaluation committee recommends awarding this contract to the highest ranked proposer, Blue Sky Plumbing, Corp. of Lorenzo, Texas, for $543,773.

Fiscal Impact

Contract 18032 with Blue Sky Plumbing, Corp. of Lorenzo, Texas for $543,773, is funded in Capital Improvement Project 92748, New Water Meter Sets & Meter Replacements.

Staff/Board Recommending

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

Attachments

Resolution - Blue Sky
Contract - Blue Sky
Pricing Summary Sheet
Budget Detail
Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 18032 for water meter infrastructure and meter box installations, by and between the City of Lubbock and Blue Sky Plumbing Corp., of Lorenzo, 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract- 18032 Blue Sky Plumbing

Contract 18032

City of Lubbock
Water Meter Infrastructure and Meter Box Installations

Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2024** ("Effective Date") by and between Blue Sky Plumbing Corp. **(**the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 24-18032-KM, Water Meter Infrastructure and Meter Box Installations 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 Water Meter Infrastructure and Meter Box Installations, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and Exhibit C attached hereto.

Article 1

1.1 The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

1.2 All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

1.3 The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is

on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.4 A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

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

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated

between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract insurance requirements document, this provision shall control.

2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

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

2.14 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract,

either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

2.15 No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

2.16 Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

2.17 Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

2.19 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

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

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Greg Baier, Interim Director of Water Utilities

APPROVED AS TO FORM

_____
Amy Sims, Deputy City Attorney

CONTRACTOR

BY: _____
Authorized Representative

_____
Print Name

7905 E. CR 6000
Address

Idalou Tx 79329
City, State, Zip Code

City of Lubbock, TX
RFP 24-18032-KM
Water Meter Infrastructure and Meter Box Installations

GENERAL REQUIREMENTS

1. BACKGROUND

In 2019, the City of Lubbock Water Utilities (City) implemented an advanced water metering infrastructure. Over 88,635 water meters that were converted, only 665 remain analog. The City is seeking qualifications from experienced Contractors to complete the remaining end of life meters to advanced metering and replacement of meter boxes throughout the City. The project consist of the replacement of water meters for residential, commercial, multi- family and industrial City customers.

The Request for Proposals (RFP) has been issued to provide Contractors with information to prepare and submit a detailed proposal which must satisfy all criteria established in this RFP to qualify for consideration. The goals of the RFP is to identify a Contractor having the experience and financial capability to effectively and efficiently assume the responsibilities outlined. The selected Contractor will be responsible for adhering to all requirements of the specifications and for the performance of all sub-contractor(s).

The scope of work should be completed within twelve months from the execution of the contract. The term of this contract shall commence as soon as possible.

2. PROJECT SCOPE OF WORK

The objective of this RFP is to evaluate and select the Contractor who best meets water meter field installation services and business requirements of water utilities. The City is currently soliciting qualifications to provide desired water meter infrastructure replacement services. The City will provide the following supplies: brass meter, meter box, meter lid, endpoints, and ancillary components. The basic components of the services sought include:

- Replacement of existing water meters with advanced metering infrastructure;
- Replacement or reset of meter boxes and/or lids;
- Managing the inventory of equipment provided by the City during the course of the project;
- Coordination, scheduling, communications, and documentation of all installation services;
- Project management to ensure all products and services are coordinated and installed correctly.

The City has identified approximately 665 city meters to be replaced through this project as outlined, by size in Table 1. The estimated meter sizes and quantities for installations are the following:

Size of Water Meters	Quantity
1”	407
1 ½ “	64
2”	153
3”	15
4”	12
6”	8
8”	5
10”	1
Total	665

Table 1

Water Utilities will schedule and provide a list of each service address for the 665 water meters in the service territory.

a. Residential water services
b. Commercial water services
c. Multi-Family water services
d. Industrial water services

The City has identified approximately 624 city meter boxes that must either be reset or replaced as outlined, by size in Table 2. The estimated meter sizes and quantities for installations are the following:

Size of Water Meters Boxes	Quantity
1”	407
1 ½ “	64
2”	153
Sub-total	624

Table 2

Out of the 624 meter boxes will be reset and replace lids.

Water Service Territory

The service territory for Water Utilities’ is bounded by the City of Lubbock’s incorporated limits. The Water Utilities’ service territory is approximately 1392 square miles.

3. TECHNICAL SPECIFICATION

Business License

Contractor shall have a Texas General A Contractors License. A copy of the license must be provided.

Recent Project References

Contractor shall provide a list of at least three water meter replacement projects involving advanced metering infrastructure or automatic metering reading that are active or were completed within the last five years. The list shall contain the total number of meters, the vendor of the devices installed, percentage completed to date, and contact information, including names, phone numbers and email addresses.

Safety

Contractor shall describe or provide a copy of its formal safety program documentation. Contractor shall provide all applicable Occupational Safety and Health Administration (OSHA) statistics, if any, for the last three years.

Installation

The Contractor shall describe the installation methods, manage the installation performance, and be responsible for the quality control and quality assurance of the installations.

Installation Schedule

The City and Contractor shall establish an overall schedule for installation of the entire project. Contractor shall work with the City to perform installations in a manner that does not conflict with service and billing operations and schedules.

- A stand-up meeting will be held where Contractor and City give a status report. The Contractor will report any potential difficulties and coordinate efforts with the City to solve.

Installation Conditions

The City anticipates the Contractor will encounter damaged and/or hazardous meter boxes that require replacement or resetting. The City requires remediation work during the replacement or resetting of the box of the meter exchange. The Contractor shall provide a photograph of the site before and after the work order.

The Contractor is responsible for any required traffic control. The work must comply with all appropriate traffic safety regulations.

The City reserves the right to inspect any installation and cleanup work within 30 days after installation in response to customer complaints of damage. Contractor shall be responsible for claims resulting from damage caused by installation. Contractor shall describe their process for addressing these situations.

Inaccessible Meter

In the event a meter is not accessible, the Contractor will make at least three different attempts at any reasonable time within 30 days of encountering the inaccessible meter to notify the customer to provide access to the meter. Three attempts to install the meter include at least two evening or weekend attempts. These attempts must be documented. After three documented attempts to make

the installation, the Contractor Project Manager may request the City Project Manager schedule the meter change out. The Contractor shall only be paid for completed installations and is expected to provide all reasonable support in resolving difficult installation situations. Contractor shall describe their process for addressing these situations.

Meter Boxes and Lids

Contractor shall replace, as found non polymer meter box lids with a new lid provided by the City. The Contractor shall only replace damaged and/or hazardous meter boxes or reset meters that sit too low or too high and/or reset or replace meter boxes if couplings and curb stop are not accessible. The Contractor shall call 811 as needed. The Contractor shall also make the determination whether a situation requires a traffic rated meter box/lid or a standard box/lid while performing each job. When replacing a meter box from a driveway, asphalt, concrete, or sidewalk it shall be replaced with a traffic rated box.

Water meter boxes in the alley are to be set no lower than the surrounding terrain. The recommended grade is to set the top of the water meter box no higher than two inches above ground level. This prevents the meter box from being covered up and stops dirt and rain from entering the box. The meter in the box should be no lower than 16 inches from the bottom of the meter box lid to the top of the water meter lid. This allows proper reading of the meter and prevents the meter and curb stops from freezing during cold weather.

Water meter boxes in concrete/sidewalk/driveway are flushed with existing grade. The meter in the box should be no lower than 18 inches from the bottom of the meter box lid to the top of the water meter lid. This allows proper reading of the meter and prevents the meter and curb stops from freezing during cold weather.

If the meter is found deeper than 20 inches a riser will need to be installed. The City will supply the risers as needed.

Work Hours

Contractor shall perform fieldwork Monday – Friday from 8 am – 8 pm (excluding holidays). Installers must be available for weekend, overnight, and early morning installations for special cases (i.e. medical facilities, schools, colleges).

Customer Notification

Contractor will notify the customer prior to the job being performed.

Installation Reports

On a daily basis, the Contractor must submit an electronic list (in a format designated by the City) of installations completed to date, including key information such as service type, address, date, installer name, serial numbers (of devices found, removed and installed), and other information to be specified by the City during the planning stage.

24-Hour Customer Access

After the City is notified of a given installation, contractor must respond to calls from the customer associated with that installation or the City concerning leaks, or other problems. Contractor must respond within two hours of receiving the call and arrive at the customer's premise ready to correct any problems within four hours of receiving the call.

If Contractor fails to respond, the City will assess damages and such penalties and cost to be deducted from the amount owed to the Contractor. Contractor shall maintain a log of such incidents, follow-ups, and their resolution and provide a copy to the City by noon each workday, via e-mail, or other mutually agreed upon electronic means. Contractor must provide procedures for response to customer problems.

Installation Acceptance

Each installation will be accepted by the City conditioned upon:

- Electronic submission of a list of completed installations containing for each installation: location identification, address, old and new meter serial numbers, old and new meter readings, physical description of the location of meter on the property (front, middle, rear, etc.), GPS coordinates of the meter, Contractor's inspector's name if applicable and the installer's name;
- Successful capture of the meter read. If a read cannot be obtained from the system operating normally, a photograph and description documenting why read was not taken prior to change out shall be provided to the City.

Installation Procedures

Meter Inventory

The City will be responsible for procuring water meters, meter boxes, lids, and other necessary appurtenances (mounting brackets, pipes, fittings, flanges, gaskets, nuts, bolts) for installation by Contractor. Contractor will receive equipment from the City and each transfer of material will be recorded. After transferring inventory to the Contractor, the Contractor shall be responsible for managing and tracking inventory.

Photos, GPS Coordinates, Latitude Lines and Longitude Lines

Contractor shall capture and submit photos of the as-found meter register, as-left meter register and serial number for City record's; these photos must be submitted either electronically or on a thumb drive within five days of the completed installation. The City must be able to lookup photos by address. Contractor must provide example of standard meter image.

Contractor shall apply procedures to ensure that any meter being replaced is read properly. When meter is changed, Contractor shall provide clearly readable digital photographs of the reading on the old meter register. Installer shall take pictures of the old equipment when it is still installed, but must include alternative procedures, as needed, to ensure that pictures legibly show the meter reading and are appropriately labeled with date, time, and premise information. Contractor must provide example of standard image.

Procedures Validation Testing

Prior to the commencement of full-scale installation, the Contractor shall install approximately 25 water meters at pre-selected locations. The initial deployment shall consist of a period no longer than 10 business days, the City and Contractor shall evaluate the procedures for public notification, scheduling, meter installations, meter box resets or replacements, read data transfers, inventory handling and problem resolution, to ensure they are working and effective. City shall work with Contractor to modify any procedures that it deems are deficient, ineffective or otherwise unacceptable to City.

Site Condition

Before, or at the time of installation, Contractor shall inspect the existing water meter setting, including piping and control valves. If the Contractor determines that conditions are such that damage would result from standard installation procedures to customer or City owned property, the installation Project Manager shall immediately contact the City's Project Manager. The Contractor shall not attempt the installation until the site is inspected by an authorized City representative and shall postpone installation at that site until the City's Project Manager or authorized City representative notifies the Contractor to proceed with the work.

Old Piping

Old piping should not be grounds for the failure of the installer to replace a meter designated for change out. When old piping is leaking or deteriorated to a point that damage to it could reasonably be expected by the change out, this will be accepted as a reason for not replacing the meter. Unless the City's Project Manager remands the particular installation to the City for further action, the Contractor is still required to install the meter and associated equipment if the piping has been repaired or replaced.

Meter Replacement

Contractor shall ensure the installer is at the correct meter and check for running water prior to commencing meter change out. Contractor must turn off the water to the service. Contractor shall then replace the meter using new gaskets or washers. Contractor is required to install standard connections (i.e. couplings) if none exist currently for all 1" thru 2" meters.

Disposal

Contractor is responsible for returning all meters, registers, boxes and lids removed from service and dispose at a location designated by the City.

Concrete and asphalt rubble produced by the project shall be taken to the City Materials Recycling Pit. City will provide location and access information to the site.

Valves

The curb stop is the appropriate point at which to shut off water to the service line for the meter replacement. If the curb stop valve is inoperable, Contractor shall notify the City's Project Manager or authorized City representative and the City will rectify the problem.

Plumbing Irregularities

Contractor shall report any meter and/or plumbing irregularities to the City's Project Manager or authorized City representative prior to the installation of a meter, including but not limited to: meters installed backwards, disconnected meters or other indications of tampering (i.e. magnets, registers disconnected from meters, illegal connections before a meter, unmetered connections, or a customer's plumbing to a service lateral, fire pipe or water main). Contractor shall not proceed with the installation of a meter until the City's Project Manager or authorized City representative has verbally authorized such installation.

Dirt In and Around Meter

Contractor shall be responsible for removing and properly disposing of any reasonable amount of dirt needed to replace/reset the meter box. Dirt shall be removed such that there is a minimum of 2" clearance below the meter in a meter box. Contractor shall attempt to expose connector to the

service line and any piping between the service line connection and the meter to ensure that they are in a condition that will not be damaged by changing the meter.

The Contractor is responsible for ensuring all waste resulting from cleaning, resetting, replacing the meter box is cleaned up and dispose of properly.

Plumbing Damage

Contractor shall be responsible for repairing any service lines it damages at its sole cost and expense, unless the Contractor's Project Manager has reported it. Any damage done by the Contractor outside the area and scope of the work of the contract shall be repaired or replaced at the Contractor's sole cost and expense by a licensed plumber.

Personnel

Project Management

Contractor must demonstrate the aptitude of key personnel within their team, specifically those that will be running the project. Contractor will submit a statement detailing the experience of each of their key personnel assigned to the project. This information should also include the number of installers, project management and their qualifications.

Project Manager

Contractor shall designate a Project Manager, who shall be responsible for managing the entire installation project on a day-to-day basis on behalf of the Contractor and for seeing that all installations are carried out in a professional manner and in compliance with the procedures required by the Contractor, City and all other applicable local, state, and federal regulations. The Project Manager should be onsite continuously throughout the duration of the project except for holidays and vacations, during which the Contractor shall provide a qualified substitute. The Project Manager should be experienced in supervising meter installations, and familiar with applicable regulations and safe and proper installation procedures. City shall approve the Project Manager or a change in the Project Manager.

Installers

All Contractor's installation employees shall be fully trained by the Contractor in confirming correct service location, the removal of existing meters, and the installation of new meters. They shall also be trained in meter box replacements, resetting, and operation of curb stops and valves. The City reserves the right to require Contractor to retrain, reassign, or remove from the project any employee who fails to perform professional and satisfactory work. Contractor shall provide sufficient personnel to complete installations within a reasonable timeframe as approved by the City.

Licensed Plumbers

Contractor shall engage by employment at least one person who shall maintain a valid and current plumber's license. They shall be appropriately licensed and registered in Texas. They shall be responsible for supervising the work of all installers and correcting any problems or damage to plumbing occasioned by the changing of meters and the installation of the metering equipment.

Bonding and Background Checks

Contractor shall bond all licensed plumbers and installers. Contractor shall subject all employees to a criminal offense background check. Contractor shall not employ any person who fails this check. City reserves the right to review all background checks and prevent any such employee from working on City's projects.

Uniforms and Identification

Contractor's field personnel shall wear consistent uniforms containing Contractor's name, as well as prominently displayed picture identification badges containing Contractor's name, employee name, title and signature, employee picture, employee identification number and appropriate personal protective equipment. Contractor's employees who are no longer employed by the Contractor shall be required to return their uniforms and identification cards immediately upon termination of employment, and the Contractor shall immediately notify the City of all such terminations and if identification cards were received from terminated employees. Contractor must be provide list of appointed personnel prior to project start-up and provide updates as necessary.

Supplied Items

Contractor will supply the following components and aspects of installation: overall project management, training and direct supervision of installers, scheduling as needed, problem solving and complaint handling, inspection and quality control.

Materials Management

Contractor shall at all times maintain security and control of inventory of materials in its possession, regardless of whether the City or Contractor owns material. Material paid for by the City may be subject to a bailment agreement with the City. If any materials are lost, damaged or stolen, Contractor is responsible to reimburse the City the purchased cost of the item. Describe procedures for inventory control and audit, including frequency of inventory counting and reporting.

Tools and Materials

Contractor shall furnish all tools and equipment necessary for the successful and timely completion of all installations under this contract as specified herein.

Vehicles

Contractor shall be responsible for all vehicles it uses on the project. Vehicles shall have easily recognizable logos containing the Contractor's name. Contractor should provide service vehicles onsite stocked with supplies needed for normal service restoration and/or replacement. Any employee of the Contractor who drives a vehicle in connection with this project must have a valid driver's license for the class of vehicle being operated.

Parking

Contractor is required to follow all parking laws. Contractor shall be responsible for any and all parking violations incurred with their vehicles.

Field Communications

City requires that all the Contractor's installers, plumbers, inspectors, and supervisory personnel be equipped with cellular phones so that problems or questions can be addressed immediately and the Contractor's Project Manager can be notified immediately if needed.

Warranties

All installation work, performed under this contract, shall be guaranteed against defects in workmanship for a period of one year from the date of installation.

Response to Complaints and Claims

Should the Contractor receive a complaint from a customer or the City regarding an installation, the Contractor shall immediately log the notification, including the caller's name, address, phone number, date and time, nature of the problem and the action taken. Copies of all logs shall be forwarded to the City's Project Manager not less than once per day.

Improper Installations

Contractor shall be responsible for any damages due to improper installations. Contractor will reimburse City for any meter, register or endpoint improperly set by its installer at the purchased cost.

Leaks after Installation

Contractor shall be responsible for correcting any leaks at the couplings or service lines that could reasonably be attributed to the meter installation if reported by the City or customers at no additional cost to the City.

Quality Assurance /Quality Control (QA/QC) Audits

Contractor shall audit 100% of installations for the first two weeks of the project and of each new installer brought onto the project. The Contractors shall audit 5% thereafter. In addition, the City will perform independent QA/QC as desired.

Contractor shall describe its procedures and protocol for inspecting installations, including installation by new employees, recording and reporting inspection findings and remediating any issues discovered through inspections. Should a set of audited installations fail any QA/QC protocol by more than 5% the City may require the Contractor to perform additional QA/QC on that release.

Demobilization

Contractor will be responsible for working with the City to ensure project close out activities are performed and returning of all City equipment and appurtenances are transition from the Contractor to the City.

Open Work Order

Contractor must provide documentation to detail any issues with work order and why the Contractor was not able to complete the work. Contractor shall provide the City with a daily open work orders report.

Customer Complaints and Claims

Contractor shall provide all documentation related to complaints/claims and any actions taken. Contractor shall review all outstanding complaints/claims with the City and provide any additional supporting documentation needed prior to transition the complaints/claims to the City.

Inventory Reconciliation

At the completion of the deployment, Contractor shall provide the City with a detailed inventory of the assets in its possession that it will transfer back to the City as it wraps up the project. Contractor shall provide documentation for any discrepancy between the assets received from the City, installed, and remaining in inventory or a credit to the City for the replacement value of the missing assets.

Performance Standards

The following performance standards shall be maintained.

Standard	Definition	Measured Over	Limit	Impact on Installation Service Provider
Installation Quality	Percent of installations deemed unsatisfactory upon quality control inspection by City	Per Batch	5%	No new work provided until Contractor completes remediation(s) and additional QA/QC on that release
Contacts for Inaccessible Meter	Percent of customers who have inaccessible meters for which three attempts were made to install the meter (including at least two evening or weekend attempts if unsuccessful)	One Month	99%	No new work given until contact percentage reached

Inspection Sample	Percent of installations that have been inspected for quality	Per Batch	5%	No new work provided until inspection numbers meet agreed upon standards
Inspection Sample for New Installers	Percent for new installers	Per Batch	100%	No new work provided until inspection numbers meet agreed upon standards
Customer Complaints	Percentage: Number of customer complaints divided by total installs	One Month	3%	Re-training employees on whatever deficiency is involved; if still no improvement, then possibility of contract termination

Payment

Retainage

City will hold 5% retainage on each invoice payment. The 5% retainage should be a separate line on each invoice. The retainage shall be released 35 days following the filing of a Notice of Completion and upon installation acceptance.

Installation Acceptance

Upon acceptance, City shall pay the agreed upon price for each completed installation less retainage. Installations will be accepted by the City conditioned upon:

- Electronic submission of a list of completed installations including address, meter register numbers, endpoint number, old and new meter serial numbers, old and new meter readings, physical description of location of meter, GPS coordinates of meter, installer name and Contractors inspectors name if applicable;
- Receipt or access to required digital photography;
- At its option, satisfactory inspection by the City.

City of Lubbock, TX
RFP 24-18032-KM
Water Meter Infrastructure and Meter Box Installations
BAFO

#	Items	Quantity Required (+/-)	UOM	Location Total Cost	Blue Sky Plumbing Lorenzo, TX $543,773.00	
					Unit Price	Total Cost
#0-1	Reset 1" Existing or Install Meter Box	407	EA		$195.00	$79,365.00
#0-2	Reset 1.5" - 2" Existing or Install Meter Bos	217	EA		$250.00	$54,250.00
#0-3	Replace Meter Lids	624	EA		$12.00	$7,488.00
#0-4	1" Meter Installation	407	EA		$85.00	$34,595.00
#0-5	1" Re-pipe	350	EA		$95.00	$33,250.00
#0-6	1.5 Meter Installation	64	EA		$550.00	$35,200.00
#0-7	1.5 Re-pipe	30	EA		$175.00	$5,250.00
#0-8	2" Meter Installation	153	EA		$550.00	$84,150.00
#0-9	2" Re-pipe	65	EA		$175.00	$11,375.00
#0-10	3" Meter Installation	15	EA		3500	$52,500.00
#0-11	3" Re-pipe	15	EA		550	$8,250.00
#0-12	4" Meter Installation	12	EA		4000	$48,000.00
#0-13	4" Re-pipe	12	EA		550	$6,600.00
#0-14	6" Meter Installation	8	EA		5000	$40,000.00
#0-15	6" Re-pipe	8	EA		700	$5,600.00
#0-16	8" Meter Installation	5	EA		5500	$27,500.00
#0-17	8" Re-pipe	5	EA		700	$3,500.00
#0-18	10" Meter Installation	1	EA		6000	$6,000.00
#0-19	10" Repipe	1	EA		900	$900.00

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.

Authorized Signature

Supervisor
Title

SAMUEL RODRIGUEZ
Print/Type Name

6.18.24
Date

Blue Sky Plumbing
Company Name

8901 US Hwy 87 #74
Address

Lubbock, TX 79423
City, State Zip Code

Contact for questions, clarifications, etc.	
Name and Title:	Eric Hurst - Owner
Mailing Address:	P.O Box 91
City, State, Zip:	Wren TX 79383
Telephone No:	806 543-5325
Fax No:	
E-Mail:	blueskyplumbing18@gmail.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):

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automobile Liability Requirements: $1M/occurrence is needed

Professional Liability Requirements: $1M occurrence / $2M aggregate

Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation.

Special Insurances

Crime Protection Coverage Requirements: Employee Dishonesty or Fidelity Bond coverage REQUIRED in an amount equal to the maximum exposure.

Bailee's Coverage Requirements: Bailee's Coverage is needed for this project. Minimum coverage limits should at least be equal to what it would cost to recreate, restore, or replace the property being entrusted to the contractor, including research.

Bailee's Coverage Amount: 450,000

The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

Waivers of Subrogation are required for CGL, AL, and WC.

To Include Products of Completed Operations endorsement.

Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

Carriers must meet an A.M. Best rating of A- or better.

Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

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

Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

City of Lubbock, TX
RFP 24-18032-KM
Water Meter Infrastructure and Meter Box Installations
BAFO

				Blue Sky Plumbing	
			Location Total Cost	**Lorenzo, TX $543,773.00**	
#	Items	Quantity Required (+/-)	UOM	Unit Price	Total Cost
#0-1	Reset 1" Existing or Install Meter Box	407	EA	$195.00	$79,365.00
#0-2	Reset 1.5" - 2" Existing or Install Meter Bos	217	EA	$250.00	$54,250.00
#0-3	Replace Meter Lids	624	EA	$12.00	$7,488.00
#0-4	1" Meter Installation	407	EA	$85.00	$34,595.00
#0-5	1" Re-pipe	350	EA	$95.00	$33,250.00
#0-6	1.5 Meter Installation	64	EA	$550.00	$35,200.00
#0-7	1.5 Re-pipe	30	EA	$175.00	$5,250.00
#0-8	2" Meter Installation	153	EA	$550.00	$84,150.00
#0-9	2" Re-pipe	65	EA	$175.00	$11,375.00
#0-10	3" Meter Installation	15	EA	3500	$52,500.00
#0-11	3" Re-pipe	15	EA	550	$8,250.00
#0-12	4" Meter Installation	12	EA	4000	$48,000.00
#0-13	4" Re-pipe	12	EA	550	$6,600.00
#0-14	6" Meter Installation	8	EA	5000	$40,000.00
#0-15	6" Re-pipe	8	EA	700	$5,600.00
#0-16	8" Meter Installation	5	EA	5500	$27,500.00
#0-17	8" Re-pipe	5	EA	700	$3,500.00
#0-18	10" Meter Installation	1	EA	6000	$6,000.00

#0-19	10" Repipe	1	EA	900	$900.00

City of Lubbock
Capital Project
Project Cost Detail
August 27, 2024

Capital Project Number:	92748
Capital Project Name:	New Water Meter Sets and Meter Replacements

Encumbered/Expended		**Budget**
Original Master Meter, Inc. Contract (AMI Meters)	$	2,389,451
Itron, Inc. (AMI Connected Grid Routers and Endpoints)		853,832
Premier Waterworks (Fire Hydrant Meters)		47,485
Ratliff Utilities of Waxahachie, TX		249,063
Agenda Item August 27, 2024		
Blue Sky Plumbing of Lorenzo, TX		543,777
Encumbered/Expended To Date		4,083,608
Estimated Cost for Remaining Appropriation		
Future Water Meter Sets and Replacements		1,200,000
Advanced Metering Infrastructure		2,100,000
Itron Endpoints		80,000
Remaining Appropriation		3,486,667
Total Appropriation	$	7,570,275

Purchasing and Contract Management

Project Summary

RFP 24-18032-KM
Water Meter Infrastructure and Meter Box Installations

Notice was published in the Lubbock Avalanche Journal on May 26 and June 2, 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 26 to June 20, 2024.
4 individuals attended the pre-proposal meeting.
59 vendors downloaded the documents using Bonfire.com.
27 vendors were notified separately.
1 vendor submitted a bid.

AI# 12797
Regular City Council Meeting 6. 15.
08/27/2024:

Information

Agenda Item

Resolution - Public Works Water Utilities: Consider a resolution rejecting all bids for the Single Phase Pole-Mounted Transformers, for the Bailey County Well Field, as advertised in ITB 24-18114-LV.

Item Summary

An Invitation to Bid (ITB) was issued for the purchase of 24 pole-mounted transformers to be used in the Bailey County Well Field. These pole-mounted transformers will assist to maintain the electrical distribution infrastructure throughout the wellfield.

In response to ITB 24-18114-LV the following bids for 24 units were received.

Vendor	Cost per Unit	Amount
KEREC, Seoul, South Korea	$2,187	$52,488
PulseMAC Solutions, LLC, San Antonio, Texas	$3,070	$73,680
MVA Power, Montreal, Quebec, Canada	$3,959	$95,016
Kijero, LLC, Morgan Hill, California	$7,625	$183,000

The lowest unit cost far exceeds the anticipated cost for the transformers. The lowest unit cost received in this bid was $2,187 per unit. This is a $797 increase from the previous contract, which is more than a 50% increase from the previous contract. Water Utilities recommends rejecting all bids in order to rebid this item to encourage a more competitive bidding process.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution - ITB 24-18114-LV

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for the Single Phase Pole Mounts Transformers for Bailey County pursuant to ITB- 24-18114-LV and orders that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Rejection of Bids-ITB 24-18114-LV

AI# 12785
Regular City Council Meeting 6. 16.
08/27/2024:

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute an amendment to the Interlocal Wholesale Water Sales Contract, with the Texas Department of Criminal Justice, for the continued purchase of potable water supplying the John Montford Unit Correctional Facility.

Item Summary

The Texas Department of Criminal Justice (TDCJ) manages and operates the John Montford Correctional Facility (Montford Unit) two miles southeast of Loop 289 on Highway 84 in Lubbock County. The TDCJ has been operating the John Montford Unit since 1994 and has been supplied with City of Lubbock potable water since opening.

On September 1, 2019, the City of Lubbock entered into a new water supply contract with the TDCJ. This contract was for a period of 5 years and is due to expire on August 31, 2024.

Supplying water to a correctional facility requires the installation of an elevated water storage tank to mitigate the risk of losing water service in the unlikely event of a line outage. Currently, the City of Lubbock operates and maintains the water line that runs outside the City limits to the Montford Unit, as well as the associated elevated storage tank and pump station that were constructed solely for the purpose of supplying water to the Montford Unit.

In order to relieve the City of Lubbock of continued operations and maintenance costs, Public Works desires to negotiate with TDCJ new terms of responsibility for the dedicated water supply infrastructure.

This amendment is necessary to extend the contract past the upcoming expiration date an additional 12 months to August 31, 2025, and to give time to negotiate new terms with TDCJ.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Wood Franklin, P.E., Division Director of Public Works
Lubbock Water Advisory Commission

Attachments

Resolution - TDCJ Water Supply Amendment
Amendment - TDCJ Water Supply

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 to an Interlocal Wholesale Water Sales Contract, and all related documents, between the City of Lubbock and the Texas Department of Criminal Justice. 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

AMENDMENT TO INTERLOCAL WHOLESALE WATER SALES CONTRACT BETWEEN THE CITY OF LUBBOCK AND TEXAS DEPARTMENT OF CRIMINAL JUSTICE

This amendment to Agreement is entered into this ___ day of August 2024 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and the Texas Department of Criminal Justice, an agency of the State of Texas (hereinafter called "Consumer/User").

WHEREAS, the Consumer/User and the City have previously entered into an Agreement dated May 14, 2019 (hereinafter called "the Agreement"); and

WHEREAS, the City and the Consumer/User hereby desire to amend said agreement.

NOW THEREFORE, the City and the Consumer/User hereby agree to amend the Agreement as follows:

1) Section 2.7 of the Agreement entitled "TERM OF CONTRACT" is hereby amended as follows:

> The term of this Contract shall be a period of six (6) years commencing on September 1, 2019 and ending August 31, 2025.
>
> In the event of continued and mutual interest of the terms or similar terms of this agreement, a new contract shall be negotiated, developed, approved and executed for the period after August 31, 2025, in the event that a new contract is not or cannot be agreed upon, there shall be no further discharge or responsibilities of the City of Lubbock and Consume/User.

2) Except as expressly modified or amended herein, all terms and provisions of the Agreement shall be and remain in full force and effect as therein written.

Signed this the ___ day of _____, 2024.

CITY OF LUBBOCK

BY:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

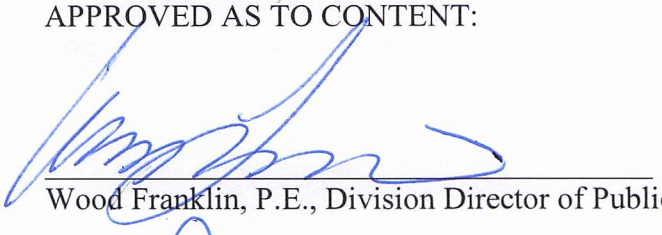
BY:

_____
Ron Steffa, Chief Financial Officer

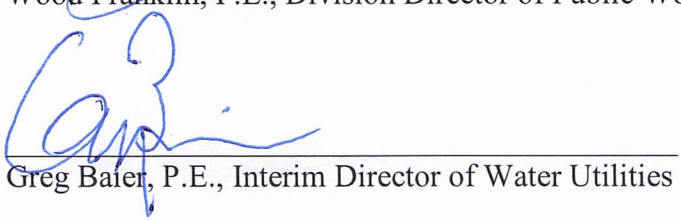
ATTEST:

_____

APPROVED AS TO CONTENT:

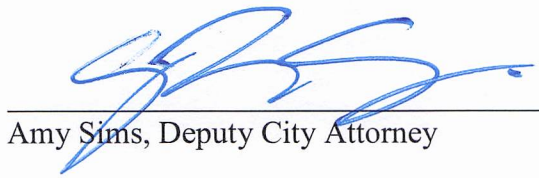


Wood Franklin, P.E., Division Director of Public Works



Greg Baier, P.E., Interim Director of Water Utilities

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

AI# 12799
Regular City Council Meeting 6. 17.
08/27/2024:

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 18047, with King Consultant, Inc. for mold consulting services in various City of Lubbock buildings.

Item Summary

The City of Lubbock Facilities Management Department issued a Request for Proposals (RFP) for mold consulting services for City-owned facilities.

In response to RFP 24-18047-KM, two proposals were received, opened and evaluated using the following criteria: 50 points for Contractor Experience/Qualifications, 20 points for Contractor References, and 30 points for Cost, for a total point value of 100 points. After committee evaluation and discussion, the following ranking was obtained.

Contractor	Points	Price Per Unit
King Consultants, Lubbock, Texas	98.82	$6,070.00
EnviroPhase, Dallas, Texas	95.00	$5,831.72

After reviewing the proposals, staff and the evaluation committee are recommending award of the unit price contract to the highest ranked proposal, King Consultants, of Lubbock, Texas, for $6,070.00.

The contractor will provide mold consulting services for 1 year, with an extension option of up to 4 additional years.

Fiscal Impact

A total of $50,000.00 is appropriated in the Facilities Operating Budget for these services to be utilized as needed..

Staff/Board Recommending

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

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. 18047 for Mold Consulting Services, by and between the City of Lubbock and King Consultants, 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Matthew L. Wade, City Attorney

ccdocs II/RES.Contract-King Consultants, Inc.
July 12, 2024

Contract 18047

City of Lubbock
Mold Consulting Services
Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2024** ("Effective Date") by and between King Consultant, Inc. **(**the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 24-18047-KM, Mold Consulting Services 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 Mold Consulting Services, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and Exhibit C attached hereto.

Article 1

1.1 The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

1.2 All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

1.3 The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.4 A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

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

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the

aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract insurance requirements document, this provision shall control.

2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

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

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

information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

2.15 No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

2.16 Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

2.17 Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

2.19 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

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

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Mark Zavicar, Director of Facilities Management

APPROVED AS TO FORM

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY: _____

Authorized Representative

Jace Hassoldt

Print Name

1205 E 46th St.

Address

Lubbock, TX 79404

City, State, Zip Code

City of Lubbock, TX
RFP 24-18047-KM
Mold Consulting Services

GENERAL REQUIREMENTS

1. INTENT

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "bidder") to provide Mold Consulting Services. Mold Consulting Services shall be provided on an "as needed" basis without a minimum quality of work specified. The City is interested in securing the most qualified firm/personnel to perform the required services.

b) Bidders are invited to submit demonstrated competence and qualifications of their firm for providing these services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

d) The City of Lubbock is seeking a contract for mold consulting Services with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. A decision to make a multiple award, however, is an option reserved by the City, based on the needs of the City.

2. PROJECT DESCRIPTION

Mold Consulting Services including but no limited to:

- Assessment of public facilities for the presence of mold
- Development of removal specifications for mold and mold contaminated material
- Development of mold management plans
- Management and monitoring of mold abatement jobs
- Training

Other duties as requested.

Submittals. Submit a single copy of a sample of the following documents for review:

- Mold Assessment Report
- Mold Management Plan
- Mold Remediation Protocol (mold remediation work analysis)
- Mold Removal and Oversight Final Report
- Post - Remediation Assessment and Clearance Report and Final Status Report
- Indoor Environmental Quality Assessment Report
- Protocol to be used during Indoor an Environmental Quality Assessments
- Protocol to be used during a Mold Assessment
- Protocol to be used in creating a Mold Management Plan
- Protocol to be used in a Mold Post Remediation Assessment

3. FEE SCHEDULE

Fee Schedule should include, at a minimum, rates for the following personnel:

- Licensed Mold Assessment Consultant
- Licensed Air Monitoring Technician
- Technician

Records

a) Records shall be kept in the office of the Consultant for a period of not less than five (5) years and shall be made available to the CITY for inspection and copying upon reasonable request.
b) Written and electronic copies of final documentation is required on all projects.

Ownership of Documents

a) All documents, including original drawings, estimates, specifications, field notes and data are property of OWNER. CONSULTANT may retain reproducible copies of drawings and other documents.

4. EXPERIENCE

A. The offeror shall provide the following information.

a) Experience evaluating and designing Mold Consulting projects.
b) The number of years in business.
c) Professional affiliations.
d) Recent examples of abatement projects.

B. Consultant(s) assigned by the offeror shall specialize in Mold Consulting. This experience shall be documented in a resume for each staff member of the organization that will

The offeror shall briefly describe the firm's experience and qualifications to deliver the requested services. The offerors' description shall also describe the proposed staffing level required to perform the services and a list of all key members of the offeror's team (except administrative support staff) and any consultant who will be committed to the project. Indicate the level of effort and function of each member of the project, and the length of each staff member's direct experiences. Prepare organization structure to show how the key members will be involved.

C. Include resumes of these individuals. The resumes should include the following minimum information:

a) Name
b) An explanation of the function they will perform and their title by classification.
c) Their relevant educational background.
d) Their relevant work experience.
e) Their work experience with local, state and federal government clients.
f) Any specialized skills, training, and/or credentials that is relevant to the required services; (e.g., degrees, certificates, etc).

5. REFERENCES

A. Include five (5) business references for which similar services have been provided. Include the following:

a) The term (beginning and ending dates) of your contract agreement(s);

b) A brief description of the scope of work; and

c) Contact name, title, address, and telephone number.

The offeror(s) hereby authorize(s) and request(s) any person, firm, corporation and/or government entity to furnish any information requested by the City in verification of the references provided and for determining the quality and timeliness of providing the services.

DAVIS BACON WAGE DETERMINATIONS

"General Decision Number: TX20240280 01/05/2024

Superseded General Decision Number: TX20230280

State: Texas

Construction Type: Building

Counties: Crosby and Lubbock Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

CARP0665-001 01/01/2022

	Rates	Fringes
CARPENTER	$ 24.98	7.83

ELEC0602-008 09/01/2022

	Rates	Fringes
ELECTRICIAN	$ 26.07	12.63

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

IRON0263-003 06/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 27.89	7.93

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

SHEE0049-001 06/01/2022

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 26.72	12.13

SUTX2014-060 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.04	0.00
CEMENT MASON/CONCRETE FINISHER	$ 19.60	0.00
INSULATOR - MECHANICAL		

(Duct, Pipe & Mechanical
System Insulation).....$ 19.77 7.13

IRONWORKER, REINFORCING.....$ 12.27 ** 0.00

LABORER: Common or General.....$ 12.35 ** 0.00

LABORER: Mason Tender - Brick...$ 11.36 ** 0.00

LABORER: Mason Tender -
Cement/Concrete.....$ 10.58 ** 0.00

LABORER: Pipelayer.....$ 12.49 ** 2.13

LABORER: Roof Tearoff.....$ 11.28 ** 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 ** 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 16.03 ** 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and
Spray).....$ 14.27 ** 0.00

ROOFER.....$ 13.75 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 21.13 6.53

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.00 ** 2.01

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer
Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT B & C
City of Lubbock
Overtime
Legal Holiday
Prevailing Wage Rates

The rate for overtime (in excess of forty hours per week) shall be as required by the Fair Labor Standards Act.

The rate for legal holidays shall be as required by the Fair Labor Standards Act.

Exhibit B

City of Lubbock, TX
RFP 24-18047-KM
Mold Consulting Services
Best and Final Offer

					King Consultants, Inc.	
				Location	**Lubbock, TX**	
				Total Cost	**$6,070.00**	
#	Items	Quantity Required (+/-)	UOM		Unit Price	Total Cost
1						
#1-1	Licensed Mold Assessment Consultant - Standard Hourly Rate	1	HR		$175.00	$175.00
#1-2	Licensed Mold Assessment Consultant - Overtime Hourly Rate	1	HR		$175.00	$175.00
#1-3	Licensed Air Monitoring Technician - Standard Hourl Rate	1	HR		$175.00	$175.00
#1-4	Licensed Air Monitoring Technician - Overtime Hourly Rate	1	HR		$175.00	$175.00
#1-5	Technician - Standard Hourly Rate	1	HR		$110.00	$110.00
#1-6	Technician - Overtime Hourly Rate	1	HR		$110.00	$110.00
#1-7	Written Protocol	1	Annually		$1,450.00	$1,450.00
#1-8	Bulk Samples	1	Annually		$250.00	$250.00
#1-9	Phase 1 Site Assessment	1	Annually		$3,450.00	$3,450.00

Exhibit C

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):

Commercial Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Auto Liability Requirements: $1M/occurrence is needed

Workers Compensation Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.. Employer Liability ($1M) is required with Workers Compensation.

Professional Liability Requirements: $1M occurrence / $2M aggregate

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
1314Avenue K, 9th Floor
Lubbock, Texas 79401

Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

Purchasing and Contract Management

Project Summary

RFP 24-18047-KM
Mold Consulting Services

Notice was published in the Lubbock Avalanche Journal on May 5 & May 12, 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 3 to May 23, 2024.
5 individuals attended the pre-proposal/pre-bid meeting.
22 vendors downloaded the documents using Bonfire.com.
20 vendors were notified separately.
2 vendors submitted proposals.

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute an Interlocal Cooperation Agreement, and all related documents, for Intermediary Care Clinic funding, by and between the City of Lubbock and Lubbock County.

Item Summary

In May 2022, the City of Lubbock Public Health Department established a public health district between the City of Lubbock and Lubbock County, which expanded the services offered by the Public Health Department to the remainder of Lubbock County.

The Interlocal Cooperation Agreement will provide funding to help the City's operation of the Intermediary Care Clinic. The Intermediary Care Clinic is a human-centered clinic for vulnerable patients without access to a primary care provider. The vision of the clinic is to serve as a “Stop-Gap” for patients with critical medical and social needs that prevent them from receiving care in a traditional primary care setting. The clinic will provide physician-directed medical care and intensive case management to address social factors that inhibit adherence to medical recommendations.

Lubbock County is contributing a total of $120,000 toward administrative, personnel, and program-related costs incurred in connection with the City's operation of the Intermediary Care Clinic. The Intermediary Care Clinic will be funded by the City's American Rescue Plan Act (ARPA) funds and the Lubbock County contribution. Since the City ARPA funds need to be expended, City funds will be used first, followed by County funds being used toward the end of the project. County contribution funds will not be used until FY 2025-26. A budget amendment will not be needed until County Funds are to be used.

Fiscal Impact

Lubbock County will contribute $120,000.

Staff/Board Recommending

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

Attachments

Resolution
Agreement

RESOLUTION

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

THAT pursuant to the authority and in compliance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Interlocal Cooperation Agreement for Intermediary Care Clinic funding by and between the City of Lubbock and Lubbock County, and all related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.Interlocal Lubbock County-Intermediary Care Clinic
7.24.24

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LUBBOCK AND LUBBOCK COUNTY

INTERMEDIARY CARE CLINIC FUNDING

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the City of Lubbock, Texas (the "City") and Lubbock County, Texas (the "County") by and through their duly authorized officials and shall be effective on the date that the signature of the last party is affixed.

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, which authorizes governmental units to enter into agreements for the purpose of improving the efficiency and effectiveness of local governments; and

WHEREAS, the City, through its Public Health Department, has established an Intermediary Care Clinic to provide continuum of medical care and case management services to individuals discharged from hospitals who lack access to a primary care physician; and

WHEREAS, the City and County have determined that supporting the efforts of the Lubbock Health Department and its Intermediary Care Clinic is in the common interest of both parties and necessary for the benefit of the public; and

WHEREAS, the County is contributing a total of $120,000.00 towards administrative, personnel, and program-related costs incurred in connection with the City's operation of the Intermediary Care Clinic; and

WHEREAS, each governing body finds that the payments for the performance of services or functions hereunder fairly compensate the performing party and shall be made from the current revenues available to the paying party;

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises of the parties contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement begins upon the effective date and ends on June 30, 2026.

2. Services and Payment.

    a. City agrees to operate the Intermediary Care Clinic during the term of this Agreement and provide continuum of care medical services

to individuals discharged from hospitals who lack access to a primary care physician.

b. County shall pay to the City $60,000.00 following the execution of this Agreement and upon receipt of an invoice provided by the City. The County shall pay the City the remaining $60,000.00 at the beginning of the second twelve-month reporting period, upon receipt of an invoice provided by the City. In no instance shall the County pay more than $120,000.00 under this Agreement.

c. City shall use the funds provided by the County for the purpose of funding a portion of the administrative, personnel, and program-related costs (including, but not limited to, physician services, clinical supplies, laboratory services, and pharmacy services) incurred in connection with operating the Intermediary Care Clinic.

d. The City shall provide the County a copy of any agreement between the City and medical staffing providers for the Intermediary Care Clinic. City shall also provide County with annual reports as of June 30, 2025, and June 30, 2026, no later than thirty days after the close of each twelve-month period. The annual reports shall detail the number of patients served, patient demographic data, and the percentage of patients established with a primary care physician within ninety days of discharge.

3. Entire Agreement. This document is the whole and complete Agreement by and between the parties and may not be modified in any way except upon the prior written consent of the parties hereto.

CITY OF LUBBOCK

Mark W. McBrayer
Mayor

(Date)

ATTEST:

Courtney Paz, City Secretary

LUBBOCK COUNTY, TEXAS

Curtis Parrish
County Judge

(Date)

ATTEST:

Kelly Pinion, County Clerk

APPROVED AS TO CONTENT:

Katherine Wells
Director of Public Health

APPROVED AS TO FORM:

Rachael Foster
Assistant City Attorney

APPROVED AS TO FORM:

Marlise Boyles
Civil Division
Lubbock County Criminal District
Attorney's Office

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Amendment No. 3 to the Administration Substance Use Disorder Services Grant Agreement Health and Human Services Contract No. HHS000779500001, and all related documents, by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.

Item Summary

This is an existing grant. The Administration Substance Use Disorder Services (ADMIN) Contract was initially awarded to the Public Health Department in 2020 from the Texas Health and Human Services Commission (HHSC), to establish an administrative group to oversee substance use treatment services in the community. The role of this group is to oversee the subcontracting of substance use treatment services in the area, to execute memoranda of understanding with partners, and to provide administrative oversight of subcontractors, in order to ensure compliance and assure quality of services rendered.

Amendment No. 3 renews the contract for the state Fiscal Year 2025, adds funding, and amends and modifies the Fiscal Requirements, Categorical Budget, Contract Affirmation, and Uniform Terms and Conditions, as outlined in the contract.

Amendment No. 3 reflects a revised termination date of August 31, 2025. This document requires an electronic signature.

Fiscal Impact

Amendment No. 3 adds $250,000 to the state Fiscal Year 2025.
A local match is not required for this grant.
A budget amendment is not needed since this funding is included in the FY 2024-25 Budget.

Staff/Board Recommending

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

Attachments

Resolution
Amendment No. 3

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 3 to the Administration Substance Use Disorder Services Grant Agreement, Health and Human Services Commission Contract No. HHS000779500001, by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

RES HHSC Contract No. HHS000779500001 Amendment No.3
8.8.24

HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500001
AMENDMENT NO. 3

The **HEALTH AND HUMAN SERVICES COMMISSION** ("HHSC" or "System Agency") and **CITY OF LUBBOCK** ("Grantee"), who are collectively referred to herein as the "Parties," to that certain Administration Substance Use Disorder Services ("ADMIN") Contract effective August 1, 2020, and denominated HHSC Contract No. HHS000779500001 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, HHSC has chosen to exercise its option to renew the contract in accordance with Article III; and

WHEREAS, the Parties desire to add funding, revise Fiscal Requirement, Approved Categorical Budget, Contract Affirmation and Uniform Terms And Conditions-Grant, to allow for successful completion of the Project.

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

1. **ARTICLE III, DURATION,** of the Contract is hereby amended to reflect a revised termination date of August 31, 2025.

2. **ARTICLE IV, BUDGET,** of the Contract is hereby amended to add **TWO HUNDRED FIFTY THOUSAND ($250,000.00) DOLLARS** to the contract for a total not to exceed **ONE MILLION THREE HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED THIRTY-FIVE ($1,376,835.00) DOLLARS.** The below table documents the HHSC funding, required match, and fiscal year total contract value(s) for the term of the contract:

FY	Program ID	HHSC Share Amt	Amt added by Amendment	Match	FY TCV
2020	SA/ADMIN	$126,272.00	$0.00	$0.00	$126,272.00
2021	SA/ADMIN	$250,000.00	$0.00	$0.00	$250,000.00
2022	SA/ADMIN	$250,000.00	$0.00	$0.00	$250,000.00
2023	SA/ADMIN	$250,000.00	$563.00	$0.00	$250,563.00
2024	SA/ADMIN	$250,000.00	$0.00	$0.00	$250,000.00
2025	SA/ADMIN	$0.00	$250,000.00	$0.00	$250,000.00

	Total	**$1,126,272.00**	**$250,563.00**	**$0**.00	**$1,376,835.00**

3. **ATTACHMENT B-1, FISCAL REQUIREMENTS (SEPTEMBER 2023)**, Is hereby deleted in its entirety and replaced with **ATTACHMENT B-3, FISCAL REQUIREMENTS (AUGUST 2024).**

4. **ATTACHMENT B-2, APPROVED CATEGORICAL BUDGET (EFFECTIVE SEPTEMBER 1, 2023)**, is hereby deleted in its entirety and replaced with **ATTACHMENT B-4, APPROVED CATEGORICAL BUDGET (AUGUST 2024).**

5. **ATTACHMENT C, CONTRACT AFFIRMATIONS, VERSION 2.2,** is hereby deleted in its entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATIONS, VERSION 2.3.**

6. **ATTACHMENT D, UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.2,** is hereby deleted in its entirety and replaced with **ATTACHMENT D, UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.3**.

7. **ATTACHMENT H-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)** is supplemented with **ATTACHMENT H-2 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)** in order for Grantee to complete the re-certification to meet the federal requirement.

8. This Amendment No. 3 shall be effective as of August 31, 2024.

9. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 3
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779500001

HEALTH AND HUMAN SERVICES COMMISSION	**CITY OF LUBBOCK**
By: _____	By: _____
Date of Signature: _____	Date of Signature: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT B-3	**FISCAL REQUIREMENTS (AUGUST 2024)**
ATTACHMENT B-4	**APPROVED CATEGORICAL BUDGET (AUGUST 2024)**
ATTACHMENT C	**HHS CONTRACT AFFIRMATIONS VERSION 2.3**
ATTACHMENT D	**HHS UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.3**
ATTACHMENT H-2	**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM**

ATTACHMENT B-3
FISCAL REQUIREMENTS
(AUGUST 2024)

I. CONTRACT FUNDING

The Contract is funded under the United States Health and Humans Services (HHS) Commission, Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant, Assistance Listing Number (ALN), 93.959.

A. System Agency Share total reimbursements will not exceed $1,376,272.00 for the period from August 1, 2020, through August 31, 2025, as follows:
   1. Fiscal Year 2020, August 1, 2020, through August 31, 2020: $126,272.00
   2. Fiscal Year 2021, September 1, 2020, through August 31, 2021: $250,000.00
   3. Fiscal Year 2022, September 1, 2021, through August 31, 2022: $250,000.00
   4. Fiscal Year 2023, September 1, 2022, through August 31, 2023: $250,563.00
   5. Fiscal Year 2024, September 1, 2023, through August 31, 2024: $250,000.00
   6. Fiscal Year 2025, September 1, 2024, through August 31, 2025: $250,000.00

II. GRANTEE FISCAL REQUIREMENTS

Grantee will:

A. Comply with the following Code of Federal Regulation (CFR) statutes:
   1. Block Grants: 45 CFR Part 96, Subpart C, as applicable and as found at the following URL: https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-96.
   2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: 2 CFR Part 200, as applicable and as found at the following URL: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.

B. Comply with the following grant requirements:
   1. Federal Funding Accountability and Transparency Act Reporting Requirements, as located at the following URL: https://www.hhs.texas.gov/business/grants/federal-funding-accountability-transparency-act-reporting-requirements.
   2. Indirect Cost Rates, as located at the following URL: https://www.hhs.texas.gov/business/grants/indirect-cost-rates.

C. Comply with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts website at the following URL: https://comptroller.texas.gov/purchasing/grant-management/.

D. Access the Transactions List report in the CMBHS application to identify the amount of federal funds allocated to this award for each transaction.

E. Not apply any unexpended balance associated with any other System Agency-funded contract to this Contract.

F. Comply with the invoicing and payment requirements stated below:

1. Grantee will submit monthly invoices to System Agency utilizing CMBHS by the 15th of the month following the month in which expenses were incurred.
2. After the closure of each State Fiscal Year (FY), System Agency will conduct Contract close-out activities. Grantee will ensure all invoices for the most recently completed FY are submitted in CMBHS by October 15th. Invoices submitted after the October 15th deadline may be denied.
3. All invoices for services provided by Grantee in September of each FY must be submitted by October 15th. Any invoices submitted after this date may be denied due to the grant budget period being closed.
4. System Agency may request additional documentation to support an invoice. All requests for additional information must be provided by System Agency's deadline.

G. Adhere to the FY allocation information identified in Section I.A above.. System agency's share and match allocations under the Contract for FY2020 – FY2025 are documented in the **SECTION IV, BUDGET**, of the Contract, as amended. Grantee is not required to contribute match funds under this Contract.

H. Adhere to the cost reimbursement budget information stated below.
   1. **ATTACHMENT B-4, APPROVED CATEGORICAL BUDGET (EFFECTIVE SEPTEMBER 1, 2023)**, documents all approved and allowable expenditures and incorporated into the Contract. Grantee shall *only* utilize the funding detailed in **ATTACHMENT B-4, APPROVED CATEGORICAL BUDGET (EFFECTIVE SEPTEMBER 1, 2024)**, for its approved and allowable costs.
   2. If needed, Grantee may revise the **ATTACHMENT B-4, APPROVED CATEGORICAL BUDGET (EFFECTIVE SEPTEMBER 1, 2024)**. The requirements to revise the categorical budget are as follows:
      a. Grantee may transfer funds from the budgeted direct categories only, except for the "Equipment" category. Grantee may transfer up to ten percent (10%) of the allocated FY Contract value without System Agency approval. Budget revisions exceeding the ten percent (10%) requirement require System Agency's written approval.
      b. Grantee may request revisions to the approved cost reimbursement budgeted direct categories that exceed the ten percent (10%) requirement, excluding the "Equipment" and/or "Indirect Cost" categories, by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an Amendment, in accordance with **SECTION 4.01** of **ATTACHMENT E, SPECIAL CONDITIONS VERSION 1.3**. System Agency shall provide written notification of the approval or denial of the request, and the assigned contract manager will update CMBHS, as necessary.
      c. Grantee may revise the Cost Reimbursement budget "Equipment" category and/or "Indirect Cost" category, however a formal Amendment is required. Grantee must submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned contract manager will provide written notification stating whether the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both Parties.
   3. The budgeted indirect cost amount is provisional and subject to change. System Agency

reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.

I. Comply with the Financial Status Report (FSR) requirements stated below.
   1. Grantee shall submit quarterly FSRs in CMBHS to document all expenditures for each Program ID referenced in the Contract. The FSRs shall be submitted by the due date identified in **ATTACHMENT A, SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023)**.
   2. Grantee shall submit the following supportive documentation for each quarterly FSR by the due date and submission method identified in **ATTACHMENT A, SECOND REVISED STATEMENT OF WORK (SEPTEMBER 2023)**:
      a. A general ledger that documents all expenditures to support the data reported in the FSR.
      b. A general ledger worksheet that will provide an analysis of the general ledger by separating the expenses into the categorial budget category. The general ledger worksheet must be completed using the System Agency template.

J. Comply with the budget program adjustment (BPA) requirements identified below.
   1. Grantee may request revisions to the approved categorical budget by completing a Budget Program Adjustment Form and submitting the form to the System Agency contract manager, and the SUD Mailbox (SUD.Contracts@hhs.texas.gov) or the System Agency required submission method.
   2. The types of BPA revisions Grantee may request are:
      a. Budget changes for direct categories that exceed the allowable variance.
      b. Budget changes to the indirect cost categories, in compliance with the System Agency approved rate.
      c. Budget changes to the direct category, "Equipment."
      d. Requesting additional funding.
   3. System Agency will review the BPA request to determine if the BPA is allowable under the Contract and will notify Grantee whether the request is approved or denied. System Agency will review and provide written communication responding to the Grantee's BPA request within thirty (30) calendar days from receiving a Budget Program Adjustment Form.
   4. Grantee must submit its BPA requests for each FY by March 1st.

III. CATEGORICAL BUDGET

The approved FY categorical budget for all awarded Program services is located at **ATTACHMENT B-4, APPROVED CATEGORICAL BUDGET (EFFECTIVE SEPTEMBER 1, 2024)**. The categorical budget will be reflected in CMBHS for each awarded FY, unless modified by a BPA.

ADMIN PROGRAM

Budget Summary Detail

Budget Categories	System Agency Funds Requested	Non-System Agency Funds: Cash Match	Non-System Agency Funds: In-Kind	Category Total
Personnel	$ 156,700.00	$ -	$ -	$ 156,700.00
Fringe Benefits	$ 75,176.00	$ -	$ -	$ 75,176.00
Travel	$ 12,794.00	$ -	$ -	$ 12,794.00
Equipment	$ -	$ -	$ -	$ -
Supplies	$ 400.00	$ -	$ -	$ 400.00
Contractual	$ -	$ -	$ -	$ -
Other	$ 1,930.00	$ -	$ -	$ 1,930.00
Total Direct Costs	$ 250,000.00	$ -	$ -	$ 250,000.00
Indirect Costs	$ -	$ -	$ -	$ -
Totals	$ 250,000.00	$ -	$ -	$ 250,000.00

Organization Name:	City of Lubbock
Contract Number:	HHS000779500001
Fiscal Year:	2025

Personel Contract Detail

Functional Title	Justification	Total FTE's	Total Avg Monthly Salary/Wage	Number of Months	Funding Source	Salary / Wages Requested for Project
Substance Use Service Coordinator - LaShonda Black	Provide oversight to the Program/Financial Manager and Case Manager by evaluating and monitoring performance of program staff. Salary was calculated adjusting for a 5% merit increase each year.	0.1	$ 6,203.00	12	System Agency Funds or Cash Match	$ 7,444.00
Program /Financial Manager - David Davila	Evaluate and monitor subcontractors, contracts and expenditures. Conduct site visits of network providers. Salary was calculated adjusting for a 5% merit increase each year.	1	$ 4,770.00	12	System Agency Funds or Cash Match	$ 57,240.00
Case Manager - Christina Watts	Evaluate and monitor subcontractors documentation. Conduct site visits of network providers. Salary was calculated adjusting for a 5% merit increase each year	1	$ 4,171.00	12	System Agency Funds or Cash Match	$ 50,052.00
Administrative Assistant - Kristin Dixon	Administrative functions to support grant funded staff, including payroll, travel, processing invoices and general admin support. Salary was calculated adjusting for a 5% merit increase each year.	0.5	$ 2,717.00	12	System Agency Funds or Cash Match	$ 16,302.00

Financial Analyst - HD - Gloria Diaz	Monitor budgets and grant compliance for all substance use disorder related programs. Provides additional program oversight and support. Salary was calculated adjusting for a 5% merit increase each year	0.4	$ 5,763.00	12	System Agency Funds or Cash Match	$ 27,662.00
						$ -
					System Agency Funds or Cash Match Total	$ 189,700.00
					In Kind Match Total	$ -
					Salary Wage Total	$ 189,700.00

Fringe Benefits

Enter either the percentage or cash amount

Total Fringe Benefit %	48.00%
or Total Fringe Benefit $	

Fringe Benefit Amounts

Cash	$ 76,176.00
In Kind Match	$ -
Fringe Benefits Total	$ 76,176.00

List the types of costs that comprise your organization's fringe benefits

Certification Pay for 4 employees ($23.08), $18.46 Certification Pay for 1 employee, (.1747) subject to TMRS, FICA (7.8%), Health Insurance ($360.95 per pay period), Dental Insurance ($15.55 per pay period)

Travel Category Detail

Indicate Policy Used

- City of Lubbock Travel Policy
- Organization's Travel Policy * - Include travel policy in renewal response if using Organization's travel policy
- State of Texas Travel Policy

Conference / Workshop Travel Costs

Description of Conference / Workshop	Justification	Location City/State	Number of Days	Number of Employees	Total Auto Mileage Cost	Airfare	Meals	Lodging	Other Costs	Funding Source	Total
Provider Educational Meetings - HHSC Institute	Attend provider meetings and educational trainings or meetings to help educate and properly train staff. David Davila, Christina Watts and Gloria Diaz. Per Diem rates are based on the City/County at GSA Per Diem Rates. The City of Lubbock Travel Policy is followed for all travel. Full Conference Rate (other rates) $400. Hotel Rate per diem rate is $184 per night. This rate can change depending on whether or not the hotel is fully booked or the conference changes the place the conference takes place. Meal Per Diem Rate is $64 per day. Flight estimation is $400 per person with taxes and fees per airline. Flight rate varies depending on when the flight is booked.	Austin, TX	6	3		$ 1,200.00	$ 1,152.00	$ 3,000.00	$ 1,200.00	System Agency Funds or Cash Match	$ 6,552.00

Local or State Conferences - TAAP	Provide professional development and further educate staff. David Davila, Christina Watts and Gloria Diaz. Per Diem rates are based on the City/County at GSA Per Diem Rates. The City of Lubbock Travel Policy is followed for all travel. Conference Rate (other costs) is $295 per person. Daily Hotel Room Rate is $249 per person. Meal Per Diem Rate is $143 per day. Flight estimatation is $400 per person with taxes and fees per airline. Flight rate varies depending on when the flight is booked.	San Antonio, TX	4	3		$ 1,200.00	$ 1,116.00	$ 2,241.00	$ 885.00	System Agency Funds or Cash Match	$ 6,842.00
											$ -
										Total System Agency Funds or Cash Match for Conference / Workshop	$ 12,584.00
										Total In Kind Match for Conference / Workshop	$ -
										Total for Conference / Workshop Travel	$ 12,584.00

Other / Local Travel Costs

Justification	Mileage Reimbursement Rate	Number of Miles	Mileage Cost	Other Costs	Funding Source	Total Cost
Local Travel for Auditing subcontractors on a quarterly basis (cost for meals for 3 employees)			$ -	$200.00	System Agency Funds or Cash Match	$ 200.00
			$ -			$ -
					Total System Agency Funds or Cash Match for Other / Local Travel	$ 200.00
					Total In-Kind for Other / Local Travel	$ -
					Total for Other / Local Travel	$ 200.00

Cash Total	$ 12,784.00
In Kind Match Total	$ -
Total Travel Costs	$ 12,784.00

Equipment Category Detail

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Funding Source	Total Cost
					$ -
				System Agency Funds or Cash Match Total	$ -
				In Kind Match Total	$ -
				Total Amount Requested for Equipment	$ -

Supplies Category Detail

Description of Item	Purpose & Justification	Funding Source	Total Cost
Office Supplies	General Office Supplies needed to support the execution of the scope of work efficiently and effectively	System Agency Funds or Cash Match	$ 400.00
		System Agency Funds or Cash Match Total	$ 400.00
		In Kind Match Total	$ -
		Total Amount Requested for Supplies	$ 400.00

Contractual Category Detail

Contractor	Type	Description of Services	Justification	Payment Basis	Payment Rate	Number of Payments	Funding Source	Total Cost
							System Agency Funds or Cash Match Total	$ -
							In Kind Match Total	$ -
							Total Amount Requested for Contractual	$ -

Other Category Detail

Description of Item	Purpose & Justification	Funding Source	Total Cost
IT support charges. These are the charges incurred by the department for IT support and licenses of software suchs as Microsoft, Adobe, Internet. The fee does not include computer workstations or laptops	Required for the employees to have access to internet and other software programs. Two computers for David Davila and Christina Watts	System Agency Funds or Cash Match	$ 600.00
Telephone Services. Charges incurred by the department for telephone services	Required for the employees to have access to a phone. Two landlines for David Davila and Christina Watts	System Agency Funds or Cash Match	$ 600.00

Fleet Services: Charges incurred by the department for fleet services. This includes maintenance, major repairs and insurance.	Required to support the maintenance and upkeep of one (1) vehicle	System Agency Funds or Cash Match	$ 790.00
Adobe Acrobat fees	Adobe Acrobat fees for two users at $140 for 2 employees. David Davila and Gloria Diaz	System Agency Funds or Cash Match	$ 140.00
		System Agency Funds or Cash Match Total	**$ 1,930.00**
		In Kind Match Total	**$ -**
		Total Amount Requested for Other	**$ 1,930.00**

Indirect Category Detail

Governmental Entity Using a Central Service Cost Rate or Indirect Cost Rate

The organization's current Central Service Cost Rate or Indirect Cost Rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach copy of approved Rate Agreement or Certification of Cost Allocation Plan or Certification of Indirect Costs. City and County Governments with a Central Service Cost Rate should also complete the "Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan" section for the indirect costs of the City/County Department (e.g. Health Department) that System Agency is contracting with.

Rate

0%

Type

Base

Type of Costs Included in the Rate

Non Governmental Entity Using Indirect Cost Rate

The organization's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form.

Rate

Base

Type of Costs Included in the Rate

System Agency Funds or Cash Match: $ -

Indirect $ -

Total Indirect Costs $ -

HEALTH AND HUMAN SERVICES

Contract Number _____

Attachment ___ **CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

   Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

   Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

   Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

Published and Effective – November 2023

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 Interpretive Provisions

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

2.4 Billing

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 Use of Funds

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 Use for Match Prohibited

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 Program Income

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 Nonsupplanting

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 Indirect Cost Rates

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.

B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.

B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.

B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

D. Grantee shall make System Agency Data available to System Agency, including to

System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.

B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.

D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.

E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:

i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.

B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

A. The Grantee must ensure equipment with a per-unit cost of $5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.

B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.

C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.

D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, and Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.

D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.

E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 Confidentiality

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. Grant Remedies, Termination and Prohibited Activities

9.1 Remedies

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:

i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
iv. suspending all or part of the Grant Agreement;
v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
vi. recouping payments made by the System Agency to the Grantee found to be in error;
vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is

obtained;

ix. withholding release of new grant agreements; and

x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 Termination for Convenience

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 Termination for Cause

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 Inherently Religious Activities

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 Political Activities

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. Indemnity

10.1 General Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT

AGREEMENT.

10.2 Intellectual Property

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. **THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
ii. **ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
iii. **SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 Additional Indemnity Provisions

A. **GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
B. **THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
C. **GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant

Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

iii. Applying to all employees and visitors in this designated area; and

iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 Insurance and Bonds

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its

Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 Limitation on Authority

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
   i. Make public policy on behalf of the System Agency;
   ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
   iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 Change in Laws and Compliance with Laws

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 Subcontractors

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 Permitting and Licensure

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 Independent Contractor

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 Governing Law and Venue

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 Severability

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 Survivability

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 Force Majeure

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 No Implied Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 Funding Disclaimers and Labeling

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 Media Releases

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 Prohibition on Non-Compete Restrictions

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 Sovereign Immunity

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 Entire Contract and Modification

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 Counterparts

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 Proper Authority

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-Verify Program

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 Civil Rights

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require

contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the

Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Amendment No. 3 to the Health and Human Services Commission Contract No. HHS000780500002, and all related documents, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Community Health Workers, by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.

Item Summary

This is an existing grant. This grant was initially awarded to the Public Health Department in 2020 from the Texas Health and Human Services Commission (HHSC), to establish a group of Community Health Workers to be housed within the Public Health Department. The role of the Community Health Workers is:

1) to increase opportunities for those who use substances, including opioids;
2) to reduce harm related to substance use;
3) to increase retention in substance use and mental health services;
4) to assist individuals to address medical needs; and
5) to help individuals who desire change, to build a foundation for their recovery.

Amendment No. 3 extends the term of the contract, adds funding for the state Fiscal Year 2025, and amends and modifies the Budget, Categorical Budget, Contract Affirmations, and Uniform Terms and Conditions as outlined in the contract.

Amendment No. 3 reflects a revised termination date of August 31, 2025. This document requires an electronic signature.

Fiscal Impact

Amendment No. 3 adds $464,000 to the state Fiscal Year 2025.
A 5% local match of $23,200 is required for this grant.
A budget amendment is not needed since this funding is included in the FY 2024-25 Health Department Budget.

Staff/Board Recommending

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

Attachments

Resolution
Amendment No. 3

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 3 to the Health and Human Services Commission Contract No. HHS000780500002, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Community Health Workers (CHW), by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and all related documents. 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

RES.HHSC Contract No. HHS000780500002 CHW Amendment No.3
8.8.24

HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000780500002
AMENDMENT NO. 3

The **HEALTH AND HUMAN SERVICES COMMISSION** ("HHSC" or "System Agency") and CITY OF LUBBOCK ("Grantee", "Performing Agency", or "Contractor")**,** who are collectively referred to herein as the "Parties," to that certain Community Health Workers (CHWs) Grant Contract effective July 1, 2020, and denominated HHSC Contract No. HHS000780500002 ("Contract"), as amended, now desire to amend the Contract.

WHEREAS, the Parties desire to extend the term of the Contract and add funding to allow for successful completion of the Project; and

WHEREAS, the Parties desire to revise Attachment B, Budget and Attachment B-1, Categorical Budget; and

WHEREAS, HHSC desires to update certain Contract terms and conditions.

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

1. **SECTION III** of the Contract, **Duration**, is hereby deleted in its entirety and replaced with the following:

   "This Contract is effective July 1, 2020, and it shall terminate on **August 31, 2025**, with no further renewals permitted, unless terminated pursuant to the terms and conditions of the contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties."

2. **SECTION IV** of the Contract, **BUDGET**, is hereby amended to add **$464,000.00 Dollars** to the contract for a total not to exceed **$2,679,600.00 Dollars**. The below table documents the HHSC funding, required match, and fiscal year total contract value(s) for the term of the contract:

FY	Program ID	HHSC Share Amt	Amt added by Amendment	Match	FY TCV
2020	SA/CHW	$232,000.00	$ 0.00	$11,600.00	$243,600.00
2021	SA/CHW	$464,000.00	$ 0.00	$23,200.00	$487,200.00
2022	SA/CHW	$464,000.00	$ 0.00	$23,200.00	$487,200.00
2023	SA/CHW	$464,000.00	$ 0.00	$23,200.00	$487,200.00
2024	SA/CHW	$464,000.00	$ 0.00	$23,200.00	$487,200.00
2025	SA/CHW	$ 0.00	$464,000.00	$23,200.00	$487,200.00
	Total	$2,088,000.00	$464,000.00	$127,600.00	$2,679,600.00

3. **ATTACHMENT B, BUDGET (REVISED SEPTEMBER 2021)** and **ATTACHMENT B, BUDGET (AUGUST 2023),** are hereby deleted in their entirety and replaced with **ATTACHMENT B, BUDGET (AUGUST 2024).**

4. **ATTACHMENT B-1, APPROVED CATEGORICAL BUDGET (AUGUST 2023),** is hereby deleted in its entirety and replaced with **ATTACHMENT B-1, APPROVED CATEGORICAL BUDGET (AUGUST 2024).**

5. **ATTACHMENT D** of the Contract, **CONTRACT AFFIRMATIONS v. 2.2** is hereby deleted in its entirety and replaced with **ATTACHMENT C, CONTRACT AFFIRMATIONS v. 2.3**.

6. **ATTACHMENT C** of the Contract, **UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.2** is hereby deleted in its entirety and replaced with **ATTACHMENT D, UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.3.**

7. **ATTACHMENT I** of the Contract, **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY Act (FFATA** and all other references to the **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA**) are hereby deleted in their entirety and replaced with **ATTACHMENT I-1 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA), SEPTEMBER 2024** in order for Grantee to complete the certification to meet the federal requirement.

8. This Amendment No. 3 shall be effective as of August 31, 2024.

9. Except as amended and modified by this Amendment No. 3 all terms and conditions of the Contract, as amended, shall remain in full force and effect.

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 3
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000780500002

HEALTH AND HUMAN SERVICES COMMISSION	CITY OF LUBBOCK
By: _____	By: _____
Date of Execution: _____	Date of Execution: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT B	**BUDGET (AUGUST 2024).**
ATTACHMENT B-1	**APPROVED CATEGORICAL BUDGET (AUGUST 2024)**
ATTACHMENT C	**CONTRACT AFFIRMATIONS V. 2.3**
ATTACHMENT D	**UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 3.3**
ATTACHMENT I-1	**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA), SEPTEMBER 2024**

ATTACHMENT B
BUDGET
(AUGUST 2024)

A. Contract is funded with United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant, Assistance Listing Number (ALN), 93.959.

B. Compliance with the following Code of Federal Regulation (CFR):

1. SUPTRS Block Grant: 45 CFR Part 96, Subpart C, link: 45 CFR Part 96.

2. Federal Uniform Grant Guidance for Title 2, Grants and Agreements, Subtitle A. Office of Management and Budget Guidance for Grant and Agreements, Chapter II Office of Management and Budget Guidance, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for link: https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance

C. Compliance with the following Grant requirements, located at System Agency's website: https://www.hhs.texas.gov/business/grants

1. Federal Funding Accountability and Transparency Act Reporting Requirements.

2. Indirect Cost Rates.

D. Compliance with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts, link: https://comptroller.texas.gov/purchasing/grant-management/

E. Grantee may access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.

F. The Substance Use Prevention, Treatment and Recovery Services Block Grant, the assistance listing number 93.959 requires a five percent match requirement.

G. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.

H. Invoice and Payment Requirements

1. Grantee shall submit monthly invoices to the System Agency utilizing CMBHS by the 15th of the month.

2. After the closure of each State Fiscal Year (FY), System Agency will conduct contract close-out activities. Grantee shall ensure all invoices for the FY are submitted in CMBHS by October 15th. Invoices submitted after October 15th deadline may be denied.

3. All invoices for September service period of the current fiscal year must be submitted by October 15th. The invoices submitted after this date may be denied due to the grant budget period being closed.

4. System Agency may request additional supportive documentation to support the invoices. All requests for additional information shall be provided by the deadline requested.

I. Funding

1. The System agency share and match allocations for the Contract, Fiscal Years 2020 through 2025, are documented in the **Contract Signature document, Section IV. BUDGET and all funding changes documented in executed amendments.**

2. The Contract requires a five (5%) percent match contribution.

J. Cost Reimbursement Budget

1. The **Attachment B-1 Approved Categorical Budget (August 2024)** documents all approved and allowable expenditures and incorporated into the Contract. Grantee shall *only* utilize the funding detailed in **Attachment B-1 Approved Categorical Budget (August 2024)** for approved and allowable costs.

2. If needed, Grantee may revise the **Attachment B-1 Approved Categorical Budget (August 2024).** The requirements are as follows:

   a. Grantee is allowed to transfer funds from the budgeted direct categories only, with the exception of the Equipment Category. Grantee may transfer up to ten (10) percent of the Fiscal Year Contract value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.

   b. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten (10) percent requirement stated in **(J)(2)(a)**,

by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.

a. Grantee may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' Categories, however a formal Amendment is required. Grantee shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.

3. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.

K. Financial Status Report Requirements

1. Grantee shall submit quarterly Financial Status Report (FSR) in CMBHS to document all expenditures, for each Program ID referenced in the Contract Signature Page. The Reports shall be submitted by the due date documented in **Attachment A**.

2. Grantee shall submit the following supportive documentation for each quarterly FSR. The documentation shall be submitted by the due date and submission system documented in Attachment A:

a. General Ledger: The general ledger that documents all expenditures to support the data reported in the FSR.

b. General Ledger Worksheet: The worksheet shall provide an analysis of the General Ledger by documenting the expenses into the categorial budget category. The Worksheet shall be completed on the System Agency template.

L. Budget Program Adjustment Requests Requirements

1. Grantee may request revisions to the approved categorical budget by completing a Budget Program Adjustment (BPA) Form and submitting to the System Agency Contract Manager and the SUD Mailbox at SUD.Contracts@hhs.texas.gov or the System Agency required submission system location.

1. The types of BPA revisions Grantee may request are:
   a. Budget changes for direct categories that exceed the allowable variance.
   b. Budget changes to the indirect cost categories, in compliance with the System Agency approved rate.
   c. Budget changes to the direct category, Equipment.
   d. Requesting additional funding.

2. System Agency will review the request to determine if the request is allowable under the RFA, if applicable, and if the request is approved or denied. The estimated timeline for System Agency to review and provide written communication on the results of the BPA request is 30 days from receiving an accepted form.

3. Each Fiscal Year (FY), the deadlines to submit BPA's is March 1st.

M. Categorical Budget

The approved fiscal year categorical budgets for all awarded Program services is referenced in **Attachment B-1, Approved Categorical Budget (August 2024)**. The budget will be reflected in CMBHS for each awarded Fiscal year unless modified during a BPA.

Personnel Category Detail

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers
Region:	1
Fiscal Year:	2025
Total Contract Value (System Agency+Match)	
Date Submitted to HHSC:	

Personnel

Functional Title	Justification	Existing	Proposed	Vacant	Total FTE's	Total Avg Monthly Salary/Wage	Number of Months	Funding Source	Salary / Wages Requested for Project
Program Director	Provide oversight to the community health worker program by evaluating and monitoring performance of program staff. Monitor and track all program expenditures and documentation in Unite Us. Salary was calculated adjusting for a 5% merit increase each year.	.65			0.65	$6,203	12	Cash	**48,383.00**
Community Health Worker III	Provide case management to substane using individuals and outreach services to communites that may be affected by substance use. Salary was calculated adjusting for a 5% merit increase each year.	2			2	$4,171	12	Cash	**100,094.00**
Community Health Worker II	Provide direct support to substance using individuals to improve overall health and reduce homelessness within the popullation served. Works with Case Manager to ensure services are delivered. Salary was calculated adjusting for a 5% merit increase each year.	2			2	$3,145	12	Cash	**75,474.00**
Director of Public Health	Provides oversight to the community health program and staff.	.04			0.04	$13,415	12	Cash	**6,439.00**
Management Assistant	Submits payroll. processes travel and other requests for the community health program.	.29479			0.29479	$4,738	12	Cash	**16,761.00**
					0				-
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					0				-
					0				-
Cash Total									**247,151.00**
In Kind Match Total									**-**
Salary Wage Total									**247,151.00**

Fringe Benefits

Enter either the percentage or cash amount

Total Fringe Benefit %:	48.00%
or Total Fringe Benefit $	

Fringe Benefit Amounts

Cash:	$107,496.00
In Kind Match:	
Fringe Benefits Total:	$107,496.00

List the types of costs that comprise your organization's fringe benefits

Certification Pay for 5 employees ($23.08), (.1747) subject to TMRS, FICA 97.8%, Health Insurance($360.95 per pay period), Dental Insurance ($15.55 per pay period)

Travel Category Detail

Organization Name: City of Lubbock Health Department
Contract Number: HHS000780500002
Program ID: Community Health Workers

Indicate Policy Used

○ Organization's Travel Policy *
● State of Texas Travel Policy

* Include travel policy in renewal response if using Organization's travel policy

Conference / Workshop Travel Costs

Description of Conference / Workshop	Justification	Location City/State	Number of Days	Number of Employees	Total Auto Mileage Cost	Airfare	Meals	Lodging	Other Costs	Funding Source	Total
Local or State Conferences	Attend Educational Addiction Focused Conference (20.5 CEUs)	TBD-USA	5	5		$2,500	$1,875	$3,000	$2,750	Cash	$10,125.00
Provider/Educational Conferences/Meetings	CHW ethics, emotional intelligence, mental health, greif/loss, suicide and vaccines conference	TBD-USA	2	5		$2,500	$1,875	$2,000	$1,101	Cash	$7,476.00
CHW Annual Conference	Attend Annual State Conference	TBD-USA	3	5		$2,500	$1,875	$3,000	$2,750	Cash	$10,125.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
Total Cash for Conference / Workshop											**$27,726.00**
Total In Kind Match for Conference / Workshop											**$0.00**
Total for Conference / Workshop Travel											**$27,726.00**

Other / Local Travel Costs

Justification	Mileage Reimbursement Rate	Number of Miles	Mileage Cost	Other Costs	Funding Source	Total Cost
Travel within region (cost for meals for 6 employees @ 26 times)			$0	$450.00		$450.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
			$0			$0.00
Total Cash for Other / Local Travel						**$0.00**
Total In Kind Match for Other / Local Travel						**$0.00**
Total for Other / Local Travel						**$0.00**

Cash Total	**$27,726.00**
In Kind Match Total	**$0.00**
Total Travel Costs:	**$27,726.00**

Equipment Category Detail

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Funding Source	Total Cost
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Cash Total					**$0.00**
In Kind Match Total					**$0.00**
Total Amount Requested for Equipment					**$0.00**

Supplies Category Detail

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers

Description of Item	Purpose & Justification	Funding Source	Total Cost
Office Supplies	**General office supplies needed to support the execution of the scope of work with efficiency and effectiveness.**	Cash	**$ 5,347.00**
Cash Total			**$ 5,347.00**
In Kind Match Total			**$ -**
Total Amount Requested for Supplies			**$ 5,347.00**

Contractual Category Detail

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers

Contractor	Type	Description of Services	Justification	Payment Basis	Payment Rate	Number of Payments	Funding Source	Total Cost
TTU	Vendor	Community Health Worker I	Provide direct support to substance using individuals to improve overall health and reduce homelessness within the popullation served. Works with Case Manager to ensure services are delivered. Works with direct supervision while earning 2000 certification hours. Temporary salary is $11.00/hour at 40 hours a week.	Weekly	$440	52	Cash	$22,880.00
Cash Total								**$22,880.00**
In Kind Match Total								**$0.00**
Total Amount Requested for Contractual								**$22,880.00**

Other Category Detail

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers

Description of Item	Purpose & Justification	Funding Source	Total Cost
IT support charges: These are the charges incurred by the department for IT support and licenses of software suchs as Microsoft, Adobe, Internet. The fee does not include computer workstations or laptops	Required for employees to have access to internet and other software program	Cash	$3,000.00
Auto Fuel for 3 vehicles	Fuel for program vehicles	Cash	$6,000.00
Telephone Services: Charges incurred by the department for telephone services	Required for emplyees to have access to a phone	Cash	$2,000.00
Printing -City of Lubbock Print shop	City fo Lubbock print shop charges for materials and handouts	Cash	$2,000.00
Program Apparell for CHW staff	Program apparrel to ensure staff are identified while provideing services in the community	Cash	$1,500.00
CPR and First Aid Certification $50 x 6 staff=$250	Meet Staff Compency requirements	Cash	$300.00
Fleet Services: Charges incurred by the department for fleet services. This includes maintenance, major repairs and insurance.	Required to support the maintence and upkeep of 3 vehicles	Cash	$10,330.00
First Aid Kits 100ct	To increase First aid and safety in elgibe popullation	Cash	$350.00
Bags 1000 @ $4 each	Bags to hold condoms, literature, hygiene kits, first aid kits, and wound care kits	Cash	$4,000.00
Wound Kits (80 @ $9 per kit)	To improve wound care practices for the elgible population	Cash	$720.00
Condoms (5 cases @ $100 each)	To encourage safe sex practices for the elgible popullation	Cash	$500.00
Lubricant (2 cases @ 100 each)	To encourage safe sex practices for the elgible popullation	Cash	$200.00
Needle Cleaning Kits (100 @ $5 each)	Harm reducton for injecting drug users	Cash	$500.00
Hygiene kits (1000 @ $13 each)	To improve overall hygiene for the elgible popullation	Cash	$13,000.00
Narcan Carry Case (80 @ $ 10)	To Prevent Overdoses in the elgible popullation	Cash	$800.00
Narcan(80 doses $30 each)	To Prevent Overdoses in the elgible popullation	Cash	$2,400.00
Preprinted Educational Material	To increase knowledge and awareness in the elgible popullation	Cash	$3,000.00
Client Support (up to $250 per person)	To help population served access services	Cash	$24,500.00
Team Building and Self Care	Program Appareel to ensure staff are identified while providing services in the community	Cash	$1,500.00

Cash Total			**$76,600.00**
In Kind Match Total			**$0.00**
Total Amount Requested for Other			**$76,600.00**

Indirect Category Detail

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers

Indirect Cost Basis

Selection

○ **Governmental Entity Using a Central Service Cost Rate or Indirect Cost Rate**

The organization's current Central Service Cost Rate or Indirect Cost Rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach copy of approved Rate Agreement or Certification of Cost Allocation Plan or Certification of Indirect Costs. City and County Governments with a Central Service Cost Rate should also complete the "Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan" section for the indirect costs of the City/County Department (e.g. Health Department) that System Agency is contracting with.

Rate

Type

Base

Type of Costs Included in the Rate

○ **Non Governmental Entity Using Indirect Cost Rate**

The organization's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

Rate

Base

Type of Costs Included in the Rate

○ **Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan**

allocation plan
submitted to System Agency within 60 days of the contract start date. The CFPM is available on the following internet web link:
http://www.System Agency.state.tx.us/contracts/

Types of Costs

Allocation Base

Indirect Costs

Cash:	
Non System Agency Funds:	
Total Indirect Costs:	$0.00

Budget Summary

Organization Name:	City of Lubbock Health Department
Contract Number:	HHS000780500002
Program ID:	Community Health Workers
Region	1

Budget Categories

Budget Categories	System Agency Funds Requested	Cash Match	Non System Agency funds	Category Total
Personnel	$223,951.00	$23,200.00	$0.00	$247,151.00
Fringe Benefits	$107,496.00	$0.00	$0.00	$107,496.00
Travel	$27,726.00	$0.00	$0.00	$27,726.00
Equipment		$0.00	$0.00	$0.00
Supplies	$5,347.00	$0.00	$0.00	$5,347.00
Contractual	$22,880.00	$0.00	$0.00	$22,880.00
Other	$76,600.00	$0.00	$0.00	$76,600.00
Total Direct Costs	$464,000.00	$23,200.00	$0.00	**$487,200.00**
Indirect Costs		$0.00	$0.00	$0.00
Totals	**$464,000.00**	**$23,200.00**	**$0.00**	**$487,200.00**

Subcontracting

Subcontracting Percentage: 4.9%

Rev. 4/18

Match Contributions

Required Match Percentage:	5%	Calculated Match Percentage:	5%
Required Match Amount:	$23,200.00	Calculated Match Amount:	$23,200.00

Source of Cash Match Funds

Source of In Kind Match Funds

Program Income

Projected Earnings

Source of Earnings

Non System Agency Funding

Direct Federal Funds:	$0.00
Other State Agency Funds:	$0.00
Local Funding Sources:	$0.00
Other Funds:	$0.00
Total Projected Non-System Agency Funding:	$0.00

ATTACHMENT B-1
APPROVED CATEGORICAL BUDGET
(AUGUST 2024)

FY20	
PERSONNEL	$44,026.00
FRINGE BENEFITS	$21,133.00
TRAVEL	$ 0.00
SUPPLIES	$18,857.00
CONTRACTUAL	$ 0.00
EQUIPMENT	$95,000.00
OTHER	$64,584.00
TOTAL DIRECT CHARGES	$243,600.00
INDIRECT CHARGES	$ 0.00
TOTAL CONTRACT VALUE	$243,600.00
MATCH	$11,600.00
SYSTEM AGENCY SHARE	$232,000.00

FY21	
PERSONNEL	$235,364.00
FRINGE BENEFITS	$112,975.00
TRAVEL	$3,947.00
SUPPLIES	$3,000.00
CONTRACTUAL	$22,200.00
EQUIPMENT	$23,888.00
OTHER	$85,826.00
TOTAL DIRECT CHARGES	$487,200.00
INDIRECT CHARGES	$ 0.00
TOTAL CONTRACT VALUE	$487,200.00
MATCH	$23,200.00
SYSTEM AGENCY SHARE	$464,000.00

ATTACHMENT B-1
APPROVED CATEGORICAL BUDGET
(AUGUST 2024)

FY22	
PERSONNEL	$225,023.00
FRINGE BENEFITS	$108,013.00
TRAVEL	$16,595.00
SUPPLIES	$9,079.00
CONTRACTUAL	$10,200.00
EQUIPMENT	$ 0.00
OTHER	$118,290.00
TOTAL DIRECT CHARGES	$487,200.00
INDIRECT CHARGES	$ 0.00
TOTAL CONTRACT VALUE	$487,200.00
MATCH	$23,200.00
SYSTEM AGENCY SHARE	$464,000.00

FY23	
PERSONNEL	$225,023.00
FRINGE BENEFITS	108013
TRAVEL	$16,595.00
SUPPLIES	$9,079.00
CONTRACTUAL	$10,200.00
EQUIPMENT	$ 0.00
OTHER	$118,290.00
TOTAL DIRECT CHARGES	$487,200.00
INDIRECT CHARGES	$ 0.00
TOTAL CONTRACT VALUE	$487,200.00
MATCH	$23,200.00
SYSTEM AGENCY SHARE	$464,000.00

ATTACHMENT B-1
APPROVED CATEGORICAL BUDGET
(AUGUST 2024)

FY24	
PERSONNEL	$226,928.00
FRINGE BENEFITS	$108,925.00
TRAVEL	$25,305.00
SUPPLIES	$7,742.00
CONTRACTUAL	$ 0.00
EQUIPMENT	$ 0.00
OTHER	$95,100.00
TOTAL DIRECT CHARGES	$464,000.00
INDIRECT CHARGES	$ 0.00
TOTAL CONTRACT VALUE	$464,000.00
MATCH	$23,200.00
SYSTEM AGENCY SHARE	$464,000.00

HEALTH AND HUMAN SERVICES
Contract Number _____
___ CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor
Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') **Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

Published and Effective – November 2023

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 Interpretive Provisions

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.

B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.

B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.

B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

D. Grantee shall make System Agency Data available to System Agency, including to

System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.

B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.

D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.

E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:

i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.

B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

A. The Grantee must ensure equipment with a per-unit cost of $5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.

B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.

C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.

D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, And Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.

D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.

E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 Confidentiality

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. Grant Remedies, Termination And Prohibited Activities

9.1 Remedies

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:

i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
iv. suspending all or part of the Grant Agreement;
v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
vi. recouping payments made by the System Agency to the Grantee found to be in error;
vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is

obtained;

ix. withholding release of new grant agreements; and

x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 Inherently Religious Activities

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 Political Activities

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. Indemnity

10.1 General Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT

AGREEMENT.

10.2 Intellectual Property

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. **THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
ii. **ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
iii. **SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 Additional Indemnity Provisions

A. **GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
B. **THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
C. **GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant

Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

iii. Applying to all employees and visitors in this designated area; and

iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 Insurance and Bonds

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its

Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 Limitation on Authority

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
   i. Make public policy on behalf of the System Agency;
   ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
   iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 Change in Laws and Compliance with Laws

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 Subcontractors

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 Permitting and Licensure

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 Independent Contractor

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 Governing Law and Venue

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 Severability

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 Survivability

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 Force Majeure

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 No Implied Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 Funding Disclaimers and Labeling

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 Media Releases

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 Prohibition on Non-Compete Restrictions

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 Sovereign Immunity

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 Entire Contract and Modification

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 Counterparts

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 Proper Authority

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-Verify Program

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 Civil Rights

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require

contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters

E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the

Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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AI# 12777
Regular City Council Meeting 6. 21.
08/27/2024:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Amendment No. 4 to the Health and Human Services Commission Contract No. HHS00108140001, and all related documents, under the Substance Abuse Prevention and Behavioral Health Promotion Grant Program, by and between the City of Lubbock and the State of Texas Health and Human Services Commission.

Item Summary

This is an existing grant. The Substance Abuse Prevention and Behavioral Health Promotion Grant Programs (SA/Prevention) Contract was initially awarded to the Public Health Department in 2020 from the Texas Health and Human Services Commission (HHSC), to establish a Prevention Resource Center (PRC) for the area. The role of the PRC is to serve as a hub for updated and accurate information about substance use disorders. The PRC informs the community about best practices, collects and disseminates data, and coordinates training and events.

Amendment No. 4 amends and revises the Deliverables and Performance Measures, Uniform Terms and Conditions, and Contract Affirmations as outlined in the contract.

Amendment No. 4 will be effective on August 31, 2024. This document requires an electronic signature.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution
Amendment No. 4

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 Health and Human Services Commission Contract No. HHS001081400001, under the Substance Abuse Prevention and Behavioral Health Promotion Grant Program (SA/Prevention), by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

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HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001081400001
AMENDMENT NO. 4

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

WHEREAS, HHSC desires to revise the Deliverables and Performance Measures; Uniform Terms and Conditions and Contract Affirmations to allow for the successful completion of the Project;

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

1. **REVISED ATTACHMENT C-1: REVISED DELIVERABLES AND PERFORMANCE MEASURES (SEPTEMBER 2023)"** is hereby deleted in its entirety and replaced with **"ATTACHMENT C-2: REVISED DELIVERABLES AND PERFORMANCE MEASURES (AUGUST 2024).**

2. **ATTACHMENT D-1, UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.2, (JULY 2022)**, is hereby deleted in its entirety and replaced with **ATTACHMENT D-2, UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.3.**

3. **ATTACHMENT E-1, CONTRACT AFFIRMATIONS, VERSION 2.2 (EFFECTIVE MAY 2022),** is hereby deleted in its entirety and replaced with **ATTACHMENT E-2, CONTRACT AFFIRMATIONS, VERSION 2.3.**

4. **ATTACHMENT I-2: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM"** is supplemented with **ATTACHMENT I-3 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)** in order for Grantee to complete the re-certification to meet the federal requirement.

5. This Amendment shall be effective on August 31, 2024.

6. 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.

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

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 4
HHSC CONTRACT NO. HHS001081400001

HEALTH AND HUMAN SERVICES COMMISSION	**CITY OF LUBBOCK**
By: _____	By: _____
_____	_____
Date of Signature:	Date of Signature:

THE FOLLOWING ATTACHMENTS ARE INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT C-2	**REVISED DELIVERABLES AND PERFORMANCE MEASURES (AUGUST 2024).**
ATTACHMENT D-2	**UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.3.**
ATTACHMENT E-2	**CONTRACT AFFIRMATIONS, VERSION 2.3**
ATTACHMENT I-3	**FEDERAL FINANCIAL ACCOUNTING AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM.**

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1. All deliverables for the Contract are listed in the below deliverable table. Grantee is required to submit all deliverablaes for th**Attachment A, General Statement of Work Attachment B, Fiscal Requirements** and for all Prevention Programs (YP's, PRC, CCP) awarded in accordance with the Contract Signature Document.

2. Grantee shall ensure all required deliverables are submitted as follows:
a. The deliverables submitted shall be named the deliverable name referenced in column**"Report Name"**.
b. Reports are submitted by the due date in column**"Due Date"**. Note: Deliverables due on the weekend and/or holiday are due the next business day.
c. Reports are submitted by the submission system documented in the column**"submission system"**.
d. All reports required to be submitted to the SUD Mailbox at SUD.Contracts@hhs.texas.gov require the email subject line to utilize the following naming convention:
|FY for Report| Deliverable |Name of Report| |Program ID| |Contract No.|
e. System Agency may request deliverables to be submitted through an alternate submission system.

3. Grantee is required to submit performance measures in CMBHS for all Prevention Programs awarded. Grantee shall ensure compliance to the following requirements:
a. CCP, PRC and YP performance measures are submitted in CMBHS by the 15th of the current month. Grantee shall report the previous months activities.
b. Performance will be measured in part on the achievement of the key performance measures.
c. Guidance concerning each performance measure can be found in the Program Guide, "Performance Measure Definitions and Guidance."

Requirement	Report Name	Due Date*	Submission System
Attach A, General Statement of Work	Program Staffing Report	**Per fiscal year:** September 15 and within 10 business days of a revision.	Prevention Activity Tracking Tool (PATT)
Attach A, General Statement of Work	CMBHS Security Attestation Form and Listing of Authorized Users	**Per fiscal year:** September 15th & March 15th	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Attach B, Fiscal Requirements	FSR to GL Worksheet (for each funded Program)	Per fiscal year, quarterly report schedule Q1 reporting period, due December 31st Q2 reporting period, due March 31st Q3 reporting period, due June 30th	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Attach B, Fiscal Requirements	General Ledger (for each funded program)	Per fiscal year, quarterly report schedule: Q1 reporting period, due December 31st Q2 reporting period, due March 31st Q3 reporting period, due June 30th Q4 reporting period, due September 30th	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Attach A, General Statement of Work	Financial Status Reports (FSRs) (for each funded program)	Per fiscal year, quarterly report schedule for Financial Status Report (FSR) report: Q1 reporting period, due December 31st Q2 reporting period, due March 31st Q3 reporting period, due June 30th Q4 reporting period, due September 30th	CMBHS

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Attach A, General Statement of Work	Performance Measures (for each funded program)	Report previous month's activities due on the 15th of the current month.	CMBHS or other system designated by System Agency
Attach A, General Statement of Work	FY Closeout documents (for each funded program)	FY closeout documents due October 15th	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Attach A, General Statement of Work	Final Closeout documents (for each funded program)	Final closeout documents due 45 days after contract end date.	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Attachment C-2, YP SOW Reporting Requirements			
Attach A-1, YP Statement of Work	Curriculum Outcome Measures Reports	Due within 20 calendar days after the curriculum cycle has been completed. Submit each individual curriculum cycle and the associated outcomes.	CMBHS or other system designated by System Agency
Attach A-1, YP Statement of Work	PBHP YP Implementation Plans	YP Fall Semester Implementation Plan: September 1st each fiscal year	Virtual Form: https://forms.office.com/Pages/ResponsePage.aspx?id=Mnf5m7mCm0mxaqk-jr1Ta66jj7mjhNpKtFuPWB7Y27hUQTdLMFM3NVE1WVo3VUQySlAyWlpHUVhQRy4u
		YP Spring Semester Implementation Plan: Due January 15th each fiscal year	Virtual Form: https://forms.office.com/Pages/ResponsePage.aspx?id=Mnf5m7mCm0mxaqk-jr1Ta66jj7mjhNpKtFuPWB7Y27hURUtRWU0zTVYyOTlPNkpUNEJGOTdFMzJWMi4u
		YP Summer Term Implementation Plan: Due May 15th each fiscal year	Virtual Form: https://forms.office.com/Pages/ResponsePage.aspx?id=Mnf5m7mCm0mxaqk-jr1Ta66jj7mjhNpKtFuPWB7Y27hUQ1oyRkFONUZZNVpLSjVPSU9VRjRCME9DWC4u
Attachment C-2, CCP Reporting Requirements			
Attach A-2, CCP Statement of Work	Community Needs Assessment (CNA)	Submitted	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Attach A-2, CCP Statement of Work	Logic Model	Submitted	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Attach A-2, CCP Statement of Work	Five-Year Strategic Plan	Submitted	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Attach A-2, CCP Statement of Work	Initial Evaluation Plan	Submitted	SUD Mailbox: SUD.Contracts@hhs.texas.gov
Attach A-2, CCP Statement of Work	PBHP CCP Annual Implementation Plan	Due September 1st each fiscal year	Virtual Form: https://forms.office.com/Pages/ResponsePage.aspx?id=Mnf5m7mCm0mxaqk-jr1Ta66jj7mjhNpKtFuPWB7Y27hUNlY5TlQ4VkdNTjdURVRPWjQ2MlhSQzhURC4u
Attach A-2, CCP Statement of Work	Quarterly Reports - CCP and CCP-COV	Per fiscal year, quarterly report schedule as follows: Q1 reporting period, due December 15th Q2 reporting period, due March 15th Q3 reporting period, due June 15th Q4 reporting period, due September 15th	SUD Mailbox: SUD.Contracts@hhs.texas.gov

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Attach A-2, CCP Statement of Work	CCP-COV Final Project Report	Due August 31, 2024	SUD Mailbox SUD.Contracts@hhs.texas.gov
Attachment C-2, PRC SOW Reporting Requirements			
Attach A-3, PRC Statement of Work	Mid-year Report	Each Fiscal Year, due March 31st	SUD Mailbox SUD.Contracts@hhs.texas.gov
Attach A-3, PRC Statement of Work	PBHP PRC Annual Implementation Plan	Due September 1st each fiscal year	Virtual Form: https://forms.office.com/Pages/ResponsePage.aspx?id=Mnf5m7mCm0mxaqk-jr1Ta66jj7mjhNpKtFuPWB7Y27hUNlY5TlQ4VkdNTjdURVRPWjQ2MlhSQzhURC4u
Attach A-3, PRC Statement of Work	Regional Needs Assessment	Each Fiscal Year, August 31st	SUD Mailbox SUD.Contracts@hhs.texas.gov
Attach A-3, PRC Statement of Work	Post Regional Needs Assessment to website	Each Fiscal Year, August 31st	SUD Mailbox SUD.Contracts@hhs.texas.gov
Note: Deliverables due on the weekend and/or holiday are due date is the next business day.			

Organization Name	City of Lubbock
Region:	1
County(ies):	Lubbock, Hockley

CCP	Coalition Name	FTE Assigned	Performance Measure	Approved Performance Measures				
				Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	Annual
CCP 1			3D. Number of media awareness activities (not including social media) focused on prevention and behavorial health promotion.	1	1	1	0	3
CCP 2			3E. Number of social media messages focused on prevention and behavorial health promotion messaging and the statewide media campaign.	36	36	36	36	144
CCP 3			4A. Number of community-based processes focused on prevention and behavorial health promotion.	68	68	68	68	272
CCP 4			4B. Number of adults attending community-based processes focused on prevention and behavorial health promotion.	400	400	400	400	1600
CCP 5			4C. Number of youth attending community-based processes focused on prevention and behavorial health promotion.	80	80	80	80	320
CCP 6			5A. Number of changed policies and social norms related to prevention and behavorial health promotion.	0	0	0	2	2
COVID Supplemental Funds Performance Measures								
			S2. Number of youth attending stress reduction/trauma healing activities.	8	8	0	0	16
			S3. Number of adults attending stress reduction/trauma healing activities.	30	30	0	0	60
Total CCP FTEs:		0						

*Note: Due to rounding, the sum of quarterly targets in the formula projections may be slightly higher or lower than the annual targets. HHSC will adjust the quarterly targ

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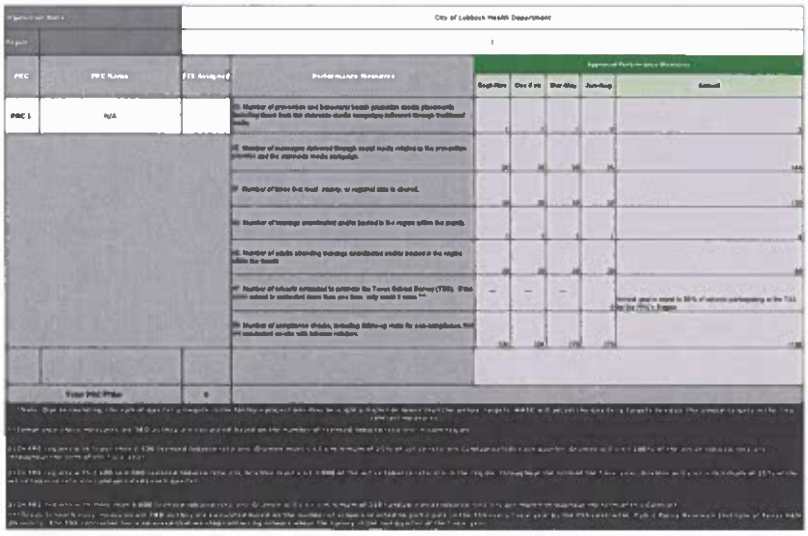

Organization Name:	City of Lubbock Health Department
Project:	1

PEC	PEC Name	FTE Assigned	Performance Measures	Approved Performance Measures				
				Goal/Rate	Oct-Dec	Dec-May	Jun-Aug	Annual
PEC 1	n/a		a. Number of prevention and behavioral health promotion media placements (including those from the statewide media campaigns delivered through traditional media	1	1	1	0	3
			b. Number of messages delivered through social media relating to the prevention program and the statewide media campaign	24	24	24	24	144
			c. Number of times the local website, or regional site is visited.	30	30	30	30	120
			d. Number of trainings coordinator and/or hosted in the region within the month	1	1	1	1	4
			e1. Number of adult attending trainings coordinated and/or hosted in the region within the month	20	20	20	20	80
			e2. Number of schools contacted to promote the Texas School Survey (TSS). If the same school is contacted more than one time, only count it once. **	--	--	--		Annual goal is equal to 30% of schools participating in the TSS in the district's region
			f. Number of completion checks, including follow-up visits for non-completion, that are conducted on-site with intoxes retailers	136	136	136	136	544
Total PEC FTEs:		0						

Note: Due to rounding, the number of days for projects in the tracking system may be a little higher or lower than the annual targets listed. ATTC will project the tracking targets to ensure the annual targets are met.

** Coverage area refers to regions. For TSD, schools are counted based on the number of approved campaigns and not campaigns.

Q1 (Oct-Dec) requires at least three (3) approved campaigns and Statewide media campaigns are counted as one (1) campaign for the purpose of meeting the terms of the TSS.

Q2 (Jan-Mar) requires at least six (6) approved campaigns and Statewide media campaigns are counted as one (1) campaign for the purpose of meeting the terms of the TSS.

Q3 (Apr-May) requires at least six (6) approved campaigns and Statewide media campaigns are counted as one (1) campaign for the purpose of meeting the terms of the TSS.

Q4 (Jun-Aug) requires at least three (3) approved campaigns and Statewide media campaigns are counted as one (1) campaign for the purpose of meeting the terms of the TSS.

Texas Council on Alcohol and Drug Abuse
Abilene Regional Council on Alcohol and Drug Abuse
City of Lubbock
East Texas Council on Alcohol and Drug Abuse
Alcohol and Drug Abuse Council of Deep East Texas
The Council on Recovery
Border Valley Council on Alcohol and Substance Abuse
San Antonio Council on Alcohol and Drug Abuse
Permian Basin Regional Council on Alcohol and Drug Abuse
Odessa, Inc
Behavioral Health Solutions of South Texas
N/A

TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

Published and Effective – November 2023

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

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"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 Interpretive Provisions

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

    No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

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2.4 Billing

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 Use of Funds

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 Use for Match Prohibited

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 Program Income

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 Nonsupplanting

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 Indirect Cost Rates

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

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criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 Audits and Financial Statements

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 Submission of Audits and Financial Statements

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

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ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.

B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.

B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

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6.3 Third Party IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 Agreements with Employees and Subcontractors

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 Delivery upon Termination or Expiration

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 Survival

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 System Agency Data

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.

B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

D. Grantee shall make System Agency Data available to System Agency, including to

System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.

B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.

D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.

E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:

i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.

B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

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7.4 Equipment and Property

A. The Grantee must ensure equipment with a per-unit cost of $5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.

B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.

C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.

D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, and Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

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8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.

D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.

E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 Confidentiality

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. Grant Remedies, Termination and Prohibited Activities

9.1 Remedies

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:

i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
iv. suspending all or part of the Grant Agreement;
v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
vi. recouping payments made by the System Agency to the Grantee found to be in error;
vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is

obtained;

ix. withholding release of new grant agreements; and

x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 Termination for Convenience

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 Termination for Cause

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 Inherently Religious Activities

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 Political Activities

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. Indemnity

10.1 General Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT

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AGREEMENT.

10.2 Intellectual Property

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. **THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
ii. **ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
iii. **SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 Additional Indemnity Provisions

A. **GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
B. **THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
C. **GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant

Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
   i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
   ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
   iii. Applying to all employees and visitors in this designated area; and
   iv. Providing for or referring its employees to tobacco use cessation services.
B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 Insurance and Bonds

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its

Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 Limitation on Authority

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
   i. Make public policy on behalf of the System Agency;
   ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
   iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 Change in Laws and Compliance with Laws

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 Subcontractors

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 Permitting and Licensure

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

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11.10 Independent Contractor

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 Governing Law and Venue

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 Severability

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 Survivability

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 Force Majeure

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 No Implied Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 Funding Disclaimers and Labeling

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 Media Releases

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 Prohibition on Non-Compete Restrictions

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 Sovereign Immunity

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 Entire Contract and Modification

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 Counterparts

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 Proper Authority

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-Verify Program

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 Civil Rights

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require

contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the

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Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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HEALTH AND HUMAN SERVICES
Contract Number HHS001081400001
Attachment E2 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

   Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

   Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

   Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

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26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

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All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

Docusign Envelope ID: 506DA251-1B5D-4442-A6D0-FC07251B2D1E

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

Docusign Envelope ID: 506DA251-1B5D-4442-A6D0-FC07251B2D1E

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

Docusign Envelope ID: 506DA251-1B5D-4442-A6D0-FC07251B2D1E

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

Docusign Envelope ID: 506DA251-1B5D-4442-A6D0-FC07251B2D1E

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

Docusign Envelope ID: 506DA251-1B5D-4442-A6D0-FC07251B2D1E

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Docusign Envelope ID: 506DA251-1B5D-4442-A6D0-FC07251B2D1E

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

Docusign Envelope ID: 506DA251-1B5D-4442-A6D0-FC07251B2D1E

TEXAS Health and Human Services

Form 8040-A
August 2022-E

Federal Funding Accountability and Transparency Act (FFATA)

Certification Form

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note**: If the signer cannot certify all of the statements contained in this section, they **must provide written notice** to HHSC detailing which of the below statements they cannot certify and why.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year?

◯ Yes – Skip questions A, B and C and continue to section D. ◯ No – Answer questions A and B.

A. Certification Regarding Percent of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

◯ Yes ◯ No – Skip question C.

B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

◯ Yes ◯ No – Skip question C.

If your answer is **Yes** to both questions A and B, you must answer question C.

If your answer is **No** to either question A or B, skip question C and continue to section D.

C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

◯ Yes ◯ No – Provide the names and total compensation of the top five highly compensated officers/senior executives.

Name of Officer or Senior Executive	Total Compensation
1.	
2.	
3.	
4.	
5.	

D. Signatures

As the duly authorized representative (signer) of the contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Signature of Authorized Representative **Date**

Printed Name of Authorized Representative	Title of Authorized Representative
Legal Name of Contractor	Unique Entity Identifier
Applicable HHSC Contract No.(s):	

DocuSign

Certificate Of Completion

Envelope Id: 506DA2511B5D4442A6D0FC07251B2D1E
Status: Sent
Subject: Amending $2,123,228.00; HHS001081400001; City of Lubbock A-4; HHSC/SUD-CMU
Procurement Number:
Source Envelope:
Document Pages: 57
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Texas Health and Human Services Commission
1100 W. 49th St.
Austin, TX 78756
PCS_DocuSign@hhsc.state.tx.us
IP Address: 168.60.253.53

Record Tracking

Status: Original
8/6/2024 9:55:45 PM
Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us
Location: DocuSign

Security Appliance Status: Connected
Pool: FedRamp

Storage Appliance Status: Connected
Pool: Texas Health and Human Services Commission
Location: DocuSign

Signer Events	Signature	Timestamp
Mark McBrayer mmcbrayer@mylubbock.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 8/6/2024 10:02:36 PM
Trina Ita Trina.Ita@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
SUD Contracts Mailbox sud.contracts@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/6/2024 10:02:35 PM

Carbon Copy Events	Status	Timestamp
Jennifer Molenaar jennifer.molenaar@hhs.texas.gov Contract Manager Lead Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/6/2024 10:02:35 PM
Gloria Diaz gdiaz@mylubbock.us Financial Analyst Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/6/2024 10:02:37 PM Viewed: 8/7/2024 8:29:05 AM
Megan Miller mmiller@mylubbock.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/6/2024 10:02:37 PM
Katherine Wells kwells@mylubbock.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/6/2024 10:02:37 PM
Maisie Vazquez Maisie.Vazquez@hhs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/6/2024 10:02:35 PM

Payment Events	Status	Timestamps

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute the Health and Human Services Commission Grant Agreement Contract No. HHS001081400002, and all related documents, under the Prevention and Behavioral Health Promotion Grant Program (PBHP), by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.

Item Summary

The Prevention and Behavioral Health Promotion Grant Program (PBHP) Contract was initially awarded to the Public Health Department in 2020 to establish a Prevention Resource Center (PRC) for Region 1. The role of the PRC is to serve as a hub for updated and accurate information about substance use disorders. The PRC will inform the community about best practices, collect and disseminate data, and coordinate trainings and events.

Contract No. HHS001081400002 is a grant agreement that has been awarded to the Public Health Department for an additional 5 years. The purpose of this grant agreement is to provide prevention and behavioral health promotion (PBHP) strategies in alignment with the Spectrum of Mental, Emotional and Behavioral Health Interventions (Fostering Healthy Mental, Emotional, and Behavioral Development in Children and Youth: A National Agenda). The PBHP Grant Program includes Youth Prevention Services, Community Coalition Partnership, and Prevention Resource Centers.

The grant agreement is effective on September 1, 2024, and terminates on August 31, 2029. This document requires an electronic signature.

Fiscal Impact

The total amount of the grant agreement will not exceed $2,741,580 from September 1, 2024, through August 31, 2029. A 5% local match is required for this grant.

For state Fiscal Year 2025, September 1, 2024, through August 31, 2025, allocations are as follows:

The total system agency share is $470,778.
The total required local match is $23,538.
The total contract value is $494,316.

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, the Health and Human Services Commission Grant Agreement Contract No. HHS001081400002, under the Prevention and Behavioral Health Promotion Grant Program (PBHP), by and between the City of Lubbock and the State of Texas' Health and Human Services Commission, and all related documents. Said Grant Agreement 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT
CONTRACT NO. HHS001081400002
UNDER THE
PREVENTION AND BEHAVIORAL HEALTH PROMOTION
GRANT PROGRAM

The Parties to this agreement ("Grant Agreement" or "Contract") are the Health and Human Services Commission ("System Agency"), a pass-through entity, and the City of Lubbock ("Grantee"), having its principal office at 1314 Avenue K, Lubbock, Texas, 79401, each a "Party" and collectively the "Parties."

I. PURPOSE

The purpose of this Grant Agreement is to provide prevention and behavioral health promotion (PBHP) strategies in alignment with the Spectrum of Mental, Emotional and Behavioral Health Interventions (Fostering Healthy Mental, Emotional, and Behavioral Development in Children and Youth: A National Agenda). PBHP-funded programs address consequences and problem behaviors related to Texas's prevention priorities for underage alcohol use, underage tobacco and nicotine products use, marijuana and other cannabinoid use, prescription drug misuse, and the use of other drugs and substances. Grantees will work with other System Agency-funded Grantees to prevent substance use problems and promote behavioral health and wellness.

The PBHP Grant program includes the following programs:

1. Youth Prevention Services (SA/YPI, SA/YPU, SA/YPS);
2. Community Coalition Partnership (SA/CCP); and
3. Prevention Resource Centers (SA/PRC).

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to Section 1921 of Title XIX, Part B, Subparts II and III of the Public Health Services Act, which established the Substance Use Prevention, Treatment, and Recovery Services Block Grant; the Health and Safety Code, Section 461A.052; and the Texas Government Code, Chapter 531, to the extent applicable.

III. DURATION

This Grant Agreement is effective on September 1, 2024, and terminates on August 31, 2029, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

Notwithstanding the limitation in the preceding paragraph and with at least 30 calendar days' advance written notice to Grantee, at the end of the initial term or any renewal period, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity

of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State for up to 12 months, in one-month intervals, at the then-current Contract rate(s), if applicable, as modified during the term of the Contract.

IV. Statement of Work

The Scope of Grant Project and all addenda is incorporated into and made a part of this Grant Agreement for all purposes.

V. Budget

The total amount of this Grant Agreement will not exceed two million, four hundred seventy-one thousand, five hundred eighty dollars ($2,471,580.00).

This includes the System Agency's share of two million, three hundred fifty-three thousand, eight hundred ninety dollars ($2,353,890.00) and Grantee's required match amount of one hundred seventeen thousand six hundred ninety dollars ($117,690.00).

The total not-to-exceed amount includes the following:

Total Federal Funds: $2,471,580.00
Total State Funds: $0.00

The allocations for each fiscal year of this Grant Agreement are documented below:

State Fiscal Year (FY) 2025 (September 1, 2024 - August 31, 2025) allocations are as follows:

Program ID	FY 2025 System Agency Share	FY 2025 Required Match	FY 2025 Total Contract Value
YPU	$0.00	$0.00	$0.00
YPS	$0.00	$0.00	$0.00
YPI	$0.00	$0.00	$0.00
CCP	$170,778.00	$8,538.00	$179,316.00
PRC	$300,000.00	$15,000.00	$315,000.00
TOTAL:	$470,778.00	$23,538.00	$494,316.00

State Fiscal Year (FY) 2026 (September 1, 2025 - August 31, 2026) allocations are as follows:

Program ID	FY 2026 System Agency Share	FY 2026 Required Match	FY 2026 Total Contract Value
YPU	$0.00	$0.00	$0.00
YPS	$0.00	$0.00	$0.00
YPI	$0.00	$0.00	$0.00
CCP	$170,778.00	$8,538.00	$179,316.00
PRC	$300,000.00	$15,000.00	$315,000.00

TOTAL:	$470,778.00	$23,538.00	$494,316.00

State Fiscal Year (FY) 2027 (September 1, 2026 - August 31, 2027) allocations are as follows:

Program ID	FY 2027 System Agency Share	FY 2027 Required Match	FY 2027 Total Contract Value
YPU	$0.00	$0.00	$0.00
YPS	$0.00	$0.00	$0.00
YPI	$0.00	$0.00	$0.00
CCP	$170,778.00	$8,538.00	$179,316.00
PRC	$300,000.00	$15,000.00	$315,000.00
TOTAL:	$470,778.00	$23,538.00	$494,316.00

State Fiscal Year (FY) 2028 (September 1, 2027 - August 31, 2028) allocations are as follows:

Program ID	FY 2028 System Agency Share	FY 2028 Required Match	FY 2028 Total Contract Value
YPU	$0.00	$0.00	$0.00
YPS	$0.00	$0.00	$0.00
YPI	$0.00	$0.00	$0.00
CCP	$170,778.00	$8,538.00	$179,316.00
PRC	$300,000.00	$15,000.00	$315,000.00
TOTAL:	$470,778.00	$23,538.00	$494,316.00

State Fiscal Year (FY) 2029 (September 1, 2028 - August 31, 2029) allocations are as follows:

Program ID	FY 2029 System Agency Share	FY 2029 Required Match	FY 2029 Total Contract Value
YPU	$0.00	$0.00	$0.00
YPS	$0.00	$0.00	$0.00
YPI	$0.00	$0.00	$0.00
CCP	$170,778.00	$8,538.00	$179,316.00
PRC	$300,000.00	$15,000.00	$315,000.00
TOTAL:	$470,778.00	$23,538.00	$494,316.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, FISCAL REQUIREMENTS**.

VI. REPORTING REQUIREMENTS

The below table documents all required reporting requirements for <u>all</u> PBHP programs. (If specific fiscal years are not stated under "Due Date," then that report is due every fiscal year.)

However, within **ATTACHMENT A-4**, the Grantee will be able to find in a format specific to each program (Youth Prevention Services, Community Coalition Partnership, or Prevention Resource Centers) the reports required to be submitted.

Report Name	Frequency	Due Date	Submission System
Cyber Security Training	Annually	September 15th	CMBHS
Liability Insurance	Annually	September 15th	CMBHS
PBHP Staffing form	Annually	September 15th	CMBHS
YP Fall Implementation Plan	Annually	FY 2026-2029 September 1st	CMBHS
YP Spring Implementation Plan	Annually	January 15th	CMBHS
YP Summer Implementation Plan	Annually	May 15th	CMBHS
YP Final Report	Annually	October 15th	CMBHS
YP Curriculum Outcome Measures Report	Upon completion of curriculum	No later than 20 business days after the completion of the curriculum	CMBHS
PRC Implementation Plan	Annually	FY 2026-2029 September 1st	CMBHS
PRC Regional Work Plan Draft	One-time	March 15, 2025	CMBHS
PRC Regional Work Plan	Annually	FY2025-2028 August 1st	CMBHS
PRC Regional Resource Directory	Annually	August 31st	CMBHS
PRC Annual Report	Annually	FY2025-2028 August 15th	CMBHS
PRC Final Report	One-time	October 15, 2028	CMBHS

CCP Implementation Plan	Annually	FY 2026-2029 September 1st	CMBHS
CCP Community Needs Assessment	Annually	FY2025-2028 May 15th	CMBHS
CCP Asset-Based Mapping	Annually	FY2025-2028 May 15th	CMBHS
CCP Community Health Improvement Plan	Annually	August 31, 2025	CMBHS
CCP Evaluation Report	Annually	FY2026-2029 October 15th	CMBHS
CCP Coalition Member Feedback Results	Annually	FY2026-2029 October 15th	CMBHS
CCP Sustainability Checklist	Annually	FY2026-2029 October 15th	CMBHS
Quarterly Report	Quarterly	Q1: December 15th Q2: March 15th Q3: June 15th Q4: September 15th	CMBHS
Success Stories	Annually	FY 2026-2029 September 15th	CMBHS
Prevention Activity Tracking Tool (PATT)	Monthly	By the 15th of the month following the month being reported	CMBHS
Performance Measures	Monthly	By the 15th of the month following the month being reported	CMBHS
Financial Status Report (FSR)	Quarterly	Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS
FSR to GL Worksheet	Quarterly	Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS
General Ledger	Quarterly	Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS

Consolidated Income Statement and Balance Sheet	Annually	March 31st	CMBHS
CMBHS Security Attestation Form and List of Authorized Users	Semi-Annually	September 15th and March 15th	CMBHS
Closeout Documents	Annually	October 15th	CMBHS

VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency
Wendy Jones
Health and Human Services Commission
4601 W. Guadalupe Street
Austin, TX 78751-3146
Email: SUD.Contracts@hhs.texas.gov

Grantee
Mayor Mark McBrayer
City of Lubbock
1314 Avenue K
Lubbock, Texas 79401
mmcbrayer@mylubbock.us

VIII. NOTICE REQUIREMENTS

A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.

E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

IX. Federal Award Information

Grantee's Unique Entity Identifier is: LXDNEKWRVKJ6

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): 1B08TI087067-01

A. Assistance Listings Title, Number, and Dollar Amount:
Substance Abuse Prevention, Treatment, and Recovery Services Block Grant – 93.959
$40,757,887.00
B. Federal Award Date: 2/20/2024
C. Federal Award Period: 10/01/2023 – 09/30/2025
D. Name of Federal Awarding Agency: US Department of Health and Human Services
E. Federal Award Official's Contact Information: Wendy Pang
Grants Specialist
Wendy.Pang@samhsa.hhs.gov
(240)276-1419
F. Awarding Official's Contact Information: Linda Fulton
Program Official
Linda.Fulton@samhsa.hhs.gov
(240) 276-1573
G. Total Amount of Federal Funds Awarded to System Agency: $40,757,887.00
H. Amount of Funds Awarded to Grantee: $2,353,890.00
Note: A portion of grant funds may come from state general revenue. At the close of the fiscal-year budget period, System Agency will provide a financial report detailing final expenditures.
I. Is the Award for Research and Development? No

X. Contract Documents

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

Attachment A: General Scope of Grant Project

Attachment A-1: Youth Prevention Scope of Grant Project

Attachment A-2: Community Coalition Partnership Scope of Grant Project

Attachment A-3: Prevention Resource Centers

ATTACHMENT A-4: REPORTING REQUIREMENTS

ATTACHMENT A-5: PERFORMANCE MEASURES

ATTACHMENT A-6: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) REQUIREMENTS

ATTACHMENT B: FISCAL REQUIREMENTS

ATTACHMENT B-1: APPROVED CATEGORICAL BUDGET

ATTACHMENT C: HHS CONTRACT AFFIRMATIONS V. 2.3 (AUG. 2023)

ATTACHMENT D: HHS UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.3 (NOV. 2023)

ATTACHMENT E: HHS DATA USE AGREEMENT V. 8.5 (OCT. 23, 2019)

ATTACHMENT F: HHS ADDITIONAL PROVISIONS—GRANT FUNDING, VERSION 1.0 (EFFECTIVE FEB. 2021)

ATTACHMENT G: FEDERAL ASSURANCES

ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

ATTACHMENT I: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other Contract documents.

XI. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT
CONTRACT NO. [CONTRACT NUMBER]

HEALTH AND HUMAN SERVICES COMMISION	**CITY OF LUBBOCK**
_____	_____
Signature	Signature
Date of Signature: _____	Date of Signature: _____

ATTACHMENT A
GENERAL SCOPE OF GRANT PROJECT

I. PURPOSE

The purpose of Prevention and Behavioral Health Promotion (PBHP)-funded programs is to provide prevention and behavioral health promotion strategies in alignment with the Spectrum of Mental, Emotional and Behavioral Health Interventions (Fostering Healthy Mental, Emotional, and Behavioral Development in Children and Youth: A National Agenda The National Academies Press). PBHP-funded programs will address consequences and problem behaviors related to Texas' prevention priorities: underage alcohol use, underage tobacco and nicotine products use, marijuana and other cannabinoid use, prescription drug misuse, and the use and misuse of other drugs and substances.

II. GOAL

A. Implement a public health approach to substance use prevention and behavioral health-related issues that incorporates Social Determinants of Health, Adverse Childhood Experiences (ACEs), and Positive Childhood Experiences.

B. Foster healthy communities by preventing the negative outcomes associated with substance use and promoting behavioral health and wellness in youth, families, and communities across Texas. Grantees delivering prevention and behavioral health promotion services must follow the Substance Abuse and Mental Health Services' (SAMHSA) Strategic Prevention Framework and socio-ecological model https://www.atsdr.cdc.gov/communityengagement/pce_models.html

C. Grantee Strategies:

1. **Education:** a two-way approach to teaching participants important social skills which shall include providing evidence-based curriculum education with fidelity to the program model unless otherwise approved by the curriculum developer and System Agency;
   a. Universal population includes a very large audience such as a community, school, or neighborhood, that has not been identified on the basis of individual risk;
   b. Selective population includes subgroups of the general population determined to be at risk for substance use or other behavioral health related issues; and
   c. Indicated population includes youth who are showing early warning signs of substance use, such as experimenting and/or exhibiting other problem behaviors that may be associated with substance use. Provider may not screen or use assessment tools to determine if a person is in the need of clinical substance use treatment, instead the screenings shall determine if the presenting challenges can be addressed through providing information, education, and/or nonclinical support services.
2. **Information Dissemination:** a one-way approach to increasing knowledge and changing attitudes through communications. Information dissemination may be conducted in the form of educational presentations related to the state's prevention priorities, general substance use prevention, and behavioral health

promotion or through media awareness activities.

3. **Alternatives:** providing fun, challenging, and structured activities with supervision so people have constructive and healthy ways to enjoy free time and learn skills.
4. **Problem Identification and Referral** determines when the needs of the participant require additional education or intensive services outside the scope of prevention and refer individuals to community resources for appropriate services.
    a. Prevention programs will not conduct screenings or assessments with the intent of diagnosing substance use disorders, assess the severity of substance use, or determine the appropriate level of substance use treatment under any prevention services grant agreement. Examples of services to which participants and families might be referred include:
        1. Regional, System Agency-funded outreach, screening, assessment, and referral centers;
        2. Food banks;
        3. Resource assistance programs (rent, clothing, electricity, etc.);
        4. Academic enrichment programs (tutoring, etc.);
        5. Counseling services;
        6. Clinics and other healthcare and mental health providers.
5. **Community-Based Processes** strengthens resources such as community coalitions to prevent substance use. Organizing, planning, and networking are included in this strategy to increase the community's ability to deliver effective prevention and treatment services; educate and mobilize the community toward prevention efforts; and provide the Grantee with opportunities to obtain meaningful community engagement with agencies, community sites, and other stakeholders that enhance prevention efforts.
6. **Environmental Strategies** are aimed at the settings and conditions in which people live, work, and socialize. These strategies work to change policies, social norms, environmental conditions, institutional practices, and behaviors to reduce risk factors and increase protective factors. As these changes are carried out at the community level, they can have a sweeping impact. Environmental strategies may be substance-specific and/or address underlying factors that lead to substance use including but not limited to, Adverse Childhood Experiences, Social Determinants of Health, and other youth, family or community risk and protective factors. Environmental strategies may also focus on promoting behavioral health and wellness.

III. GENERAL RESPONSIBILITIES

Grantee shall:

A. Provide equitable prevention services and activities in accordance with the rules in Title 26 of the Texas Administrative Code (TAC), Chapter 321, Subchapter A,

Texas Administrative Code (state.tx.us).

B. Submit Implementation Plans for review and approval by System Agency detailing how all required services and strategies will be implemented locally. The Implementation Plan documents the specific approach that the Grantee will take to complete the grant requirements. The Implementation Plan must be reviewed and approved by System Agency prior to implementation. The Implementation Plan due dates are listed in **Attachment A-4.**
    1. Youth Prevention (YP) Fall Semester
    2. YP Spring Semester
    3. YP Summer Term
    4. Community Coalition Partnership and Prevention Resource Center Annual
C. Using an approved System Agency program template, the Grantee will submit one Quarterly Report per contract, that includes information for all awarded program type(s). The Grantee will document accomplishments, barriers, good faith efforts to work with under-served populations, and progress towards goals, CSAP strategies, and expenditures categorized by CSAP strategy, during the implementation of programmatic activities in Quarterly Reports due in accordance with the due dates documented in **Attachment A-4**.
D. Submit one Success Story for each program type using a System Agency-approved template due in accordance with the due dates documented in **Attachment A-4.** A Success Story is a narrative— usually between one and two pages—highlighting the achievements and progress of a program/activity. A success story can document program improvement over time and demonstrate the value of program activities.
E. Develop policies and procedures as required by 1 TAC § 392.511, Texas Administrative Code (state.tx.us) and make them available for inspection by System Agency. Follow the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care (https://thinkculturalhealth.hhs.gov/clas/standards) and demonstrate good-faith efforts to reach out to underserved populations. Grantee will document any demonstration good faith effort on working with under-served populations in the Quarterly Reports. Underserved populations include people:
    1. Of color;
    2. With low educational or socioeconomic status;
    3. With limited English Proficiency;
    4. With disabilities;
    5. Of Native American Tribes;
    6. Holding military and veteran status and their families;
    7. Who live in Colonias; and
    8. Who identify as lesbian, gay, bisexual, transgender, and queer.
F. Secure Community Agreements (CA) for the term of this grant with public schools; community sites; and relevant agency, business, or community partners to ensure a streamlined continuum of care for people and their families. CAs may be updated as needed. Partners should include entities that will host prevention education

activities/services, support data collection efforts, meet individual and family needs beyond the scope of the prevention program, and potentially provide additional funding. CA's may be documented via a memorandum of understanding, letter of agreement, or memorandum of agreement as approved by System Agency. CAs must:

1. Be established prior to service delivery;
2. Be individualized as much as possible to address the needs of each participating school, community site, or partnering agency;
3. Establish a detailed outline of the service delivery and implementation structure if applicable; and
4. Establish responsibilities of entering parties based on guidelines from System Agency.

G. Ensure all prevention directors, PRC core staff, coalition coordinators, and at least twenty-five (25) percent of prevention specialists (minimum of one) participate in System Agency meetings and state-scheduled calls. All prevention staff shall participate in trainings as indicated in this Attachment A and in program specific Scope of Grant Project. Grantee shall maintain documentation of all participation in meetings, scheduled calls, and completed trainings for System Agency review upon request in accordance with Grantee policies and procedures.

H. Attend required meetings held by System Agency including:
   1. Annual Prevention Providers Meeting;
   2. Annual Director's Meeting; and
   3. Other technical assistance calls or program specific meetings as requested by System Agency.

I. Post in a prominent location, legible prohibitions against firearms, weapons, alcohol, and illegal drugs, illegal activities, and violence at program sites that do not have the existing prohibitions posted.

J. Provide Prevention Program staff access to each of the role-specific forums that apply. The forums include:
   1. YP Forum
   2. CCP Forum
   3. PRC SharePoint Hub and PRC Forum
   4. Tobacco Forum
   5. Media Campaign Forum
   6. Texas Prevention Training Forum

K. Collaborate with other System Agency-Funded programs in accordance with PBHP guidance.

L. Maintain current personnel documentation on each employee. All documents must be factual and accurate. Health-related information must be stored separately with restricted access as appropriate under Tex. Gov. Code §552.102. Training records may be stored separately from the main personnel file but must be easily accessible

upon request. Required documentation includes the following, as applicable:

1. A copy of the current job description signed by theemployee;
2. Application or resume with documentation of required qualifications and verification of required credentials;
3. Verification of work experience;
4. Annual performance evaluations;
5. Personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
6. Documentation of appropriate screening and/or background checks, to include probation or parole documentation;
7. Signed documentation of initial and other required training; and
8. Records of any disciplinary actions.

M. The personnel employee documents must include a signature, credentials when applicable, and date. If the document relates to past activity, the date of the activity must also be recorded. Documentation must be permanent and legible. When it is necessary to correct a required document, the error must be marked through with a single line, dated, and initialed by the writer.

N. Quality Management Requirements:
Grantee will:

1. Comply with quality management requirements as directed by System Agency.
2. Develop and implement a Quality Management Plan (QMP) that conforms with 25 TAC § 448.504 and make the QMP available to System Agency upon request. The QMP must be developed no later than the end of the first quarter of the Grant agreement term.
3. Update and revise the QMP each biennium or sooner, if necessary. Grantee's governing body will review and approve the initial QMP, within the first quarter of the Grant agreement term, and each updated and revised QMP thereafter. The QMP must describe Grantee's methods to measure, assess, and improve -
   a. Implementation of evidence-based practices, programs and research-based approaches to service delivery;
   b. Client/participant satisfaction with the services provided by Grantee;
   c. Service capacity and access to services;
   d. Client/participant continuum of care; and
   e. Accuracy of data reported to the state.
4. Participate in continuous quality improvement (CQI) activities as defined and scheduled by the state including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the state's desk reviews; and participating in the state's onsite or desk reviews.
5. Submit plan of improvement or corrective action plan and supporting

documentation as requested by System Agency.

6. Participate in and actively pursue CQI activities that support performance and outcomes improvement.
7. Respond to consultation recommendations by System Agency, which may include, but are not limited to the following:
   a. Staffing training;
   b. Self-monitoring activities guided by System Agency, including use of quality management tools to self-identify compliance issues; and
   c. Monitoring of performance reports in System Agency's electronic clinical management system.
8. The subcontracting quality management requirements are as follows:
   a. Provide extensive quality management and oversight for any subcontractors;
   b. Develop policies and procedures on quality management that meet the requirements of Title 25 Texas Administrative Code (TAC) Rule 448.504, and upon System Agency's request, provide all quality management policies and procedures. The oversight and monitoring policies and procedures must address, the following:
      1. How the Grantee determines when subcontractors require monitoring reviews;
      2. How to conduct a monitoring review;
      3. How to document a monitoring review;
      4. Reporting requirements of subcontractors;
      5. Follow-up monitoring based on review findings; and
      6. Liquidated damages or recoupment of funds used to bring subcontractors into compliance.
   c. For subcontractors underperforming or noncompliant identified during monitoring, submit plan of improvement or corrective action plan and supporting documentation, as requested by System Agency.
   d. Monitor all subcontractors' financial and programmatic performance and maintain pertinent records that must be made available for inspection by System Agency upon request.
   e. Monitor all subcontracts to ensure compliance with all applicable Texas Health and Safety Codes, including laws related to drug paraphernalia under Health & Safety Code Chapter 481.

f. Develop a quarterly review schedule and ensure all subcontractors are reviewed at least once per fiscal year (FY).

g. Grantee shall include the Quality Management Activities performed in the Quarterly Report. At a minimum, the quarterly report must include the following:

1. Date of review;
2. Name of subcontractor;
3. Unique subcontractor Identifier for the review;
4. Type of review;
5. Name of staff conducted review;
6. List of findings;
7. Number of monitoring reviews conducted;
8. Types of monitoring reviews conducted;
9. Summary evaluation of findings and Grantee plan of oversight to bring the providers into compliance;
10. Number and nature of complaints received on providers with resolutions for the complaints;
11. List of significant subcontractor findings that must, at a minimum, include the following:
    i. Immediate risk to health or safety;
    ii. Participant abuse, neglect, or exploitation;
    iii. Fraud, waste, or abuse reports; and
    iv. Report criminal activity of any provider's staff.

h. Develop and utilize a quality management monitoring tool that must be completed to document all quality reviews. All completed tools with corrective actions documentation must be stored and made available to System Agency upon request.

O. Conduct and Removal:

1. While performing the Project, Grantee Agents must comply with applicable Grant agreement terms, State and federal rules, regulations, System Agency's policies, and System Agency's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike

and professional manner.

2. If System Agency determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Grant agreement, System Agency may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at System Agency's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

P. Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.

Grantee and its governing body will:

1. Bear full responsibility for the integrity of the fiscal and programmatic management of the organization.
2. Be accountable for all funds and materials received from System Agency. The responsibility of Grantee's governing body will also include accountability for compliance with System Agency rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and System Agency's monitoring processes.
3. Ensure separation of powers, duties, and functions of governing body members and staff.

Q. Submit additional documentation as requested by System Agency.

IV. STAFFING AND STAFF COMPETENCY REQUIREMENTS

A. Grantee shall designate two media representatives to assist with the statewide media campaign. Grantee's participation in the Statewide Media Campaign is required.

B. The Prevention Program Director and any staff person providing key oversight must obtain a minimum of a Certified Prevention Specialist designation within 20 months of employment, unless otherwise approved by System Agency. All training and certification documentation must be maintained within the employees' file for System Agency review upon request. All other prevention program staff must obtain a minimum of an Associated Prevention Specialist designation within 20 months of employment. Requirements for the Certified Prevention Specialist certification and the Associate Prevention Specialist designation may be obtained by visiting the Texas Certification Board website: www.tcbap.org.

C. In addition to staff training requirements in program-specific Scope of Grant Project. All staff must take the following trainings:

1. Cardiopulmonary Resuscitation (CPR) and First Aid Certifications:

obtained within 60 calendar days of employment.
2. Youth and Adult Mental Health First Aid, obtained within 90 calendar days of employment.
3. Suicide Prevention, obtained within 90 calendar days of employment.

D. System Agency Approval of Staffing

Grantee shall not employ or grant agreement with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. The Grantee shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Grant agreement. The Grantee shall be responsible to System Agency for the acts and omissions of the Grantee's employees, agents (including, but not limited to, lobbyists) and Subgrantees and the Grantee shall enforce strict discipline among the Grantee's employees, agents (including, but not limited to, lobbyists) and Subgrantee's performing the services under the Grant agreement.

Any person employed by the Grantee shall, at the written request of System Agency, and within System Agency's sole discretion, be removed immediately by the Grantee from work relating to the Grant agreement.

E. Grantee shall submit the PBHP Staffing Form each fiscal year and will submit an update of any staffing changes within 10 business days of a revision using the approved PBHP staffing form.

V. CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

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

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

VI. POLICIES AND PROCEDURES

Grantee shall establish and follow policies and procedures outlined below and make them available to System Agency upon request.

A. Establish and maintain policies and procedures as required by Texas Administrative Code, Part 15, Chapter 392, Subchapter F, Texas Administrative Code(state.tx.us)

relating to Contract Management for Substance Abuse Programs, and applicable laws.

B. Develop policies and procedures as required by 1 TAC § 392.511 and make them available for inspection by System Agency.
C. Develop and implement policies and age-appropriate procedures to protect the rights of children, families, and adults participating in a prevention program(s).
D. Develop and maintain current written policies and procedures for employees, contracted labor, and volunteers who work directly or indirectly with participants. The written policies and procedures must address participant safety and ensure that all activities with participants are conducted in a respectful, non-threatening, non-judgmental, and confidential manner.
E. Develop and implement written confidentiality policies and procedures in compliance with HHS Uniform Terms and Conditions and the Data Use Agreement if providing direct services to individual youth and families. This must include procedures to securely store and maintain privacy and confidentiality of information and records concerning participants and their family members and ensuring all employees and volunteers follow the agency's confidentialitypolicies, procedures, and requirements.
F. Establish policies and processes to conduct continuous quality assurance of prevention strategies including but not limited to fidelity checks and ensuring accurate data collection and entry.
G. Establish written policies and procedures outlining how the Grantee will adhere to the National CLAS Standards.
H. Develop and maintain current written policies and procedures addressing the requirements for criminal background checks as a condition for employment for applicants, contractors, interns, and volunteers who work directly with youth and their families. The written policies and procedures must require those same individuals (staff, contractors, interns, and volunteers) to notify the Grantee of an arrest, conviction, investigation, or any other legal involvement.
I. In accordance with applicable laws, develop policies and procedures regarding participant consent, including consent for travel. Grantee will document consents in accordance with Grantee policies and procedures, using a form or process created by Grantee. Grantee will maintain all relevant consent documentation on file for review by System Agency upon request.

VII. DOCUMENTATION OF STRATEGIES ANDSERVICES

Grantee shall utilize the Prevention Activity Tracking Tool (PATT), or other electronic systems as required by System Agency, to document prevention activities and submit it to System Agency monthly.

VIII. DELIVERABLE AND REPORTING REQUIREMENTS

A. Grantee shall use System Agency system to submit all deliverables to Clinical Management Behavioral Health Services (CMBHS) and/or any alternative method required by System Agency. Grantee is required to maintain access to required systems or platforms for the term of this Grant Agreement. Grantees are required to submit data, reports, performance measures, and any other requested information into data systems designated by System Agency.

B. Grantee shall submit annual Grant Agreement Closeout documentation, for each awarded program referenced in **Section V** of the Signature Page, **Budget and Indirect Cost Rate.** This is required each grant year, and a final Grant Agreement closeout documentation, including but not limited to final annual reports and invoices, are due in accordance with the due dates documented in **Attachment A-4, Reporting Requirements.**

C. Grantee will report the performance measures for the previous month's activities in CMBHS by the 15th of the current month, for each awarded program referenced in **Section V** of the Signature Page, **Budget and Indirect Cost Rate.**

D. Grantee's duty to submit documents will survive the termination or expiration of this Grant Agreement.

IX. PERFORMANCE MEASURE

Grantee will adhere to the performance measures requirements documented in **Attachment A-5, Performance Measures.**

X. ALLOWABLE PURCHASES

A. Grantee must develop and maintain policies and procedures to ensure compliance with all applicable allowable cost rules and regulations.

B. Grantee may purchase:
   a. Food or snacks for participants of a family program or a prevention activity/service occurring after-school or outside the school setting, in accordance with guidance provided by SAMHSA.
   b. T-shirts with an educational message relevant for substance use prevention or behavioral health promotion may be purchased.
   c. Incentives that promote engagement in or completion of prevention services may be purchased but must not exceed $30 per person per grant year.

C. Materials used to educate about prevention and behavioral health promotion may be purchased but must not exceed five (5) percent of the approved budget, unless otherwise approved by System Agency.

D. The total cost of Alternatives, conducted within each grant year, cannot exceed five (5) percent of the approved budget, unless otherwise approved by System Agency.

XI. REPORTING REQUIREMENTS

Grantee will adhere to the reporting requirements documented in **Attachment A-4, Reporting Requirements.**

ATTACHMENT A-1

YOUTH PREVENTION PROGRAMS

THIS SCOPE OF GRANT PROJECT IS NOT CURRENTLY APPLICABLE TO THIS CONTRACT.

ATTACHMENT A-2
COMMUNITY COALITION PARTNERSHIP
SCOPE OF GRANT PROJECT

I. PURPOSE

The purpose of the Community Coalition Partnership (CCP) is to implement emerging, promising, or evidence-based strategies that prevent negative outcomes associated with substance use and promote behavioral health. Strategies shall address underlying factors that lead to substance use and behavioral health challenges, including adverse childhood experiences, social determinants of health, or other youth, family and community risk and protective factors.

II. GOALS

A. Increase and facilitate participation and commitment in community mobilization activities that work to prevent negative outcomes associated with substance use and promote behavioral health.
B. Create communities that foster behavioral health and wellness and address environmental factors that lead to substance use.
C. Increase community awareness regarding substance use.
D. Promote collaborative efforts among all program types to effectively inform and engage local community members by addressing common goals and objectives pertaining to risk and protective factors associated with substance use and behavioral health.

III. SERVICE AREA

A. Grantee shall provide services and focus CCP strategies in the counties (service area) listed below, as approved by HHSC:

Region: 1

Counties: Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Terry, Wheeler, and Yoakum

B. Grantee may request to add and/or delete counties referenced in Section III(A); however, all requests for additional counties must be within the same region. The counties per HHS region are documented at the following link: https://hhs.texas.gov/sites/default/files/documents/about-hhs/hhs-regional-map.pdf.

C. Grantee's request to revise the service area shall comply with the following requirements:
1. Submit email requests to the assigned contract manager and the SA Mailbox, SUD.Contracts@hhs.texas.gov.

2. The requests must include the following information:
   i. Legal Entity Name;
   ii. Contract number;
   iii. Program ID;
   iv. Current service area;
   v. Revised service area;
   vi. Justification for service area change.

D. HHSC may revise the Service area. This change is considered a unilateral change in accordance with **ATTACHMENT D HHS UNIFORM TERMS AND CONDITIONS; Article XI: General Provisions, Section 11.7, Change in Laws and Compliance with Laws** and does not require a bilateral amendment. HHSC shall provide a written notification to document revisions to the service area.

IV. POPULATION OF FOCUS

The CCP should implement strategies to enhance outcomes for the general population across the lifespan within the approved service area.

V. GRANTEE RESPONSIBILITIES

Grantee shall:

A. Implement the following Center for Substance Abuse Prevention (CSAP) strategies:
   1. Community-Based Processes;
   2. Environmental Strategies;
   3. Informational Dissemination; and
   4. Alternatives.

B. Conduct prevention services and activities through the operation of one or more coalition(s) that utilize (s) the Strategic Prevention Framework (SPF) process as a guide.
   1. **Assessment** -- the first step of the Strategic Prevention Framework (SPF) that helps prevention professionals identify important substance use and related problems, and their contributing factors. It identifies relevant risk and protective factors from a variety of data sources. This step provides information to help prioritize specific substance use problems, identify factors related to the problems, as well as assesses community resources and readiness to address them.
      a. Grantee will:
         i. Complete a Community Needs Assessment (CNA) in year one and updated in year four of the Grant Agreement term for review and approval by HHSC that guides the identification of community prevention priorities based on local data and resources.

         ii. Complete Asset-based Mapping in year one of the Grant Agreement for review and approval by HHSC term that catalogs key services, benefits,

and resources in the community to determine the strengths and gaps in the community to develop work related to the making systemic change.

2. **Capacity Building** -- Step two of the SPF helps prevention professionals identify resources and build readiness to address substance use and related problems, and their contributing factors. Work involves mobilizing both human and structural resources to build a prevention system that can effectively address local problems and assess the willingness and motivation of a community to address the identified problems. Key components of this step involve raising community awareness, engaging diverse stakeholders, strengthening community collaboration, and enhancing the prevention workforce through training and professional development.

   Grantee will secure, or provide written documentation of effort to secure, coalition membership from community stakeholders, local residents, or other community sectors. Grantee will maintain personal records in the event of a Quality Assurance (QA) check from HHSC.

3. **Planning** -- Step three of the SPF involves developing a strategic plan to address the identified priority problems and prevention goals of a community. Key components of this step involve identifying and prioritizing the relevant risk and protective factors to be addressed, selecting effective, evidence-based environmental strategies to be implemented, and building a logic model that provides a clear rationale for selecting programs or processes.

   Grantee will complete a Community Health Improvement Plan (CHIP) in year one of the Grant Agreement term for review and approval by HHSC that will be referenced throughout the cycle to plan long-term, systemic efforts to address substance use prevention efforts in their community.

4. **Implementation** -- Step four of the SPF helps prevention professionals deliver evidence-based strategies/interventions. This step involves putting the strategic plan into action through a clear implementation plan that outlines the goals to accomplish, specific steps to achieve the goals, and persons/organizations responsible. It lays out expected timelines and external partners and identifies the organizational supports that are necessary for successful implementation. Implementation plans should also include ways to monitor progress and Fidelity of the strategies being implemented, address preceding capacity-building steps, and factor in adaptations necessary to consider cultural diversity.

   Grantee will complete an Implementation Plan (IP) yearly in the Grant Agreement term for review and approval by HHSC detailing how all required services and strategies will be implemented locally.

5. **Evaluation** -- The final step of the SPF involves systematic collection and analysis

of information about program activities, characteristics, and outcomes to describe the challenges and successes of implemented strategies. Evaluation results are used to improve the effectiveness of a prevention program.

Grantee will:

a. Complete an Evaluation Report yearly in the Grant Agreement term for review and approval by HHSC by working with an external, subcontracted evaluator to provide an annual status update on the progression of the yearly programmatic activities.
b. Collect and assess yearly coalition member feedback that communicate members' satisfaction on structure, processes, and participation, interests and concerns and submit results with evaluation report.

6. **Sustainability** -- is one of the two guiding principles throughout the SPF and is defined as the process of achieving and maintaining long-term results.
Grantee will:
   a. Document plans for sustainability of coalition efforts through the completion of the Community Health Improvement Plan.
   b. Submit an annual sustainability checklist as part of the yearly evaluation report that highlight resources, systems, or tools in place to maintain and preserve the progress of the coalition.

C. Based on results from assessment results conducted by the coalition, choose 1-2 Strategic Focus Areas (SFAs) that aligns with the results of the assessment. SFAs shall be documented in the Implementation Plan and Community Improvement Plan.
D. Develop coalition goals in alignment with the strategic focus areas that will guide work through the duration of the grant as documented in the Implementation Plan and Community Improvement Plan.
E. Implement evidence-based system changes aligning with the SFA by using a combination of Center for Substance Abuse Prevention (CSAP) strategies to shift related policies, practices, norms, and community conditions to achieve intended outcomes.
F. Attend trainings specified by HHSC program specialist which can include but not limited to Peer-to-Peer conversations, Coalition Mentorship partners, Coalition Bootcamp, etc. Grantee is responsible for maintaining documentation for HHSC review upon request.
G. Coalition representation should include and engage stakeholders in appropriate ways. Grantee shall maintain documentation of coalition representation for HHSC review upon request. Representation may include but are not limited to the following sectors:
   1. Youth and young adults
   2. Parents
   3. Business sector
   4. Media
   5. Schools

6. Organizations that serve youth or young adults
7. Law enforcement agencies
8. Faith-based organizations
9. Civic and volunteer groups
10. Healthcare professionals
11. State, local, or tribal government agencies with expertise in the field of substance use
12. Military
13. Institutes of High Education
14. Other local organizations

H. All proposed strategies must be approved by HHSC prior to implementation and documented in the IP.

I. Work with Youth Prevention Programs (YPs) in region to include strategies to target youth and family initiatives. Provider shall document collaboration using the approved HHSC required tool and in quarterly reports, as outlined in Section III: A in the General Scope of Grant Project.

J. Collaborate with Prevention Resource Centers (PRCs) to use data to expand and create data-driven systemic changes within the community. Provider shall document collaboration using the approved HHSC required tool and in quarterly reports, as outlined in Section III (C) in the General Scope of Grant Project.

K. Conduct media awareness activities to promote prevention and behavioral health in alignment with CSAP strategies and coalition goals. Grantee will spend no more than ten (10) percent of the total CCP budget per fiscal year on media awareness activities (local regional media campaigns and support for the Statewide Media Campaign). Documentation will be maintained in the quarterly reports, as outlined in Section III (C) in the General Scope of Grant Project.

VI. COMMUNITY COALITION PARTNERSHIP STAFFING AND TRAINING REQUIREMENTS

A. In addition to the staffing requirements outlined in the **Attachment A, General Scope of Grant Project,** Community Coalition Partnership Programs must:
   1. Employ a minimum of one (1) Program Director at 0.25 (one-quarter) Full-Time Equivalent (FTE) per coalition funded.
   2. Employ a minimum of one (1) Coalition Coordinator at 1.0 FTE per coalition funded.
   3. Subcontract with a professional external evaluator for evaluation of each CCP to measure processes, outcomes, and create evaluation reports. Grantee will allocate no more than ten (10) percent of award to the local evaluation. Specific hiring requirements are based on each individual agencies hiring practices and policies. The external evaluator must be a professional evaluator. When hiring a professional evaluator, Grantees shall consider their credentials, past experience, level of expertise, and familiarity with the community.

B. CCP staff shall receive coalition competency training listed below within 90 calendar

days of employment and maintain documentation for HHSC review upon request:

1. Strategic Prevention Framework Overview
2. Needs Assessment and Logic Models
3. Capacity Building
4. Sustainability Training
5. Strategic Planning

C. CCP staff shall attend required meetings held by HHSC and maintain documentation for HHSC review upon request, including:
   1. Coalition bootcamp or similar training hosting by Texas Prevention Training: Program Director and each Coalition Coordinator must attend.
   2. Annual Prevention Providers Meeting: Program Director and each Coalition Coordinator must attend.
   3. Annual Directors' Meeting: Program Directors for prevention programs are required to attend, unless otherwise approved by HHSC.
   4. Provider must participate in technical assistance calls or program-specific meetings as requested by HHSC.

VII. PERFORMANCE MEASURES

Grantee will adhere to the performance measure requirements documented in **ATTACHMENT A-5 PERFORMANCE MEASURES.**

VIII. REPORTING REQUIREMENTS

A. In addition to the deliverables outlined in the **ATTACHMENT A GENERAL SCOPE OF GRANT PROJECT, Section VIII, Deliverable and Reporting Requirements,** the Grantee shall submit the CCP program report/deliverables.

B. The CCP program deliverables described above are as follows:
   1. **Community Needs Assessments (CNAs):** Using approved HHSC templates, the Grantee will complete various needs assessments that establishes the current needs within their communities.
   2. **Asset-Based Mapping:** Using approved HHSC template, Grantee will submit asset-based mapping tool cataloging key services, benefits, and resources within the community.
   3. **Community Health Improvement Plan (CHIP):** Using approved HHSC template to submit a CHIP that details the long-term, systemic efforts to address substance use prevention efforts in their community.
   4. **Evaluation Report:** Using an approved HHSC template, the Grantee will collaborate with their external, subcontracted evaluator to provide an annual evaluation plan of the yearly programmatic activities.
   5. **Coalition Member Feedback Results:** Using an approved HHSC template, the Grantee will submit coalition member feedback results included in the evaluation report that communicate members' satisfaction on structure, processes, and

participation, interests and concerns.

6. **Sustainability Checklist:** Using an approved HHSC template, the Grantee will submit a checklist included in the evaluation report that highlight resources, systems, or tools in place to maintain and preserve the progress of the coalition.
7. **Final Evaluation Report:** Using a HHSC Approved template, Grantee will submit a final evaluation report describing the impact, successes, and challenges of the coalition.
8. Grantee will adhere to the reporting requirements and due dates documented in **Attachment A-4, Reporting Requirements**.

ATTACHMENT A-3
PREVENTION RESOURCE CENTERS
SCOPE OF GRANT PROJECT

I. PURPOSE

The purpose of the Prevention Resource Centers (PRCs) is to increase the capacity of the statewide prevention and behavioral health promotion system within the designated HHS public health regions. PRC services seek to prevent negative outcomes associated with substance use and promote behavioral health. PRCs shall enhance regional collaboration, increase community awareness and readiness, provide information and resources on substance use and related behavioral health data, support the development of prevention skills for regional stakeholders, and strengthen compliance with Commercial Tobacco (When HHSC references tobacco in this document, we are referring to the use of commercial tobacco and not the sacred and traditional use of tobacco by some American Indian communities.) and nicotine laws.

II. GOALS

A. Align collaborative efforts among all program types in the Region with common goals and objectives pertaining to risk and protective factors and to serve as a resource for substance use and related behavioral health data for the region.
B. Facilitate the building of prevention skills for regional stakeholders through support and training.
C. Increase community awareness of the risk and protective factors associated with substance use and the broader social determinants that impact health and wellness.
D. Strengthen compliance with existing laws on the sale of commercial tobacco and nicotine products to people under 21 through retailer education and monitoring activities.

III. SERVICE AREA

Grantee shall provide services in the counties (service area) listed below, as approved by HHSC:

Region: 1

Counties: Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Terry, Wheeler, Yoakum

IV. POPULATIONS OF FOCUS

A. The primary population of focus is all HHSC-funded Prevention Providers in the region.
B. The secondary population of focus includes but is not limited to entities not funded by HHSC, such as school administrators and teachers, higher education institutions, community groups and coalitions, education services centers (ESCs), local mental health authorities (LMHAs), substance use disorder (SUD) intervention and treatment organizations, law enforcement, media, faith-based organizations, healthcare entities, healthcare providers, tobacco retailers, and community stakeholders including youth, young adults, parents, and residents in Texas.

V. GRANTEE RESPONSIBILITIES

Grantee shall:

A. Implement the following Center for Substance Abuse Prevention (CSAP) Strategies:
   1. Information Dissemination;
   2. Community-Based Processes; and
   3. Environmental Strategies.

B. Implement the four (4) PRC Core functions, as defined below:
   1. **Regional Alignment Coordination (Regional Alignment) Core** is designed align collaborative efforts among all program types in the region with common goals and objectives pertaining to risk and protective factors and to serve as a resource for substance use and related behavioral health data for the region. The Regional Alignment Coordinator shall communicate current trends in regional data to ensure effective regional prevention strategy implementation. The Regional Alignment Coordinator will work alongside diverse groups of prevention stakeholders while raising awareness around issues by building capacity for prevention and behavioral health promotion.
      a. Collaborate with HHSC funded organizations and HHSC staff to create an annual Regional Work Plan to optimize prevention and behavioral health initiatives in their respective regions. At a minimum, this Work Plan shall include information described in **Section VIII (B) 1.**
      b. Create a group of HHSC funded stakeholders (ex: Regional Alliance). The group's activities must include but are not limited to hosting meetings, giving presentations, and sharing data and resources. Provider shall document Alliance participation and activities using the approved

HHSC required tool and in quarterly reports, as outlined in Section III (C) in the General Scope of Grant Project.

c. Develop and/or maintain a Regional Epidemiological Workgroup (REW) to identify risk and protective factors associated with substance use and the broader social determinants that impact behavioral health.

d. The REW must also work to identify regional data sources and partners to provide information relevant to identification of data gaps, analysis of community resources and readiness, collaboration on region-wide efforts, and recommendations and/or development of other forms of prevention infrastructure support. Grantee must conduct/participate in quarterly REW meetings and must maintain documentation (e.g., agendas, attendance, minutes, etc.) for inspection by HHSC upon request. Develop and facilitate at least one region-wide event based on regional priorities to educate and promote collaboration amongst communities of focus and stakeholders.

e. Promote school participation in the Texas School Survey (TSS) of Drug and Alcohol Use and university/college participation in the Texas College Survey of Substance Use. Grantee must coordinate with the TSS Vendor on recruitment activities. Provider shall document participation in quarterly reports, as outlined in **Section III(C) in the General Scope of Grant Project**.

f. Develop and maintain a Regional Resource Directory on the PRC website of resources that must include, but are not limited to:
   i. Basic needs such as housing, food, employment, rent, utilities;
   ii. Behavioral health resources such as mental health treatment, and substance use treatment and recovery; and,
   iii. Regional and statewide data sources and/or data sets.

2. **Training and Professional Development Coordination (Training Core):** The goal of the PRC Training Core is to facilitate the building of prevention skills for regional stakeholders through support and trainings. This includes but is not limited to working with HHSC-funded training entity and other community-based organizations to identify training needs, host trainings, identify training locations, and promote/coordinate regional trainings. This includes:

   a. General Training Requirements for the PRC.
      Grantee shall:
      i. Deliver and coordinate trainings focused on prevention and behavioral health promotion in accordance with the agreed performance measures.

ii. Ensure at least 30 percent of the annual number of adults trained are representatives from external community stakeholders. External community stakeholders are individuals who engage with HHSC-funded prevention providers (e.g., staff of youth serving organizations including school staff and administration, community coalition members, other agency staff whose positions are not funded by HHSC).

b. Involvement with Training Entity
Grantee shall:
   i. Work directly with the HHSC-funded training entity to identify training needs and regularly promote trainings to all regional stakeholders including HHSC-funded providers in the region.

c. Sole duties
Grantee shall:
   i. Host and coordinate trainings outside of those provided by an HHSC-funded training entity. Grantees may not use PRC funds to pay speaker fees. Grantees may provide training facilities and equipment, coordinate logistics, and receive and deliver training materials. Providers should also keep the HHSC-funded training entity informed of any trainings that they are hosting in their region.
   ii. Distribute monthly updates to HHSC-funded prevention providers within the region about the availability of prevention and behavioral health promotion trainings offered by anHHSC- funded training entity and other community-based organizations.

3. **Media Awareness Activities Coordination (Media Core):** A goal of each Prevention Resource Center (PRC) is to increase community awareness of the risk and protective factors associated with substance use and the broader social determinants that impact health and wellness. This is accomplished by disseminating information across a wide variety of media outlets and distribution networks through Media Awareness Activities. Media Awareness Activities are reported on a monthly basis as part of performance measure reporting. Media Awareness Activities are marketing efforts that serve the populations of focus
Grantee shall:
   a. Develop messaging based on the SAMHSA toolkit, Focus on Prevention: Strategies and Programs to Prevention Substance Use (https://store.samhsa.gov/sites/default/files/SAMHSA_Digital_Downloa

d). Promote prevention messages in line with CSAP strategies through media outlets including radio or television PSAs, media interviews, billboards, bus boards, editorials, or social media.

b. Promote consistent statewide messaging by participating in HHSC's Statewide Media Campaign (SMC).
c. Maintain organizational Facebook and Instagram accounts and any other social media platforms required by HHSC. The SMC's social media messaging should be shared on these platforms. These social media platforms may also be used to post original content created by the Grantee and to share relevant content posted by other organizations.
d. Ensure that the organization's Public Relations Coordinator is registered with and has access to the SMC SharePoint site. Staff must request access using procedures outlined by HHSC.
e. Ensure that:
    i. At least ten (10) percent of the total PRC fiscal year budget shall be spent on media awareness activities that include local and regional media campaigns and support for the SMC. Providers must dedicate at least fifty (50) percent of the media budget to support the SMC and related media expenditures as directed by HHSC.
    ii. Expenditures for media campaigns may include paid radio, television spots, digital media, paid social media content, print media, billboards, other posted signage or paid advertising space. Approved platforms for paid social media boosting or ads include Facebook, Instagram, YouTube, and X (formally known as Twitter). Paid media boosting or ads on any other social media platforms or apps requires prior approval from HHSC.
    iii. Funds may not be used to create agency logos or other forms of agency branding.

4. **Tobacco-Specific Compliance Coordination (Tobacco Compliance Core):** A goal of the PRCs is to strengthen compliance with existing laws on the sale of commercial tobacco and nicotine products to people under 21 through retailer education and monitoring activities. Grantee shall:
    a. Conduct on-site, voluntary compliance checks with tobacco and e- cigarette retailers in the region to ensure retailers adhere to all protocols established by the Texas Comptroller's Office related to minor access to tobacco, permits, and required signage. Compliance checks are to be reported using the Texas Tobacco Compliance Inspection Form provided by HHSC. They should document this strategy using HHSC required reporting platform.
        i. In PRC regions with fewer than 2,000 licensed tobacco retailers,

Providers shall determine the number of active tobacco retailers and visit twenty-five (25) percent these retailers (unduplicated) each quarter. Providers must visit one hundred (100) percent of the active tobacco retailers each grant year.

ii. In PRC regions with 2,000 to 4,000 licensed tobacco retailers, Providers shall visit 2,000 of the active tobacco retailers in the region each grant year. Providers must visit a minimum of twenty-five (25) percent of this number (unduplicated) each quarter.

iii. In PRC regions with more than 4,000 licensed tobacco retailers, Providers must visit a minimum of 225 unduplicated tobacco retailers per month of each grant year.

b. Provide education to tobacco retailers in the region that require additional information on the most current tobacco laws, especially as they pertain to access for people under 21.

c. Report violations to local law enforcement or local comptroller office; conduct follow-up, voluntary compliance checks with all tobacco retailers who have been cited for tobacco-related violations; and provide informational materials regarding Texas tobacco laws, if a retailer is out of compliance.

d. Coordinate with other HHSC-funded Providers and community stakeholders on tobacco compliance activities. This is to be reported in the annual work plan and quarterly reports, as outlined **in Section III (C) in the GENERAL SCOPE OF GRANT PROJECT**.

e. Ensure one (1) PRC staff member is certified to provide Texas Youth Tobacco Awareness Program (TYTAP) or another HHSC-approved curriculum and provides education to persons under the age of 21 who are cited for possession of tobacco products. This is to be reported in the annual work plan and quarterly reports, as outlined in **Section III (C) in the GENERAL SCOPE OF GRANT PROJECT.**

f. For more information on TYTAP, please visit: https://dshs.texas.gov/tobacco/TYTAP/.

VI. PREVENTION RESOURCE CENTER STAFFING AND TRAINING REQUIREMENTS

A. In addition to the staffing requirements outlined in **ATTACHMENT A General Scope of Grant Project**, PRC Programs must employ a:

1. Program Director at a minimum of 0.50 (one-half) Full-Time Equivalent (FTE) to oversee program and ensure compliance with implementation requirements.
2. Regional Alignment Coordinator, at a minimum of 1.0 FTE, who will conduct prevention program services focused on the Regional Alignment Core

requirements of this Grant Agreement.

3. Public Relations Coordinator, at a minimum of 1.0 FTE, who will conduct prevention program services focused on the Media and Training Prevention Core requirements of this Grant Agreement. The Public Relations Coordinator shall be designated as one of the agency's Media Representatives described in the General Scope of Grant Project.
4. Tobacco Compliance Coordinator, at a minimum of 1.0 FTE, who will conduct prevention program services focused on the Tobacco Compliance Core requirements of this Grant Agreement.

B. PRC staff shall complete the following trainings within 90 calendar days of hire and maintain documentation for HHSC review upon request:
   1. Epidemiology
   2. Strategic Prevention Framework Overview
   3. Needs Assessment and Logic Models
   4. Capacity Building
   5. Information Dissemination
   6. Tobacco Law Training

C. Required Meetings: Providers shall attend required meetings held by HHSC and maintain documentation for HHSC review upon request, including:
   1. Annual Prevention Providers Meeting: Annual gathering open to all Prevention Program staff. All funded PRC staff must attend.
   2. Annual Directors' Meeting: Program Directors for Prevention Programs are required to attend, unless otherwise approved by HHSC.
   3. Provider must also participate in technical assistance calls or program-specific meetings as requested as HHSC.

VII. PERFORMANCE MEASURES

Grantee will adhere to the performance measure requirements documented in **Attachment A-5, Performance Measures.**

VIII. Reporting Requirements

A. In addition to the deliverables outlined in the **Attachment A, General Scope of Work, Section XII**, and **Attachment A-4, Reporting Requirements**, the Grantee shall submit all PRC reports/deliverables by the due dates.
B. The PRC program deliverables described above are as follows:
   1. **Regional Work Plan:** In this report, the Grantee shall report at a minimum

the following:

a. A proposed plan of action for the year which demonstrates collaborative efforts across all program types in order to optimize prevention and behavioral health initiatives in their respective regions. The Grantee will use the HHSC approved Work Plan template. Components of this work plan will include objectives, strategies, activities, lead person, stakeholders involved, timeline, and activity output.
b. This plan will detail the creation of a group of HHSC funded stakeholders (ex: Regional Alliance) that is facilitated by the PRC. The group's activities must include but are not limited to hosting meetings, giving presentations, and sharing data and resources.
c. Within this plan should be identified areas of the region that have underserved populations and plans to ensure coverage with service delivery.

2. Grantee will adhere to the reporting requirements documented in **Attachment A-4, Reporting Requirements** for deliverable due dates. **Regional Resource Directory:** the PRC will maintain a Regional Resource Directory on the PRC website.
   a. This Regional Recourse Directory must include, but are not limited to, resource that address the following:
      i. Basic needs such as housing, food, rent, utilities; and
      ii. Behavioral health resources such as mental health treatment, and substance use treatment and recovery; and,
      iii. Regional and statewide data sources and/or data sets.
   b. Grantee shall create the Regional Resource Directory.

3. **Annual Report:** In this report, the Grantee shall report at a minimum the following:
   a. A summary of each Region's outcomes surrounding substance use and behavioral health. This should include any regional collaboration, increases in community awareness and readiness, and examples where information and resources on substance use and related behavioral health were shared.
   b. A summary addressing each core while discussing yearly performance measures.
   c. Ways your organization has helped build and strengthen the Prevention system in Texas.

4. **Final Report:**

Using a System Agency-approved template, Grantee will submit a final report describing the impact, successes, and challenges of the Prevention Resource Center.

5. Grantee will adhere to the reporting requirements documented in **Attachment A-4, Reporting Requirements.**

ATTACHMENT A-4
REPORTING REQUIREMENTS

A. All reporting requirements for the Grant Agreement are listed in the below reporting table. Grantee is required to submit all reports documented in the Grant Agreement for all Prevention Programs (YP's, PRC, CCP) awarded in accordance with the **SECTION V. BUDGET AND INDIRECT COST RATE.**

B. Grantee shall ensure all required reports are submitted as follows:
   1. The reports required to be submitted to the SUD Mailbox, shall be emailed to: SUD.Contracts@hhs.texas.gov. HHSC may change reporting submission requirements as alternatives become available.
   2. The reports required to be submitted to CMBHS requires access to the HHS System. The CMBHS requirements are documented in **Attachment A-6, Clinical Management for Behavioral Health Services (CMBHS) Requirements.**
   3. The reports submitted to the SUD Mailbox shall utilize the following naming convention: FY [number] Deliverable [Report Name] [Program ID] [Contract Number]
   4. The reports are required to be submitted no later than the due date in column "Due Date".
   5. The reports due on the weekend and/or holiday are due the next business day.
   6. System Agency may request reports be submitted through an alternate submission system.

C. The reporting requirements will survive the termination or expiration of the Grant Agreement.

D. Grantee is required to submit performance and curriculum measures in CMBHS for the Prevention Programs awarded.

E. Grantee shall respond to HHSC requests for additional reports, which may include requests for information and/or data to meet federal and state legislative requirements as requested, and within the timeline specified.

Requirement	Report Name	Due Date	Submission System	Document Naming Convention
Attachment A: General Scope of Grant Project				

ATTACHMENT A-4
REPORTING REQUIREMENTS

General Scope of Grant Project	Quarterly Report	Each FY Q1: December 15th Q2: March 15th Q3: June 15th Q4: September 15th	CMBHS	FY2X_Deliverable-Quarterly Report-Report Due Date
General Scope of Grant Project	Success Stories	FY 2026-2029 September 15th	CMBHS	FY2X_Deliverable-Success Stories-Report Due Date
General Scope of Grant Project	Prevention Activity Tracking Tool (PATT)	Each FY & Program 15th of the month, following the month being reported	CMBHS	N/A
Attachment B	Financial Status Report (FSR)	Each FY & Program Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS	N/A
Attachment B	General Ledger	Each FY & Program Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS	FY2X_Deliverable-General Ledger-Report Due Date
Attachment B	FSR to General Ledger (GL)	Each FY & Program Q1: December 31st Q2: March 31st Q3: June 30th Q4: September 30th	CMBHS	FY2X_Deliverable-FSR to General Ledger (GL)-Report Due Date
Attachment A-5	Performance Measures	Each FY & Program 15th of the month, following the month being reported	CMBHS	N/A
Attachment B	Consolidated Income Statement and Balance Sheet	Each FY February 1	CMBHS	FY2X_Deliverable-Report Name-Report Due Date

ATTACHMENT A-4
REPORTING REQUIREMENTS

General Scope of Grant Project	CMBHS Security Attestation Form and List of Authorized Users	Each FY September 15th & March 15th	CMBHS	FY2X_Deliverable-Report Name-Report Due Date
General Scope of Grant Project	Closeout Documents	Each FY & Program October 15th	Smartsheet Form	N/A
Attachment A-1: Youth Prevention (YP's)				
Attachment A, General Scope of Grant Project	YP Fall implementation Plan	FY 2026-2029 September 1st		N/A
Attachment A, General Scope of Grant Project	YP Spring Implementation Plan	Each FY January 15th		N/A
Attachment A, General Scope of Grant Project	YP Summer Implementation Plan	Each FY May 15th		N/A
Attachment A-1, General Scope of Grant Project	Final Report	Each FY October 15th	CMBHS	FY2X_Deliverable-Report Name-Report Due Date
Attachment A-1, General Scope of Grant Project	Curriculum Outcome Measures Report	Each FY no later than 20 business days after the end date of the cycle.	CMBHS	N/A
Attachment A-2: Community Coalition Partnership (CCP)				
Attachment A-2, Scope of Work	CCP Implementation Plan	FY 2026-2029 September 1st	CMBHS	FY2X_Deliverable-Report Name-Report Due Date
Attachment A-2, Scope of Work	Community Needs Assessments (CNAs)	FY 2025-2028 May 15th	CMBHS	FY2X_Deliverable-Community Needs Assessments (CNAs)-Report Due Date
Attachment A-2,	Asset-Based Mapping	FY 2025-2028	CMBHS	FY2X_Deliverable-Asset-

Scope of Work		May 15th		Based Mapping-Report Due Date
Attachment A-2, Scope of Work	Community Health Improvement Plan (CHIP)	FY 2025 August 31st	CMBHS	FY2X_Deliverable-Community Healthy Improvement Plan (CHIP)-Report Due Date
Attachment A-2, Scope of Work	Evaluation Report	FY 2026-2029 October 15th	CMBHS	FY2X_Deliverable-Evaluation Report-Report Due Date
Attachment A-2, Scope of Work	Coalition Member Feedback Results	FY 2026-2029 October 15th	CMBHS	FY2X_Deliverable-Coalition Member Feedback Results-Report Due Date
Attachment A-2, Scope of Work	Sustainability Checklist	FY 2026-2029 October 15th	CMBHS	FY2X_Deliverable-Sustainability Checklist-Report Due Date
Attachment A-2, Scope of Work	Final Evaluation Report	Each FY October 15th	CMBHS	FY2X_Deliverable-Final Evaluation Report-Report Due Date
Attachment A-3: Prevention Resource Centers (PRC)				
Attachment A, General Scope of Work	PRC Implementation Plan	FY 2026-2029 September 1st	CMBHS	FY2X_Deliverable-PRC Implementation Plan-Report Due Date
Attachment A-3, Scope of Work	Regional Work Plan Draft	FY 2025 March 15th	CMBHS	FY2X_Deliverable-Regional Work Plan Draft-Report Due Date

Attachment A-3, Scope of Work	Regional Work Plan	FY 2025-2028 August 1st	CMBHS	FY2X_Deliverable-Regional Work Plan-Report Due Date
Attachment A-3, Scope of Work	Regional Resource Directory	Each FY August 31st	CMBHS	FY2X_Deliverable-Regional Resource Directory-Report Due Date
Attachment A-3, Scope of Work	Annual Report	FY 2025-2028 August 15th	CMBHS	FY2X_Deliverable-Annual Report-Report Due Date
Attachment A-3, Scope of Work	Final Report	FY 2029 October 15th	CMBHS	FY2X_Deliverable-Final Report-Report Due Date
Attachment A-6: CMBHS Requirements				
Attachment A-6, CMBHS Requirements	Cybersecurity Training	Each FY September 15th	CMBHS	FY2X_Deliverable-Cybersecurity Training-Report Due Date
Attachment D: UTC Grant				
Attachment D, UTC-Grant Version	Liability Insurance	Each FY September 15th	CMBHS	FY2X_Deliverable-Liability Insurance-Report Due Date

ATTACHMENT A-5
PERFORMANCE MEASURES

A. PERFORMANCE MEASURES REQUIREMENTS

1. Grantee will report performance measures monthly through CMBHS by the 15th of the month for the previous month's activities.

2. Grantee is responsible for the measures for the programs Grantee received funding, in accordance with the **Signature Page, Section V.**

3. Grantee's performance will be measured in part on the achievement of the key performance measures stated below.

4. The quarterly performance measures are set at the minimum required standard and subject to change by HHSC.

B. YPS PERFORMANCE MEASURES

Curriculum	Performance Measures	Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	TOTAL
YPS						
	Number of unduplicated adults receiving prevention education (for programs implementing approved evidence-based family-focused curriculum only)	0	0	0	0	0
	Number of unduplicated youth receiving prevention education (approved evidence-based curriculum)	0	0	0	0	0
	Number of alternatives Conducted	0	0	0	0	0
	Number of youths participating in alternatives	0	0	0	0	0
	Number of adults participating in alternatives	0	0	0	0	0

	Number of prevention/ behavioral health promotion presentations conducted	0	0	0	0	0
	Number of youths attending prevention/behavioral health promotion presentations	0	0	0	0	0
	Number of adults attending prevention/behavioral health promotion presentations	0	0	0	0	0
	Number of social media messages focused on prevention and behavioral health promotion and the statewide media campaign	0	0	0	0	0
	Number of voluntary compliance checks successfully conducted on-site with tobacco retailers	0	0	0	0	0
YPI						
	Number of unduplicated adults receiving prevention education (for programs implementing approved evidence-based family-focused curriculum only)	0	0	0	0	0
	Number of unduplicated youth receiving prevention education (approved evidence-based curriculum)	0	0	0	0	0
	Number of alternatives	0	0	0	0	0

	Conducted					
	Number of youths participating in alternatives	0	0	0	0	0
	Number of adults participating in alternatives	0	0	0	0	0
	Number of prevention/ behavioral health promotion presentations conducted	0	0	0	0	0
	Number of youths attending prevention/behavioral health promotion presentations	0	0	0	0	0
	Number of adults attending prevention/behavioral health promotion presentations	0	0	0	0	0
	Number of social media messages focused on prevention and behavioral health promotion and the statewide media campaign	0	0	0	0	0
	Number of voluntary compliance checks successfully conducted on-site with tobacco retailers	0	0	0	0	0
YPU						
	Number of unduplicated adults receiving prevention education (for programs implementing approved evidence-based family-	0	0	0	0	0

	focused curriculum only)					
	Number of unduplicated youth receiving prevention education (approved evidence-based curriculum)	0	0	0	0	0
	Number of alternatives Conducted	0	0	0	0	0
	Number of youths participating in alternatives	0	0	0	0	0
	Number of adults participating in alternatives	0	0	0	0	0
	Number of prevention/ behavioral health promotion presentations conducted	0	0	0	0	0
	Number of youths attending prevention/behavioral health promotion presentations	0	0	0	0	0
	Number of adults attending prevention/behavioral health promotion presentations	0	0	0	0	0
	Number of social media messages focused on prevention and behavioral health promotion and the statewide media campaign	0	0	0	0	0
	Number of voluntary compliance checks	0	0	0	0	0

	successfully conducted on-site with tobacco retailers					

C. **YPs PERFORMANCE MEASURES DEFINITIONS**

1. **Number of unduplicated adults receiving prevention education (for programs implementing approved evidence-based family-focused curriculum only)**

   Definition: Report the number of unduplicated adults that completed an HHSC-approved, evidence-based, family focused prevention education program. Do not count adults who attend a session but do not complete the curriculum. A completed session is defined as an individual who attended 80 percent of all the sessions, per curriculum.

2. **Number of unduplicated youth receiving prevention education (approved evidence-based curriculum)**

   Definition: Report the number of unduplicated youth that completed an HHSC-approved, evidence-based, prevention education program. Do not count youth who attend a session but do not complete the curriculum. A completed session is defined as an individual who attended 80 percent of all the sessions, per curriculum.

3. **Number of alternatives conducted**

   Definition: Report the number of alternatives conducted, or activities intended for youth and/or adults in a substance-free environment that promotes behavioral health.

4. **Number of youths participating in alternatives**

   Definition: Report the number of youth that participated in an alternative activity (duplicated youth may be counted if alternative activity is different).

5. **Number of adults participating in alternatives**

   Definition: Report the number of adults that participated in an alternative activity (duplicated adults may be counted if alternative activity is different).

6. **Number of prevention/behavioral health promotion presentations conducted**
   Definition: Report the number of prevention and behavioral health promotion presentations conducted, or presentations that discuss substance use prevention and/or behavioral health promotion.

7. **Number of youths attending prevention/behavioral health promotion presentations**

Definition: Report the number of youth that attended a prevention or behavioral health promotion presentation (duplicated youth may be counted if presentation content is different).

8. **Number of adults attending prevention/behavioral health promotion presentations**

   Definition: Report the number of adults that attended a prevention or behavioral health promotion presentation (duplicated adults may be counted if presentation content is different).

9. **Number of social media messages focused on prevention and behavioral health promotion and the statewide media campaign**

   Definition: Report the number of social media messages related to substance use prevention, behavioral health promotion, or the statewide media campaign posted on the organization's social media accounts. Each message may only be counted once per platform. If you post the English and Spanish translations of a message as two separate posts, count them as two messages when reporting.

10. **Number of voluntary compliance checks successfully conducted on-site with tobacco retailers**

    Definitions: Report the number of successfully completed tobacco compliance inspections, conducted on site with a Texas tobacco and/or e-cigarette retailer (may be an initial visit or follow-up visit for non-compliance).

D. CCP PERFORMANCE MEASURES

CCP Performance Measures	Sept- Nov	Dec- Feb	Mar- May	Jun- Aug	TOTAL
Number of new and recruited coalition members	0	1	0	1	2
Number of coalition member participation hours	70	50	90	90	300
Number of in-kind hours of volunteer work from community members	15	20	20	20	75
Number of youths participating in coalition projects	400	200	300	300	1200
Number of adults participating in coalition projects	600	600	900	900	3000

Number of social media messages focused on prevention and behavioral health promotion messaging (include statewide media campaign)	36	36	36	36	144
Number of media awareness activities (not including social media) focused on prevention and behavioral health promotion	1	1	1	0	3

E. CCP PERFORMANCE MEASURES DEFINITIONS

1. Number of new and recruited coalition members

Definition: Report the number of unduplicated number of coalition members that have signed a formal agreement to participate in the coalition.

2. Number of coalition member participation hours

Definition: Report the number of hours coalition members that have signed a formal agreement participate in the coalition activities or events.

3. Number of in-kind hours of volunteer work from community members

Definition: Report the number of hours non-coalition community members, who have not signed a coalition member agreement, participate in coalition activities or events.

4. Number of youths participating in coalition projects

Definition: Report the number of unduplicated individuals 17 and under who participate in coalition projects such as coalitions meeting or events. These individuals are community members who have not signed a formal coalition agreement.

5. Number of adults participating in coalition projects

Definition: Report the number of unduplicated individuals 18 and over who participate in coalition projects such as coalitions meeting or events. These individuals are community members who have not signed a formal coalition agreement.

6. Number of social media messages focused on prevention and behavioral health promotion messaging (include statewide media campaign)

Definition: Report the number of social media posts on either the organizations or coalition's Facebook, Instagram, X, or LinkedIn accounts. Other forms of social media need prior approval from HHSC. Each message may only be counted once per platform. If you post the English and Spanish translations of a message as two separate posts, count them as two messages when reporting.

7. **Number of media awareness activities (not including social media) focused on prevention and behavioral health promotion**

   Definition: Report the number of paid or earned media activities to include but not limited to press conferences, Radio or television Public Service Announcements (PSA), media interviews, billboards, bus boards, editorials, or search engine marketing.

F. PRC PERFORMANCE MEASURES

PRC Performance Measures	Sept- Nov	Dec- Feb	Mar- May	Jun- Aug	TOTAL
Number of meetings conducted with Regional stakeholders (Regional Alliance) focused on community collaboration related to data and resources.	1	1	1	1	4
Number of Regional Epidemiological Workgroup meetings held.	1	1	1	1	4
Number of times that local, county, or regional data is shared.	30	30	30	30	120
Number of trainings hosted and coordinated within the region without the assistance of TPT.	0	1	0	1	2
Number of adults attending trainings hosted or coordinated within the region overall.	40	60	40	60	200
Number of messages delivered through social media related to prevention and behavioral health promotion including those from the statewide media campaign.	36	36	36	36	144
Number of prevention and behavioral health promotion media placements (including those from the statewide media campaign)	1	2	1	2	6

delivered through traditional media.					
Number of voluntary compliance checks successfully conducted on-site with tobacco retailers.	TBD	TBD	TBD	TBD	TBD

G. PRC PERFORMANCE MEASURE DEFINITIATIONS

1. **Number of meetings conducted with regional stakeholders (Regional Alliance) focused on community collaboration related to data and resources.**

   Definition: Number of meetings conducted by the Regional Alliance. The Regional Alliance is a group of HHSC funded stakeholders whose primary purpose is to enhance regional collaboration, build capacity, and increase community awareness and readiness. Some examples of group activities must include but are not limited to hosting meetings, conducting presentations, and sharing data and resources.

2. **Number of Regional Epidemiological Workgroup meetings held.**

   Definition: Number of meetings held by a regional workgroup based on the principles of epidemiology, the public health science that describes the incidence, distribution, and control of a disease in a population. This regional workgroup will help prevention professionals identify and analyze surveillance data, community patterns of substance use and the various factors that influence behavior.

3. **Number of times that local, county, or regional data is shared.**

   Definition: Report the number of unique times that local, county, or regional substance use and related behavioral health data is shared to HHSC funded providers, stakeholders, and community partners in the region. If posting to a website, count this once. If presenting to multiple organizations in one meeting, count this once. Data may be shared via in-person presentations, mail, electronic distribution, social media etc.

4. **Number of trainings hosted and coordinated within the region without the assistance of TPT.**

   Definition: Report the number of trainings coordinated and hosted throughout the region to build prevention skills for regional stakeholders without the assistance of TPT.

5. **Number of adults attending trainings hosted or coordinated within the region overall.**

Definition: Report the number of unduplicated individuals 18 and over who participate in trainings hosted and coordinated within the region.

6. **Number of messages delivered through social media related to prevention and behavioral health promotion including those from the statewide media campaign.**

   Definition: Report the number of social media posts on either the organizations or coalition's Facebook, Instagram, X, or LinkedIn accounts. Other forms of social media need prior approval from HHSC. Each message may only be counted once per platform. If you post the English and Spanish translations of a message as two separate posts, count them as two messages when reporting.

7. **Number of prevention and behavioral health promotion media placements (including those from the statewide media campaign) delivered through traditional media.**

   Definition: Report the number of messages or campaigns (including the statewide media campaign) delivered via traditional media including TV, radio, and print, including but not limited to (radio or television PSAs, media interviews, billboards, bus boards, and editorials). Report only messages or campaigns that have been aired, broadcasted, or published. Each message or campaign may only be counted once. For example, if the same public service announcement is aired ten times by the same station, it may only be counted as one media awareness activity.

8. **Number of voluntary compliance checks successfully conducted on-site with tobacco retailers.**

   Definition: Report the number of successfully completed tobacco compliance inspections, conducted on site with a Texas tobacco and/or e-cigarette retailer (may be an initial visit or follow-up visit for non-compliance).

H. CURRICULUM OUTCOME MEASURES

1. Grantee is required to complete curriculum measures in CMBHS for the programs receiving funding in The Youth Prevention Programs (YPI, YPU, YPS).

2. All curriculum outcome measure requirements are documented in **Attachment A-1 Youth Prevention Scope of Grant Project, Section V. Deliverable and Reporting Requirements.**

I. PERFORMANCE MEASURES DATA ANALYSIS AND LIQUIDATED DAMAGES

1. The **Attachment F, Additional Provisions, Section 29. Breach of Grant Agreement and Liquidated Damages, item E. Liquidated Damages Regarding Unmet Performance Measures** documents the following requirements:

a. Analysis of all performance measure data;
b. Performance measures that require a minimum of 70% compliance to the annual goal.
c. Liquidated damages requirements.

I. CMBHS Requirements

A. System Requirements
   1. CMBHS is only compatible with Microsoft Edge (90.x) or higher and Google Chrome version 40 or higher.
   2. JavaScript must be enabled to use the application.
   3. Adobe Reader is needed to print documents.

B. Grantee shall use the CMBHS components/functionality specified in the Contract. The required CMBHS components are listed below; however, HHSC may require that the Grantee use additional components/functionality as it becomes available.
   1. Request/maintain user access for appropriate staff (including access control and credential maintenance);
   2. Grantee details;
   3. Performance Measures;
   4. Financial Status Reports (FSR);
   5. Invoices;
   6. Deliverable Submission;
   7. Curriculum Outcome Measures for each cycle provided (**YPS**, **YPU**, and **YPI** Programs only).

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

D. In accordance with the HHS Data Use Agreement, establish and maintain a security policy that ensures adequate system security and protection of confidential information.

E. Attend HHSC trainings for the CMBHS functionality.

F. In accordance with Texas Government Code 2054.5192, Grantee, Grantee's employees, officers, and subcontractors are required to complete a cybersecurity training program certified by the Department of Information Resources and to recertify the training annually. Documentation of annual cybersecurity awareness training is required as outlined in **Attachment A-3**. Additional information is available at: Statewide Cybersecurity Awareness Training | Texas Department of Information Resources.

II. CMBHS ACCESS and FORMS

Grantee shall comply with the following requirements regarding CMBHS access and management of users:

A. Grantee shall select the organizations CMBHS Security Administrator and back-up Security Administrator and complete the HHSC Form: **CMBHS Security Administrator Application.** Grantee shall contact the CMBHS Helpline to request the form, as follows:

   1. Phone Number: (866) 806-7806.
   2. Email Address: CMBHSTrainingTeam@hhs.texas.gov

   Note: The CMBHS Helpline hours of operation are Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Standard Time.

B. Grantee shall submit the completed **CMBHS Security Administrator Application** forms to the CMBHS helpline email address, CMBHSTrainingTeam@hhs.texas.gov.

C. Grantee shall submit updated/revised **CMBHS Security Administrator Application** forms within ten (10) business days of changes to the Grantee's designated Security Administrator or the back-up Security Administrator.

D. Grantee's CMBHS Security Administrator is responsible to ensure that access to CMBHS *is* restricted to only authorized users, in accordance with HHSC Data Use Agreement.

E. Grantee's CMBHS Security Administrator is responsible to remove authorized users who are no longer authorized to access CMBHS secure data within one (1) business day of identifying the authorized user needs to be removed.

F. Grantee's CMBHS Security Administrator shall complete and submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers, and sub-Grantees authorized to have access to secure data.

G. Grantee shall ensure that Grantee's employees have appropriate Internet access and an adequate number of computers of sufficient capabilities to use the CMBHS. Equipment purchased with System Agency funds must be inventoried, maintained in working order, and secured.

H. System Agency reserves the right to limit or deny access to CMBHS at any time for

any reason deemed appropriate by System Agency. Grantee access to CMBHS will be placed in inactive status when the Grantee ceases to have an executed grant agreement with System Agency.

ATTACHMENT B
FISCAL REQUIREMENTS

Grantee shall ensure compliance with the fiscal requirements of the Grant Agreement, as follows:

A. The Grant Agreement is funded from the United States Health & Humans Services (HHS), Substance Abuse and Mental Health Services Administration (SAMSHA), Substance Use Prevention, Treatment and Recovery Services (SUPTRS), Assistance Listing Number (ALN)93.959 and System Agency General Revenue.

B. Grantees must comply with the following Code of Federal Regulation (CFR):

1. SUPTRS Block Grant: 45 CFR Part 96, Subpart C, link: 45 CFR Part 96.

2. Federal Uniform Grant Guidance for Title 2, Grants and Agreements, Subtitle A. Office of Management and Budget Guidance for Grant and Agreements, Chapter II Office of Management and Budget Guidance, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for , link: https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance

C. Grantee must comply with the following Grant requirements, located at System Agency's website: https://www.hhs.texas.gov/business/grants

1. Federal Funding Accountability and Transparency Act Reporting Requirements.

2. Indirect Cost Rates.

D. Grantee must comply with Texas Grant Management Standards, located at Texas Comptroller of Public Accounts, link: https://comptroller.texas.gov/purchasing/grant-management/

E. Grantee must maintain access to the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.

F. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Grant Agreement.

G. Invoice and Payment requirements:

1. Grantee shall submit monthly invoices to the System Agency utilizing CMBHS. Monthly invoices are required for all Programs awarded funding by the 15th of the month.

2. After the closure of each Fiscal Year, System Agency shall conduct Grant Agreement close-out activities. Grantee shall ensure all invoices for all Programs awarded funding,

for each year (September – August) are submitted in CMBHS by October 15th. Invoices submitted after October 15th may be denied.

3. System Agency may request additional supportive documentation to support the invoices. All requests for additional information shall be provided by the deadline requested.

H. Match and Program Income
Grantee will:

1. Contribute five (5%) percent matching of funds.

2. Match and program income are reported on each Programs Financial Status Report (FSR). System Agency requires the following data in the comments section of the FSR for the match and program income:
   a. description,
   b. funding source, and
   c. dollar amount
3. Adhere to the Program Income requirements in Texas Grant Management Standards (TxGMS).
4. Will not use program income as match without System Agency approval.
5. If the match ratio requirement is not met, System Agency may withhold or reduce payments to satisfy match insufficiency or demand a refund of the amount of the match insufficiency.
6. Disburse program income, rebates, refunds, grant agreement settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from the System Agency.

I. The Cost Reimbursement Budget:
1. The cost reimbursement budget documents all approved and allowable expenditures. Grantee shall *only* utilize the funding detailed in the approved cost reimbursement budget for approved and allowable costs.

2. If needed, Grantee may revise the approved cost reimbursement budget for each allocated Program. The requirements for revising the budget for the allocation in each Program are as follows:

   a. Grantee may transfer funds from the budgeted direct categories only, with the

exception of the Equipment and Travel Categories. Grantee may transfer up to twenty-five (25%) percent of the allocated fiscal year Program amount without System Agency approval. Budget revisions exceeding the System Agency variance percentage are required to receive System Agency's written approval provided through the Budget Program Adjustment Form.

b. Grantee must adhere to the System Agency's travel policy. Grantee is required to submit a Budget Program Adjustment form to request System Agency approval for all new out-of-state travel requests. Grantee must submit out-of-state travel requests at least ninety (90) days prior to the planned travel. System Agency will provide written notification if the new travel request is approved.

c. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the System Agency twenty-five (25%) percent variance requirement, excluding "Equipment", "Indirect Cost" and "Travel" categories, by submitting a Budget Program Adjustment form to the assigned contract manager. This change is considered a unilateral change in accordance with **Attachment D: HHS Uniform Terms and Conditions; Article XI: General Provisions, Section 11.7, Change in Laws and Compliance with Laws** and does not require a bilateral amendment. System Agency will provide written notification of the approval or denial of the request. The budget revisions are *not* authorized, and funds *cannot* be utilized until Grantee receives written approval.

d. Grantee may request transferring funds between awarded Programs by submitting a Budget Program Adjustment form to the assigned Contract Manager. This change is considered a unilateral change in accordance with **Attachment D: HHS Uniform Terms and Conditions; Article XI: General Provisions, Section 11.7, Change in Laws and Compliance with Laws** and does not require a bilateral amendment. System Agency will provide written notification of the approval or denial of the request. The budget revisions are *not* authorized, and funds *cannot* be utilized until Grantee receives written approval.

e. Grantee may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' categories, however a formal Amendment is required. Grantee shall submit to the assigned contract manager a Budget Program Adjustment form, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.

3. Assets as Collateral Prohibited

   Grantees shall not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

4. Property Inventory and Protection of Assets
   Grantee shall:
   a. Maintain an inventory of equipment and supplies defined as controlled assets, and property described in this grant agreement and submit to the assigned grant agreement manager, upon request. At a minimum, the inventory report shall include the following:
      i. Description of the property;
      ii. Serial number or other identification number;
      iii. Source of funding for the property (including the Federal Assistance Identification Number);
      iv. Who holds title,
      v. Acquisition date and cost of the property;
      vi. Percentage of Federal participation of the project costs for the Federal award under which the property was acquired;
      vii. Location use and condition of the property; and
      viii. Any ultimate disposition data including the date of disposal and sale price of property.

   b. Maintain, repair, and protect assets under this grant agreement to assure their full availability and usefulness.

   c. If Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Grant agreement, use the proceeds to repair or replace those assets.

5. Bankruptcy

   In the event of bankruptcy, Grantee will;

   a. Sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency.

   b. When directed by the System Agency, return all such property, equipment and supplies to the System Agency.

   c. Ensure that its subgrant agreements, if any, contain a specific provision requiring

that in the event of the Sub-Grantee's bankruptcy, the Sub-Grantee must sever the System Agency property, equipment, and supplies in possession of the Sub-Grantee from the bankruptcy, and title must revert to the System Agency, who may require that the property, equipment and supplies be returned to the System Agency.

J. Budget Program Adjustment Requests Requirements

1. Grantee may request revisions to the approved cost reimbursement budget by completing a Budget Program Adjustment Form and submitting to the System Agency Contract Manager and the SUD Mailbox at SUD.Contracts@hhs.texas.gov or the System Agency required submission system location.

2. The types of Budget Program Adjustment revisions Grantee may request are:

   a. Budget changes for direct categories that exceed the allowable variance.

   b. Budget changes to the indirect cost categories, in compliance with the System Agency approved rate.

   c. Budget changes to the direct category, Equipment.

   d. Budget changes to the direct category, Travel.

   e. Requesting additional funding.

   f. Request to transfer funding between awarded Programs.

3. System Agency will review the request to determine if the request is allowable, if applicable, and if the request is approved or denied. The estimated timeline for System Agency to review and provide written communication on the results of the Budget Program Adjustment (BPA) request is 30 days from receiving an accepted form.

4. Each Fiscal Year (FY), the deadline to submit BPAs is March 1st.

K. Financial Status Report Requirements

1. Grantee shall submit quarterly Financial Status Report (FSR) in CMBHS to document all expenditures, for each Program ID receiving funding.

2. Grantee shall submit the following supportive documentation for each quarterly FSR.

a. General Ledger: The general ledger for each Program receiving funding; the general ledger will document the expenditures to support the data reported in the FSR.

b. FSR to General Ledger Worksheet: The worksheet shall provide an analysis of the general ledger by documenting the expenses into the cost reimbursement budget category. The Worksheet shall be completed on the System Agency template.

L. Financial Statements

1. Grantee's fiscal year end date provided to System Agency is August 31. Grantee is required to report any changes to the fiscal year end date to the assigned contract manager within 10 business days.

2. This date will indicate the deadline to provide the financial statement deliverable documented in item (3).

3. Grantee is required to provide System Agency the financial statements, which include income statements and balance sheet (Statement of net position) by the due date listed in **Attachment A-4**.

ATTACHMENT B-1
APPROVED CATEGORICAL BUDGET

Organization Name:	City of Lubbock
Contract Number:	HHS001081400002
Prevention Program(s) Contracted to Provide:	PRC, CCP
Region:	1
Fiscal Year:	2024-2025
Total Contract Value (System Agency+Match)	$494,316.00
Date Submitted to HHSC:	

Master Budget Roll-Up

Budget Categories	System Agency Funds Requested	Cash Match	Non System Agency funds	Category Total
Personnel	$263,251.00	$16,122.00	$0.00	**$279,373.00**
Fringe Benefits	$121,096.00	$7,416.00	$0.00	**$128,512.00**
Travel	$34,675.00	$0.00	$0.00	**$34,675.00**
Equipment	$0.00	$0.00	$0.00	**$0.00**
Supplies	$8,156.00	$0.00	$0.00	**$8,156.00**
Contractual	$12,000.00	$0.00	$0.00	**$12,000.00**
Other	$31,600.00	$0.00	$0.00	**$31,600.00**
Total Direct Costs	$470,778.00	$23,538.00	$0.00	**$494,316.00**
Indirect Costs	$0.00	$0.00	$0.00	**$0.00**
Totals	$470,778.00	$23,538.00	$0.00	**$494,316.00**

Subcontracting

Subcontracting Percentage: 2.4%

ATTACHMENT B-1
APPROVED CATEGORICAL BUDGET

Match Contributions

Required Match Percentage:	5%	Calculated Match Percentage:	5%
Required Match Amount:	$ 23,538.00	Calculated Match Amount:	$ 23,538.00

Source of Cash Match Funds

Cash match includes salary of Public Health Director an management assistant who support PRC & CCP operations

Source of In Kind Match Funds

Program Income

Projected Earnings $ -

Source of Earnings

CCP PROGRAM

Budget Summary Detail

		Non-System Agency Funds		
Budget Categories	System Agency Funds Requested	Cash Match	In-Kind	Category Total
Personnel	$ 99,032.00	$ 5,848.00	$ -	$ 104,880.00
Fringe Benefits	$ 45,555.00	$ 2,690.00	$ -	$ 48,245.00
Travel	$ 8,092.00		$ -	$ 8,092.00
Equipment	$ -		$ -	$ -
Supplies	$ 6,099.00		$ -	$ 6,099.00
Contractual	$ 12,000.00		$ -	$ 12,000.00
Other	$ -		$ -	$ -
Total Direct Costs	$ 170,778.00	$ 8,538.00	$ -	$ 179,316.00
Indirect Costs	$ -		$ -	$ -
Totals	$ 170,778.00	$ 8,538.00	$ -	$ 179,316.00

Organization Name:	City of Lubbock
Contract Number:	0
Fiscal Year:	2024-2025

Personel Contract Detail

Functional Title	Justification	Total FTE's	Total Avg Monthly Salary/Wage	Number of Months	Funding Source	Salary / Wages Requested for Project
Community Coalition Coordinator (Public Health Liaison)	The job class specification at the City of Lubbock Health Department will be Public Health Program Liason. Salary was calculated adjusting for a 2% merit and 2% cost of living increase each year. This position is responsible for implementing required prevention strategies through coalition work, maintaining a diverse coalition membership, helping to coordinate outreach events, and assisting with media awareness activities.	1	$ 4,333.18	12	System Agency Funds or Cash Match	$ 51,998.00
Prevention Program Director (PRC Supervisor)	The job class specification at the City of Lubbock Health Department will be the Prevention Resource Center supervisor, however they are also the CCP Supervisor. Salary was calculated adjusting for a 2% merit and 2% cost of living increase each year. This position will ensure compliance with grant and reporting requirements; assist in hiring and maintaining adequate staff, provide program oversight; provide opportunities for training and professional development; enhance the quality and sustainability of service, and lead quality management and improvement endeavors.	0.25	$ 5,203.28	12	System Agency Funds or Cash Match	$ 13,510.00
Director of Public Health	Oversees and manages the Public Health Department. Provides oversight to the PRC/CCP program and staff.	0.03633	$ 13,415.00	12	System Agency Funds or Cash Match	$ 5,848.80
Regional Alignment Coordinator (Public Health Liaison)	The job class specification at the City of Lubbock Health Department will be Public Health Data Analyst. Salary was calculated adjusting for a 2% merit and 2% cost of living increase each year. This employee is responsible for ensuring the adequate fulfillment of the Data Core within the PRC scope of work, including the collection and compilation of regional data as well as assisting with outreach events.	0.5	$ 4,737.36	12	System Agency Funds or Cash Match	$ 28,424.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -

						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					System Agency Funds or Cash Match Total	$ 104,880.00
					In Kind Match Total	$ -
					Salary Wage Total	$ 104,880.00

Fringe Benefits

Enter either the percentage or cash amount

Total Fringe Benefit %	46.00%
or Total Fringe Benefit $	

Fringe Benefit Amounts

Cash	$ 48,346.00
In Kind Match.	$ -
Fringe Benefits Total	$ 48,346.00

List the types of costs that comprise your organization's fringe benefits

FICA, Health Insurance, Dental Insurance, Vision Insurance, Retirement, Phone Allowance, Education Incentive

Travel Category Detail

Indicate Policy Used

Organization's Travel Policy *	* Include travel policy in renewal response if using Organization's travel policy
State of Texas Travel Policy	GSA Rates

Conference / Workshop Travel Costs

Description of Conference / Workshop	Justification	Location City/State	Number of Days	Number of Employees	Total Auto Mileage Cost	Airfare	Meals	Lodging	Other Costs	Funding Source	Total
CADCA Mid Year Training Institute	The Mid-Year Training Institute offers in-depth, interactive training sessions geared specifically for community coalition leaders, youth, and staff. Rates will vary due to location offered for conference but are based off of GSA rates. Current rates are based off of FY24 conference location. For 2 staff and 4 youth or variation of: Day 1 of travel is $59 for meals Day 2 of travel is $79 Day 3 of Travel is $79 Day 4 of travel is $59 =$276.00 Hotel is $213/night x 4 x 6= $112.00 Flight $676 x6= $2704 Total $6364	TBD	4	6		$ 2,704.00	$ 1,104.00	$ 2,556.00		System Agency Funds or Cash Match	$ 6,364.00
Annual Prevention Providers Meeting	Contract required meeting. Travel is calculated at GSA Rate of $64 for meals a day, $184 a night for hotels (including tax), and $520 for airfare. For 1 staff: Day 1 of travel is $46 for meals Day 2 of travel is $64 Day 3 of Travel is $64 Day 4 of travel is $64 Day 5 of travel is $46 =$288.00 Hotel is $184/night x1= 920.00 Flight $520 x 1= $20.00 Total = 1728.00	Austin	5	1		$ 520.00	$ 288.00	$ 920.00		System Agency Funds or Cash Match	$ 1,728.00
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -

											$ -
											$ -
Total System Agency Funds or Cash Match for Conference / Workshop											$ 5,992.00
Total In Kind Match for Conference / Workshop											$ -
Total for Conference / Workshop Travel											$ 5,992.00

Other / Local Travel Costs

Justification	Mileage Reimbursement Rate	Number of Miles	Mileage Cost	Other Costs	Funding Source	Total Cost
			$ -			$ -
			$ -			$ -
			$ -			$ -
			$ -			$ -
			$ -			$ -
			$ -			$ -
			$ -			$ -
					Total System Agency Funds or Cash Match for Other / Local Travel	$ -
					Total In-Kind for Other / Local Travel	$ -
					Total for Other / Local Travel	$ -

Cash Total	$ 6,092.00
In Kind Match Total	$ -
Total Travel Costs	$ 6,092.00

Equipment Category Detail

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Funding Source	Total Cost

					$ -
					$ -
					$ -
					$ -
				System Agency Funds or Cash Match Total	$ -
				In Kind Match Total	$ -
				Total Amount Requested for Equipment	$ -

Supplies Category Detail

Description of Item	Purpose & Justification	Funding Source	Total Cost
Office Supplies	General supplies needed to support the execution of the scope of work with efficiency and effectiveness. These supplies will include the below items to support day-to-day operations and outreach activities. Paper - $58.67/case @ 3 cases/year = 170.01 Expo markers - $52.74/pack @ 2/year = 105.48 $69.99/each @ 6 cartridges/year = 419.94 Desk Calendars - $14.73/each @ 5/year = 73.65 Notebooks - $9.80/each @ 20/year = 192.00 Pens - $20.71/Dozen @ 5/year = 103.55 Staples - $9.28/pack @ 2/year = 18.56 Educational items - Vary from 0.32 to 2.79 depending on item. Amount will vary based on supply needed for outreach events. Estimated at $5016.00 Total = $6099.21	System Agency Funds or Cash Match	$ 6,099.00

		System Agency Funds or Cash Match Total	$ 5,000.00
		In-Kind Match Total	$ -
		Total Amount Requested for Supplies	$ 5,000.00

Contractual Category Detail

Contractor	Type	Description of Services	Justification	Payment Basis	Payment Rate	Number of Payments	Funding Source	Total Cost
Texas Tech University or similar program	TBD	CCP Program Evaluation	Contract requirement to evaluate CCP Measures processes, outcomes, and create evaluation reports. To meet the requirements of the contract to evaluate programming @ $60/hour for 200 hours.	Lump Sum	$ 12,000.00	1	System Agency Funds or Cash Match	$ 12,000.00
						System Agency Funds or Cash Match Total		$ 12,000.00
						In Kind Match Total		$ -
						Total Amount Requested for Contractual		$ 12,000.00

Other Category Detail

Description of Item	Purpose & Justification	Funding Source	Total Cost

In Kind Match Total	$ -
Total Amount Requested for Other	$ -

Indirect Category Detail

Governmental Entity Using a Central Service Cost Rate or Indirect Cost Rate

The organization's current Central Service Cost Rate or Indirect Cost Rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach copy of approved Rate Agreement or Certification of Cost Allocation Plan or Certification of Indirect Costs. City and County Governments with a Central Service Cost Rate should also complete the "Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan" section for the indirect costs of the City/County Department (e.g. Health Department) that System Agency is contracting with.

Rate

Type

Base

Type of Costs Included in the Rate

Non Governmental Entity Using Indirect Cost Rate

The organization's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form.

Rate

Base

Type of Costs Included in the Rate

System Agency Funds or Cash Match:

In-Kind:

Total Indirect Costs: $

PRC PROGRAM

Budget Summary Detail

Budget Categories	System Agency Funds Requested	Non-System Agency Funds: Cash Match	Non-System Agency Funds: In-Kind	Category Total
Personnel	$ 164,219.00	$ 10,274.00	$ -	$ 174,493.00
Fringe Benefits	$ 75,541.00	$ 4,726.00	$ -	$ 80,267.00
Travel	$ 26,583.00		$ -	$ 26,583.00
Equipment	$ -		$ -	$ -
Supplies	$ 2,057.00		$ -	$ 2,057.00
Contractual	$ -		$ -	$ -
Other	$ 31,600.00		$ -	$ 31,600.00
Total Direct Costs	$ 300,000.00	$ 15,000.00	$ -	$ 315,000.00
Indirect Costs	$ -		$ -	$ -
Totals	$ 300,000.00	$ 15,000.00	$ -	$ 315,000.00

Organization Name:	City of Lubbock
Contract Number:	0
Fiscal Year:	2024-2025

Personel Contract Detail

Functional Title	Justification	Total FTE's	Total Avg Monthly Salary/Wage	Number of Months	Funding Source	Salary / Wages Requested for Project
Prevention Program Director (PRC Supervisor)	The job class specification at the City of Lubbock Health Department will be the Prevention Resource Center supervisor, however they are also the CCP Supervisor. Salary was calculated adjusting for a 2% merit and 2% cost of living increase each year. This position will ensure compliance with grant and reporting requirements; assist in hiring and maintaining adequate staff; provide program oversight; provide opportunities for training and professional development; enhance the quality and sustainability of service; and lead quality management and improvement endeavors.	0.5	$ 6,203.28	12	System Agency Funds or Cash Match	$ 37,220.00
Tobacco Compliance Coordinator (Public Health Liason)	The job class specification at the City of Lubbock Health Department will be Tobacco Preventionist. Salary was calculated adjusting for a 2% merit and 2% cost of living increase each year. This employee is responsible for ensuring the adequate fulfillment of the Tobacco Core within the PRC scope of work, including the completion of SYNAR compliance checks at all tobacco retailers in the region as well as assisting with outreach events.	1	$ 4,207.66	12	System Agency Funds or Cash Match	$ 50,492.00
Public Relations Coordinator (Public Health Liason)	The job class specification at the City of Lubbock Health Department will be Public Information Specialist. Salary was calculated adjusting for a 2% merit and 2% cost of living increase each year. This employee is responsible for ensuring the adequate fulfillment of the Media Core within the PRC scope of work, as well as assisting with coordinating and publicizing outreach, trainings, and professional developments as outlined in the Training Core.	1	$ 4,006.91	12	System Agency Funds or Cash Match	$ 48,083.00
Regional Alignment Coordinator (Public Health Liason)	The job class specification at the City of Lubbock Health Department will be Public Health Data Analyst. Salary was calculated adjusting for a 2% merit and 2% cost of living increase each year. This employee is responsible for ensuring the adequate fulfillment of the Data Core within the PRC scope of work, including the collection and compilation of regional data as well as assisting with outreach events.	0.5	$ 4,737.36	12	System Agency Funds or Cash Match	$ 28,424.00
Public Health Management Assistant	Submits payroll, processes travel and other requests for the public health department.	0.1807	$ 4,738.00	12	System Agency Funds or Cash Match	$ 10,274.00
						$ -
						$ -
						$ -
						$ -

						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					System Agency Funds or Cash Match Total	$ 174,493.86
					In Kind Match Total	$ -
					Salary Wage Total	$ 174,493.86

Fringe Benefits

Enter either the percentage or cash amount

Total Fringe Benefit %:	46.00%
or Total Fringe Benefit $	

Fringe Benefit Amounts

Cash	$ 98,287.00
In Kind Match:	$ -
Fringe Benefits Total	$ 98,287.00

List the types of costs that comprise your organization's fringe benefits

FICA, Health Insurance, Dental Insurance, Vision Insurance, Retirement, Phone Allowance, Education Incentive

Travel Category Detail

Indicate Policy Used

Organization's Travel Policy * * Include travel policy in renewal response if using Organization's travel policy

State of Texas Travel Policy GSA Rates

Conference / Workshop Travel Costs

Description of Conference / Workshop	Justification	Location City/State	Number of Days	Number of Employees	Total Auto Mileage Cost	Airfare	Meals	Lodging	Other Costs	Funding Source	Total
Texas Association of Addiction Professionals	Statewide conference for addiction, prevention, and treatment professionals. Coalition members will be invited to attend in addition to staff. Travel is calculated at GSA rate of $64 for meals a day $143 a night for hotels (including tax), and $500 for airfare. For 3 staff: Day 1 of travel is $48 for meals Day 2 of travel is $64 Day 3 of Travel is $64 Day 4 of travel is $48 =$672 Hotel is $143/night x 3 x 4= $1716 Flight $660 x3= $1980 Total $4368	San Antonio, TX	4	3		$ 1,980.00	$ 672.00	$ 1,716.00		System Agency Funds or Cash Match	$ 4,368.00
Annual Prevention Providers Director's Meeting	Contract required meeting. Travel is calculated at GSA rate of $48-64 for meals a day. $184 a night for hotels (including tax), and $500 for airfare. For 1 program director: Day 1 of travel is $48 for meals Day 2 of travel is $64 Day 3 of Travel is $64 Day 4 of travel is $64 Day 5 of travel is $48 =$224 Hotel is $184/night x 1 x 5= $920 Flight $520 x1 = $520 Total $1664	Austin, TX	5	1		$ 520.00	$ 224.00	$ 920.00		System Agency Funds or Cash Match	$ 1,664.00
Annual Prevention Providers Meeting	Contract required meeting. Travel is calculated at GSA Rate of $48-64 for meals a day, $184 a night for hotels (including tax), and $520 for airfare. For 4 staff: Day 1 of travel is $48 for meals Day 2 of travel is $64 Day 3 of Travel is $64 Day 4 of travel is $64 Day 5 of travel is $48 =$1152 Hotel is $184/night x 5 x 5= $3680 Flight $520 x5= $2080 Total $6912	Austin, TX	5	4		$ 2,080.00	$ 1,152.00	$ 3,680.00		System Agency Funds or Cash Match	$ 6,912.00
DFW Behavioral Health Symposium	Conference designed for diverse professionals in the mental health and substance use fields addressing mental health, trauma, addiction, and recovery. Travel GSA is calculated at the rate of $51.75-69 for meals a day, $182 a night for hotels (including tax), and $596 for airfare. For 6 staff: Day 1 of travel is $51.75 for meals Day 2 of travel is $69 Day 3 of Travel is $69 Day 4 of travel is $51.75 =$1207.50 Hotel is $182/night x 4 x 5= $3640 Flight $596 x5=$2980 Total $7837.50	Irving, TX	4	5		$ 2,980.00	$ 1,208.00	$ 3,640.00		System Agency Funds or Cash Match	$ 7,828.00
											$ -
											$ -

											$ -
											$ -
											$ -
											$ -
										Total System Agency Funds or Cash Match for Conference / Workshop	$ 29,782.00
										Total In Kind Match for Conference / Workshop	$ -
										Total for Conference / Workshop Travel	$ 29,782.00

Other / Local Travel Costs

Justification	Mileage Reimbursement Rate	Number of Miles	Mileage Cost	Other Costs	Funding Source	Total Cost
Travel costs for Tobacco Compliance Checks conducted by the Tobacco Coordinator. A travel allocation is necessary since parts of the region are a 5-hour drive, round-trip, from Lubbock and consist of spread out, small rural communities. Other costs figured for 8 overnight hotel stays @ 2 nights, 4 times per year @ GSA rate of $107.00 / night for hotels and $44.25-49 / day for meals. Amarillo, Te For 1 staff: Day 1 of travel is $44.25 for meals Day 2 of travel is $59 Day 3 of Travel is $44.25 =$890.00 Hotel is $107/night x 8 / year= $856 Total = $1446	$0.67	5000	$ 3,350.00	$1,446.00	System Agency Funds or Cash Match	$ 4,796.00
Travel costs for employees to travel the region for outreach events, meetings, and programming. Travel allocation is needed due to the expansive size of the region.	$0.67	1500	$ 1,005.00		System Agency Funds or Cash Match	$ 1,005.00
			$ -			$ -
			$ -			$ -
			$ -			$ -
			$ -			$ -
			$ -			$ -
					Total System Agency Funds or Cash Match for Other / Local Travel	$ 5,801.00
					Total In-Kind for Other / Local Travel	$ -
					Total for Other / Local Travel	$ 5,801.00

Cash Total	$ 26,583.00
In Kind Match Total	$ -
Total Travel Costs	$ 26,583.00

Equipment Category Detail

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Funding Source	Total Cost
					$ -
					$ -
					$ -
					$ -
				System Agency Funds or Cash Match Total	$ -
				In Kind Match Total	$ -
				Total Amount Requested for Equipment	$ -

Supplies Category Detail

Description of Item	Purpose & Justification	Funding Source	Total Cost
Office Supplies	General office supplies needed to support the execution of the scope of work with efficiency and effectiveness. These supplies will include items below to support day-to-day operations and outreach activities. Paper clips - $9.11/pack @ 1 year = 9.11 Post-it Notes - $34.99/pack @ 2 year = 69.98 Tape - $16.96/pack @ 2 year = 33.92 Educational items - Vary from 0.32 to 2.79 depending on item. Amount will vary based on supply needed for outreach events. Estimated at 1628.99 Total = $1742.00	System Agency Funds or Cash Match	$ 1,742.00
Team Apparel	Apparel for outreach, conferences, and events estimated at $315.00 based on previous orders at $21.00/shirt x3 shirts x5 staff	System Agency Funds or Cash Match	$ 315.00

System Agency Funds or Cash Match Total		$	2,067.00
In Kind Match Total		$	-
Total Amount Requested for Supplies		$	2,067.00

Contractual Category Detail

Contractor	Type	Description of Services	Justification	Payment Basis	Payment Rate	Number of Payments	Funding Source	Total Cost
						System Agency Funds or Cash Match Total		$ -
						In Kind Match Total		$ -
						Total Amount Requested for Contractual		$ -

Other Category Detail

Description of Item	Purpose & Justification	Funding Source	Total Cost
Media Awareness	Completion of the required Media Core in the SOW. Develop messaging one the state's prevention priorities. Promotion and boosting of prevention messages on both traditional and social media platforms. Billboard @ $3,000 (x3). PSAs @ $19,000. Media boost @ $200. Printing of flyers, brochures, and educational material @ $1,800 Total: $30,000	System Agency Funds or Cash Match	$ 30,000.00
Training	Employees are required to obtain CPR & First Aid @ 79.95 / person x 5, Youth and Adult Mental Health First Aid @ 0.00 (StarCare Lubbock), Suicide Prevention @ 0.00 (Texas prevention Training), and CPS Certification @ 300.00 / person x 4. Total: $1599.75	System Agency Funds or Cash Match	$ 1,599.75

		System Agency Funds or Cash Match Total	$ 31,600.00
		In Kind Match Total	$ -
		Total Amount Requested for Other	$ 31,600.00

Indirect Category Detail

Governmental Entity Using a Central Service Cost Rate or Indirect Cost Rate

The organization's current Central Service Cost Rate or Indirect Cost Rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach copy of approved Rate Agreement or Certification of Cost Allocation Plan or Certification of Indirect Costs. City and County Governments with a Central Service Cost Rate should also complete the "Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan" section for the indirect costs of the City/County Department (e.g. Health Department) that System Agency is contracting with.

Rate

Type

Base

Type of Costs Included in the Rate

Non Governmental Entity Using Indirect Cost Rate

The organization's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form.

Rate

Base

Type of Costs Included in the Rate

Sytstem Agency Funds or Cash Match:

In-Kind:

Total Indirect Costs: $

HEALTH AND HUMAN SERVICES
Contract Number HHS001081400002
Attachment C CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

   Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

   Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

   Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

ATTACHMENT D

TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

Published and Effective – November 2023

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 Interpretive Provisions

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

2.4 Billing

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 Use of Funds

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 Use for Match Prohibited

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 Program Income

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 Nonsupplanting

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 Indirect Cost Rates

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 Audits and Financial Statements

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 Submission of Audits and Financial Statements

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.

B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.

B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.

B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

D. Grantee shall make System Agency Data available to System Agency, including to

System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.

B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.

D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.

E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:

i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.

B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

A. The Grantee must ensure equipment with a per-unit cost of $5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.

B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.

C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.

D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, And Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.

D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.

E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 Confidentiality

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. Grant Remedies, Termination and Prohibited Activities

9.1 Remedies

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:

i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
iv. suspending all or part of the Grant Agreement;
v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
vi. recouping payments made by the System Agency to the Grantee found to be in error;
vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is

obtained;

ix. withholding release of new grant agreements; and

x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 Termination for Convenience

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 Termination for Cause

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 Inherently Religious Activities

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 Political Activities

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. Indemnity

10.1 General Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT

AGREEMENT.

10.2 Intellectual Property

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. **THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
ii. **ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
iii. **SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 Additional Indemnity Provisions

A. **GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
B. **THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
C. **GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant

Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

iii. Applying to all employees and visitors in this designated area; and

iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 Insurance and Bonds

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its

Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 Limitation on Authority

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
   i. Make public policy on behalf of the System Agency;
   ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
   iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 Change in Laws and Compliance with Laws

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 Subcontractors

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 Permitting and Licensure

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 Independent Contractor

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 Governing Law and Venue

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 Severability

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 Survivability

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 Force Majeure

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 No Implied Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 Funding Disclaimers and Labeling

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 Media Releases

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 Prohibition on Non-Compete Restrictions

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 Sovereign Immunity

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 Entire Contract and Modification

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 Counterparts

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 Proper Authority

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-Verify Program

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 Civil Rights

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require

contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the

Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Emergency Solutions Grant Funding Agreement 18276, and all related documents, by and between the City of Lubbock and Family Promise of Lubbock, Inc., for homeless prevention and rapid rehousing for homeless individuals and families in Lubbock.

Item Summary

Grantee: Family Promise
Funding Source: Emergency Solutions Grant (ESG) from the U.S. Department of Housing and Urban Development (HUD)
Terms: August 1, 2024 – December 30, 2024
Use of Funds: to assist individuals and families who are at risk of becoming homeless (Homeless Prevention) or are homeless (Rapid Rehousing) with housing assistance.

This is prior year funding that must be expended by December 30, 2024.

Fiscal Impact

There is no fiscal impact to the General Fund. The total amount allocated to Family Promise is $173,000.

Staff/Board Recommending

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

Attachments

Resolution
Family Promise Agreement
Family Promise Exhibit A

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. 18276, an Emergency Solutions Grant Funding Agreement by and between the City of Lubbock and Family Promise of Lubbock, Inc. for homeless prevention and rapid rehousing for homeless individuals and families, and all related documents,. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims Deputy City Attorney

EMERGENCY SOLUTIONS GRANT (ESG) FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
FAMILY PROMISE OF LUBBOCK

This Emergency Solutions Grant (ESG) Program (the "Agreement") Contract No. 18276 is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and Family Promise of Lubbock, Inc. (the "Grantee"), (each a "Party", and collectively the "Parties") acting by and through the Parties' representative officers and officials, and is hereby entered into by the Parties on this _____day of _____, 2024 (the "Effective Date").

RECITALS:

WHEREAS, the City is obligated to do and perform certain services in its undertaking of an Emergency Solutions Grant (ESG). These funds pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378), as amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (Public Law 111-22) (HEARTH Act); and

WHEREAS, the Grantee operates a non-profit center offering services to the homeless throughout Lubbock County, Texas.

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provisions of the Emergency Solutions Grant Regulation for Nonprofit Recipients; and

WHEREAS, the Grantee proposes to provide a service or program which will provide funds to enhance its ability for emergency shelter, homeless prevention, rapid re-housing, and a homeless management information system (the "Program"); and

WHEREAS, the continuing supervision by the City with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the Grantee has the special expertise, knowledge, and experience necessary for the operation of the Program and that the City will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to enter into this Agreement with the Grantee to make available the services provided under the Program; and **NOW, THEREFORE:**

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

I. SCOPE OF PROGRAM

A. General Administration

In compliance with all of the terms and conditions of this Agreement, the Grantee agrees to provide the services set forth in the **EXHIBIT A**, which provides a description of each activity, including the services to be performed, the person(s) or entity providing the services, the estimated number of recipients of the services, and the manner and means of the services. The Grantee represents and warrants that the services to be provided to implement the Scope of Work shall be performed in a competent, professional and satisfactory manner in accordance with the ESG. The Grantee further certifies that all information presented in the ESG application submitted to the City upon which this Agreement is based shall be true and correct and incorporated by reference into this Agreement.

B. Levels of Accomplishment – Goals and Performance Measures

The Grantee shall be responsible to accomplish the levels of performance as set forth in the **EXHIBIT A** and report such measures monthly to the City. If the Grantee estimates such goals will not be met, the Grantee is to contact the City, at which time the City will determine if any adjustment to the grant award is appropriate.

C. Staffing; Relationship of Parties; No Third Party Rights

The Grantee shall ensure adequate and appropriate staffing is allocated to each ESG activity. Nothing contained in this Agreement is intended to, or shall be construed by the Parties, or by any third party, as creating or establishing the relationship of employer/employee, principal and agent, partnership or joint venture between the Parties, it being understood and agreed that Grantee is and will be at all times an independent contractor pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the City. The Parties intend that no rights or remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

II. TERM OF AGREEMENT

This Agreement shall take effect on August 1, 2024, and shall terminate on December 30, 2025, unless otherwise cancelled or modified according to the terms of this Agreement.

III. DISBURSEMENT AND FUNDS

A. Maximum Amount of Disbursements; Method of Disbursement.

City agrees to reimburse Grantee when, if and to the extent federal funds are received under provisions of the Act a sum not to exceed **One Hundred Seventy-Three Thousand Dollars 00/100 ($173,000.00)** for Grantee's performance of the Scope of Work in accordance with the Budget attached hereto as **EXHIBIT A**. Requests for reimbursements by Grantee shall be made by Grantee sending to the City, not more frequently than monthly, commencing on the 10th day of every month. Such schedule may be modified with the approval of the City. The City shall distribute ESG funds within 14 business days after approval from the City. Grantee has the ability to adjust line item amounts in the Budget with the prior written approval of the City's Director of Community Development, so long as the total Budget amount does not increase.

B. Payment

Payment is subject to the receipt and approval of such invoices and monthly activity reports, as hereinafter more fully set forth below under Reporting, with the final payment being due and payable upon the receipt of an invoice and report for the last month of the term of this Agreement and the City's approval thereof, which invoice and report shall be due on or before December 30, 2024 following the expiration of the term of this Agreement. The City shall pay such invoices within thirty (30) days after receipt thereof, provided the City is satisfied that such expenses have been incurred within the scope of this Agreement and that the Grantee is in compliance with the terms and conditions of this Agreement. The thirty (30) day period will discontinue if the reimbursement request is determined to be incomplete and will restart the thirty day (30) timeline once the remaining required elements have been submitted.

Failure to provide any of the required documentation and reporting will cause the City to withhold all or a portion of a request for reimbursement until such documentation and reporting has been received and approved by the City.

C. Use of Funds

The grantee agrees to use said funds pursuant to this Agreement to pay for necessary and reasonable costs allowable under federal law and regulations to operate said ESG program only. Said amounts shall include and will be limited to, emergency shelter operations, essential services, homeless prevention and rapid re-housing assistance input into the Homeless Management Information Systems ("HMIS") data contribution as set forth in 24 CFR §§ 576.101 – § 576.107. Allowable program costs are detailed in the Budget, as set forth in **EXHIBIT A**. The Grantee's failure to perform, as required, may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds the City is otherwise obligated to pay to the Grantee pursuant to the terms hereof.

D. Condition of Funding

(l) The City advises the Grantee that a significant change in entitlement funding may result in a change in the current process utilized by the City to determine funding allocations. The Grantee acknowledges that the obligation of the City is contingent upon the availability of Federal, State or Local government funds, which are appropriated or allocated for the payment of such an obligation. If funding levels are significantly affected by Federal budgeting or if funds are not allocated and available for the continuance of the function performed by the Grantee, this Agreement may be terminated by the City at the end of the period for which funds are available. In the event of funding reduction, the City may reduce the Budget for this Agreement as a whole or may limit the rate by which Grantee receives the ESG funds for providing Grantee's services hereunder. At the earliest opportunity, the City shall notify the Grantee of any services, which may be affected by a shortage of funds.

No penalty shall accrue to the City in the event this provision is exercised and the City shall not be liable for any damages as a result of termination under this provision of this Agreement. Nothing herein shall be construed as obligating the City to expend funds in excess of appropriations authorized by law.

The Grantee shall allow representatives of the City or HUD and their agents and representatives to inspect facilities which are used in connection with the Agreement or which implement programs funded under this Agreement and to observe the provision of

services. The City is under no duty to supervise the provision of Grantee's services. Any inspection or examination by the City is for the sole purpose of protecting and preserving the City's rights under this Agreement.
No default of Grantee shall be waived by any inspection by the City. In no event shall any inspection by the City be a representation that there has been or will be compliance with this Agreement or that Grantee is in compliance with any federal, state and local laws, ordinances, regulations and directives applicable to the performance of this Agreement or the provision of Grantee's services.

(2) Where the City has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Agreement by the Grantee, the City may suspend the operation of this Agreement for up to sixty (60) days upon three (3) days' notice to Grantee of the City's intention to so act, pending an audit or other resolution of such questions.

E. Matching

The Grantee is required to make matching contributions to supplement the ESG program in an amount that equals or exceeds the amount of ESG funds provided by HUD through the City. Such contributions shall be entirely consistent with the Matching Requirements as outlined by 24 CFR § 576.201.

F. Program Income

(1) Definition. Program income means, as provided by 2 CFR § 200.80, gross income received by the Grantee directly generated by a grant supported activity, or earned only as a result of the grant Agreement during the grant period. For purposes of ESG, program income will also include any amount of a security or utility deposit returned to the Grantee.

(2) Use. The Grantee shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Agreement.

(3) Counts toward Matching. Costs paid by program income may count toward meeting the matching requirements, provided the costs are eligible ESG costs that supplement the program and are consistent with the requirements in 24 CFR 576.201.

G. Separation of Accounts

All funds received by the Grantee from the City pursuant to this Agreement shall be maintained, or of any principal or member of the Grantee, in an account (the "Account") at a federally insured banking or savings and loan institution with record keeping of such Accounts maintained pursuant to applicable legal requirements. The Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. No monies shall be withdrawn from the Account except for expenditures relating to ESG Program costs that are eligible, allowable and allocable, as authorized hereunder.

All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. The City may withhold payment allocation requests

if the Grantee fails to comply with the above requirements until such compliance is demonstrated to the satisfaction of the City.

H. Expenditure of Funds

Much like how HUD requires the City, pursuant to 24 CFR § 576.203, to expend all of the grant funds for eligible activity costs within 24 months after the date that HUD signs the grant Agreement with the City, it is a requirement for the Grantee to expend all of the grant funds for eligible activity costs within the term of this Agreement.

For the purposes of this paragraph, expenditure means either an actual cash disbursement for a direct charge for goods or services or an indirect cost, or the accrual of a direct charge for goods or services or an indirect cost. Failure to expend said funds within said timeframe can result in a reallocation of funds.

I. Prohibited Use

(1) Generally. The Grantee hereby certifies and agrees that it will not use funds provided through this Agreement to pay for meals for persons and families other than those identified as eligible program participants. Said funds shall not be used for entertainment purposes or for gifts. The Grantee certifies that it will not use said funds for illegal or dishonest conduct; rather, the use of ESG funds will remain in compliance with all applicable federal, state, and local laws, including applicable laws not outlined in this Agreement.

(2) Lobbying. The Grantee certifies and agrees that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an officer or employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative Agreement and the extension, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities,"

IV. GENERAL CONDITIONS

Coordinated Entry the City of Lubbock has adopted the Texas Balance of State Continuum of Care's Coordinated Entry Written Standards **EXHIBIT B,** which can be located https://www.thn.org/wp-content/uploads/2020/07/TX-BoS-CoC-CE-WS-Version2-Final.pdf The Grantee agrees to work with the City to ensure compliance with the Coordinated Entry Policies and Procedures, including the use of HMIS to collect and manage participant data and required prioritization for Rapid Re-Housing (RRH) assistance. Grantee agrees to serve as a Coordinated Entry access point. Grantee agrees to accept referrals for services RRH people who are served outside their own agency.

A. Evaluation of Program Participants Eligibility and Needs

The Grantee must conduct initial evaluations and periodic re-evaluations to determine the

eligibility of each individual or family's eligibility for ESG assistance in accordance with 24 CFR § 576.401.

B. Terminating Assistance

If a program participant violates program requirements, the Grantee may terminate the assistance in accordance with a formal process established by the Grantee that recognizes the rights of individuals affected and in compliance with 24 CFR § 576.402.

C. Shelter and Housing Standards

The Grantee certifies that shelters and housing supported by ESG funds and used by ESG beneficiaries will conform to 24 CFR § 576.403.

D. Homeless Involvement

The Grantee certifies that it will involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities. See 24 CFR § 576.405(c) and 42 USC 11375(d).

E. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. City assumes no liability for Grantee's actions and performance; nor does the City assume responsibility for taxes, bonds, payments, or other commitments, implied or explicit, by or for Grantee. Grantee shall not have authority to act as an agent on behalf of City unless specifically authorized to do so in writing. Grantee acknowledges that it is aware that because it is an independent contractor, City is making no deduction from any amount paid to Grantee and is not contributing to any fund on its behalf. Grantee disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

As respects all acts or omissions of Grantee relating to Grantee's responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for Grantee, the Grantee agrees to indemnify, defend (at the City's option), and hold harmless the City, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature to the extent arising out of or in connection with the Grantee's performance or failure to perform under this Section.

F. Subcontracts

(1) Content Requirements. The Grantee will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 (Economic Opportunities for Low- and Very Low-Income Persons) and will not allow any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of theseregulations.

(2) Submission to the City. The Grantee must submit all subcontracts and other Agreements that relate to this Agreement to the City.

G. Licensing

The Grantee agrees to obtain and maintain, at its sole cost and expense, all required licenses, registrations, accreditation, permits and approvals as may be required by law for its operations and the performance of its services under this Agreement.

The Grantee shall ensure that its staff and subcontractors shall also obtain and maintain all required licenses, registrations, accreditation, permits and approvals as may be required by law for the performance of services hereunder. Such licensing requirements include obtaining a City business license, as applicable. Grantee shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the services required by this Agreement.

H. Responsibilities Toward Employees

The Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings, and any and all other taxes or payroll withholdings required for all employees engaged in the performance of the work and activities authorized by the Agreement. The Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

I. Insurance and Bonding

(1) Generally. The Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, or damage to property (including property of Grantee) caused by the negligent acts or omissions, or negligent conduct of the Grantee, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities pursuant to this Agreement.

The Grantee shall comply with the bonding and insurance requirements of 2 CFR § 200.427, and 2 CFR § 200.447.

The Grantee shall obtain prior to commencing any services or activities under this Agreement, at its sole cost, and maintain during the term of this Agreement, insurance coverage as set forth below.

(2) Limits. The Grantee shall maintain, at all times, the following minimum levels of Insurance, and shall, without in any way altering its liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below:

(a) Workers' Compensation Insurance, as required by State statutes.

(b) Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent Contractor's Liability and Fire Damage Legal Liability,

in an amount of not less than $1,000,000 combined single limit of liability for bodily injuries, death, and property damage resulting from any one occurrence.

(c) Comprehensive Automobile Liability coverage, including - as applicable - owned, non-owned and hired autos, in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

The Grantee's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the City.

Grantee hereby agrees to waive subrogation, which any insurer of the Grantee may acquire from the Grantee by virtue of the payment of any loss. If requested by City, Grantee agrees to obtain and deliver to City an endorsement from Grantee's general liability and automobile insurance insurer to effect this waiver of subrogation.

(3) Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, the Grantee shall deliver to City (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Grantee's responsibility to see that City receives documentation, acceptable to City, which sustains that the individual signing such endorsements, is indeed authorized to do so by the insurance company. In addition, City reserves the right at any time to demand, and to receive within a reasonable time, certified copies of any insurance policies required under this Agreement, including endorsements effecting the coverage required by these specifications.

(4) Company Rating. All insurance coverage shall be written with a company having an AM. Best Rating "A" or better and financial size VIII or larger.

(5) Failure to Comply. In the event of any failure by the Grantee to comply with these provisions, the City may, after notice to the Grantee, suspend the program for cause until there is full compliance.

J. Zoning.

The Grantee agrees that any facility/property used in furtherance of said program shall be specifically zoned and permitted for such use(s) and activity (ies). Should the Grantee fail to have the required land entitlement and/or permits, thus violating any local, state, or federal rules and regulations relating thereto, the Grantee shall immediately make good-faith efforts to gain compliance with local, state, or federal rules and regulations following written notification of said violation(s) from the City or other authorized citing agency. The Grantee shall notify the City immediately of any pending violations. Failure to notify the City of pending violations, or to remedy such known violation(s), shall result in termination of grant funding hereunder. The Grantee must make all corrections required to bring the facility/property into compliance with the law within sixty (60) days of notification of the violation(s); failure to gain compliance within such time shall result in termination of grant funding hereunder.

K. Displacement and Relocation.

The Grantee must assure that it has taken all reasonable steps to minimize displacement of persons. Relocation must be consistent with requirements as set forth in 24 CFR § 576.408.

L. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or correctly inserted, then upon the application of either Party, the contract shall forthwith be physically amended to make such insertion or correction.

V. ASSURANCES AND CERTIFICATIONS

A. Non-Profit Status

The Grantee certifies that:

(1) The Grantee is a duly organized and existing non-profit corporation in good standing and authorized to do business under the laws of the City of Lubbock and in possession of required non-profit status under the United States Internal Revenue Code [for example, 26 USC § 501(c)(3)]. The Grantee has full right, power, and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance, and delivery of this Agreement by the Grantee has been fully authorized by all requisite actions on the part of the Grantee.

(2) If the Grantee's non-profit status changes at any time during this Agreement, it will advise the City within 15 days of such change.

(3) If the Grantee is a private non-profit, it hereby agrees that the members of its Board of Directors will receive no compensation, directly or indirectly, from any funds generated from or because of the ESG program, for their services.

(4) As a non-profit, the Grantee acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR § 200.

B. Adherence to Federal, State, and Local Laws and Regulations

(1) General. The Grantee agrees to comply with all requirements of the ESG program as stated in 24 CFR 576 and applicable crosscutting Federal, State, and Local requirements.

(2) Economic Opportunities for Low- and Very Low-income Persons. The Grantee shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(3) Civil Rights. The Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of

the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 41 CFR Chapter 60.

(4) Nondiscrimination and Equal Employment Opportunity. During the performance under this Agreement, the Grantee shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law. The Grantee shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation. The Grantee shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 and 12086.

(5) Nondiscrimination and Equal Opportunity in Participation. The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a). The Grantee shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familiar status, sexual orientation, or any other basis prohibited by applicable law. The Grantee shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The Grantee must take appropriate steps to ensure effective communication with persons with disabilities.

(6) Americans with Disabilities Act. The Grantee agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act, which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

(7) Fair Housing. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The Grantee has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

C. Falsification of Information

The Grantee represents and warrants that it has made no false statements to the City in the process of obtaining this award of the ESG Funds.

D. Drug Free Workplace

The Grantee represents and warrants that it has established the following drug-free workplace policy:

(1) The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace for any employee involved in a federally funded program.

(2) As an employee working in conjunction with a federally funded program, the employees of the Grantee will be required to:

a. Abide by the terms above in statement (1), and

b. Notify the appropriate Grantee authorities and City officials of any criminal drug statute conviction for a violation occurring in the workplace.

Such notification shall be made no later than five (5) days after conviction.

(3) The City and the United States Department of Housing and Urban Development will be notified within ten days after receiving notice of any such violation.

(4) Within thirty (30) days of receiving such notice, appropriate personnel action will be taken against such employee, up to and including termination.

(5) Each such employee shall be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency.

E. Religious Organization

The Grantee may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of said program or services. If the Grantee conducts such activities, the activities must be offered separately, in time or location, from said programs or services, and participation must be voluntary for the program participants. The Grantee shall not discriminate against a program participant or prospective program participant based on religion or religious belief.

If the Grantee is a religious organization, it retains its independence from Federal, State, and Local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities. The Grantee agrees that rehabilitation of structures by the religious organization in connection with said program must be in sound accord with the provisions under 24 CFR § 576.406.

F. Additional Terms between the City and HUD

The Grantee agrees further that it shall be bound by the standard terms and conditions used in the Grant Agreement between HUD and the City and such other rules, regulations, or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this Agreement by the Parties hereto.

G. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to the participants' health or safety.

H. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq.

I. Davis-Bacon Act

The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

VI. ADMINISTRATIVE REQUIREMENTS

The following requirements and standards must be complied with as stated in 2 CFR Part 200, et al. GRANTEE shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.318-326.

A. Procurement

(1) Compliance. The Grantee shall comply with current HUD and City policies concerning the procurement of equipment, goods, and services, and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. The Grantee shall report to the City all program assets (unexpended program income, property, equipment, etc.), and upon the CITY'S request, such assets shall revert to the City upon termination of this Agreement.

(2) Pursuant to 2 CFR § 200.331 (a) (4), the Indirect Cost Rate for the Grantee's award shall be an approved federally recognized cost rate negotiated between the Grantee and the Federal government, or, if no cost rate exists, the de minimis indirect cost rate, as defined in 2 CFR § 200.414(b) Indirect (F & A) costs, shall be used. For this Agreement, the de minimis indirect cost of 10% will apply.

(3) Use and Reversion of Assets. The use and disposition of equipment under this Agreement shall comply with the requirements of 2 CFR Part200.

B. Reporting

Reporting requirements must conform to the policies and procedures as established by the City and in compliance with 24 CFR § 576.500. The Grantee shall submit to the City, on or before the 10th day of each month:

(1) Payment Request. An original request for reimbursement and true copies of invoices, receipts, Agreements, or other documentation supporting and evidencing how the ESG Funds have been expended during the applicable month.

(2) Monthly Activities and written cumulative (year-to-date) reports of activities, program accomplishments, new program information, and up-to-date program statistics on expenditures, caseload and activities. Failure to provide any of the required documentation and reporting will cause the City to withhold all or a portion of a request for reimbursement until such documentation and reporting has been received and approved by the City.

(3) Matching Monthly certification of match contribution and expense, plus documentation of match source.

(4) Any other such reports as the City (or HUD) shall reasonably require and/or request, including but not limited to the following information: monthly records of all ethnic and racial statistics of persons and families benefited by the Grantee in the performance of its obligations under this Agreement.

C. Record Keeping

Sufficient records must be established and maintained to enable the City and HUD to determine whether the ESG requirements are being met. Record keeping requirements must conform to the policies and procedures as established by the City.

All accounting records, reports, all evidence pertaining to costs, expenses, and ESG Funds of the Grantee, and all documents related to this Agreement shall be maintained and kept available at the

Grantee's office or place of business for the duration of the Agreement and thereafter for five (5) years post- completion of an audit in conformity with the ESG requirements, except as hereinafter provided relating to retention of any records or documentation existing, created, or maintained in compliance with Lead-based Paint regulations, which likely require longer retention as outlined below.

Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which the City or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such appeals, litigation claims, or exceptions. All said records must be retained for the greater of the aforementioned duration or the periods specified in 24 CFR § 576.500(y). All records relating to, or created or maintained in compliance with, the Lead-Based Paint regulations shall be retained and maintained by the Grantee indefinitely, including without limitation, all inspection report(s), disclosure statement(s), and clearance report(s). Copies made by microfilming, photocopying, or similar methods may be substituted for the original records. The City, HUD and auditors shall have the right to access all Grantee records for as long as the records are retained by the Grantee. In the event the Grantee does not make the above- referenced documents available within the City of Lubbock, the Grantee agrees to pay all necessary and reasonable expenses incurred by the City in conducting any audit at the location where said records and books of account are maintained. The Grantee agrees to meet the requirements set forth in 24 CFR § 576.500.

Confidentiality of Records. Grantee shall adhere to the requirements of 24 CFR 576.500(x) and any written procedures developed by the City and provided to Grantee from time to time during the Term of the Agreement.

D. **Homeless Management Information Systems (HMIS)** City of Lubbock has adopted the Texas Balance of State Continuum of Care Written Standards – Service Delivery. **EXHIBIT C**, which can be located https://www.thn.org/wp-content/uploads/2019/03/Approved_TX-BoS-CoC-Written- Standards-2018-19.pdf

(1) The Grantee must ensure that data is entered on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or with the express knowledge and written consent of the City, a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS, using the HMIS – Data Standards Manual. **EXHIBIT D**, which can be located https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf

(2) **HMIS Agency Agreement**. The Grantee shall execute an Agreement with the HMIS Lead Agency, appointed by the Texas Balance of State CoC, to participate in the regionally established HMIS system. The Grantee shall distribute a copy of the Grantee's Agreement with the HMIS Lead Agency to the City within five (5) business days of this Agreement's execution. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, the Grantee shall submit to the City documentation from the HMIS Lead Agency certifying that the Grantee is using a comparable database within five (5) business days of this Agreement's execution.

(3) **HMIS Interagency Data Sharing Agreement**. The Grantee shall enter into an Interagency Data Sharing Agreement with the HMIS Lead Agency where the Grantee agrees to share HMIS data with other ESG agencies regarding clients that are served in ESG funded programs, unless prohibited by law. A copy of such Agreement shall be delivered to the City. Include HMIS Client Release of Information consent form. **EXHIBIT E**, which can be located https://www.thn.org/wp- content/uploads/2018/01/HMIS-Client-ROI.pdf

(4) **HMIS Data Input**. Grantee must enter data directly into the Texas Balance of State CoC HMIS System, and adhere to all implementation guidelines developed under the Continuum of Care. HMIS participation includes, but is not limited to, the input of all programmatic and client data for the generation of all mandated monthly, quarterly and closeout reports. Grantee must input client data in real time, or no more than twenty-four (24) hours after date of program entry. Services rendered to clients must be entered into HIMS within twenty-four (24) hours from date of services. All clients who exit the program must have updated status in HIMS within twenty- four (24) hours of actual exit date. Failure to meet the above Data Input requirements will constitute a violation of the terms and conditions of this Agreement and subject to the remedies set forth in Section XV below.

(5) **HMIS User Requirements**. Grantee must assign no less than two (2) HMIS users, including but not limited to agency Director for the agency. If for any reason an HMIS user provides notice of resignation, or has been terminated from his/her position, the agency must notify the City no less than 72 hours after notice is given, or after termination. The exiting employee(s) must deactivate his/her user ID and another employee must be established after training has been completed.

E. Audit Report Requirements

The Grantee agrees that if the Grantee expends One Hundred Thousand Dollars **($100,000)** or more in federal funds, the Grantee shall have an annual audit conducted by a certified public accountant in accordance with the standards as set forth and published by the United States Office of Management and Budget (2 CFR § 200.501a). The Grantee shall provide the City with a copy of said audit by April 1 of the year following the program year in which this Agreement is executed. Further, the Grantee shall comply and/or cause compliance with audit report(s) required by applicable provisions of the Lead- Based Paint Regulations as further detailed below.

VII. EVALUATION AND MONITORING

The City will monitor the performance of the Grantee against goals and performance standards as required herein. The Grantee shall provide the City all necessary reporting information as required by the City in the administration and review of the Program. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period after being notified by the City, contract suspension or termination procedures will be initiated.

A. Access to Records

The Grantee gives the City and HUD, including their authorized representative, access to and the right to examine all records, books, papers, items, emails, and documents, both physical and electronic, relating to the program.

B. Audit

The City shall have the right to audit and monitor any program income as a result of an ESG activity. Upon request by the City and for audit purposes, the Grantee further agrees to provide all files, records, and documents pertaining to related activities and clientele demographic data.

VIII. LIABILITY

Each Party to this Agreement acknowledges that it will be liable for its own negligent acts or negligent omissions by or through itself, its employees, agents, and subcontractors. Each Party further agrees to defend itself and themselves, and to pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other. In other words, the Grantee agrees to be fully responsible for its negligent acts or omissions, or any intentional tortuous acts, which result in claims, or suits against the City, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by a State or City agency or subdivision to be sued by third parties in any matter arising out of any contract, and nothing herein is intended to serve as a waiver of sovereign immunity where sovereign immunity applies.

A. City not Liable for Funds

The Grantee further acknowledges that the source of the ESG Funds is a federal pass- through grant to the Grantee. The City shall have no obligation to advance or pay the Grantee with any funds other than the ESG Funds the City receives from HUD.

B. Hold Harmless

The Grantee shall defend, indemnify and save harmless the City, its officers, agents, employees, representatives, volunteers, and student externs from and against any and all claims, demands, defense costs, liability or damages of any kind or nature resulting from or arising out of the acts, errors or omissions of the Grantee, its officers, directors, employees, agents, subcontractors, and suppliers in the performance of Grantee's services and activities under this Agreement.

IX. ENVIRONMENTAL CONDITIONS

ESG activities are subject to environmental review by the City under the environmental regulations in 24 CFR Part 58. The Grantee, or any contractor of the Grantee, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project or activity under this part, or commit or expend ESG or local funds for eligible activities under this part unless and until the City has performed an environmental review under 24 CFR part 58 and the Grantee has received City approval of the project.

The Grantee agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. If applicable, the Grantee also shall comply with the Historic Preservation requirements of the National Historic Preservation Act of 1966.

A. Lead-based paint remediation and disclosure

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG and

all housing occupied by program participants that were built before 1978.

B. Assignment of Responsibilities

By this Agreement, the Grantee will accept assignment from the City of all responsibilities set forth in Subpart K of 24 CFR 35.

C. Compliance with Subpart K

The purpose of Subpart K is to establish procedures to eliminate as far as practicable lead-based paint ("LBP") hazards in a residential property that receives Federal assistance under certain HUD programs for acquisition, leasing, support services, or operation. In connection with the grant funds under this Agreement, the City requires that the Grantee comply and show evidence of compliance with all applicable subparts of 24 CFR 35, and especially, Subpart K ("LBP Regs"). The Grantee shall conduct the following activities for the dwelling unit, common areas servicing the dwelling unit, and the exterior surfaces of the building in which the dwelling unit is located:

(1) A visual assessment of all painted surfaces in order to identify deteriorated paint;

(2) Paint stabilization of each deteriorated paint surface, and clearance, in accordance with §§ 35.1330(a) and (b), before occupancy of a vacant dwelling unit or, where a unit is occupied, immediately after receipt of Federal assistance;

(3) Ongoing lead-based paint maintenance activities into regular building operations, in accordance with § 35.1355(a), if the dwelling unit has a continuing, active financial relationship with a Federal housing assistance program, except that mortgage insurance or loan guarantees are not considered to constitute an active programmatic relationship for the purposes of this part; and

(4) Notice to occupants in accordance with §§ 35.125(b)(1) and (c), describing the results of the clearance examination.

D. Notification of LBP Hazard

The Grantee shall provide to all occupants of housing:

(1) In accordance with Section 35.130 of the LBP Regs - the LBP hazard information pamphlet. The pamphlet shall be the EPA/HUD/Consumer Product Safety Commission lead hazard information pamphlet or an EPA-approved equivalent.

(2) In accordance with 24 CFR 35, Subpart A, all available information and knowledge regarding the presence of LBP and LBP hazards prior to leasing a housing unit.

(3) In accordance with 24 CFR 35, Subpart A, notification in writing of the results of the presumption of LBP and/or LBP hazards, results of any lead hazard evaluation, and any lead hazard reduction work.

E. LBP Information Summary

For purposes of information only and in no respect intended to be a representation or warranty of the provisions of the LBP Regulations, the City has caused to be prepared an information summary relating to the LBP Regulations and Application to dwelling units that may be occupied by recipients of services and/or funding from the Grantee under this Agreement. City staff will cooperate with and be available to the Grantee to assist in implementation of compliance with the LBP Regs as to residential dwelling units to be assisted by the Grantee. The Parties acknowledge and agree the City shall not be liable or responsible for the accuracy of such summary, and the Grantee is directed to the LBP Regulations and implementing guidance published and provided by HUD relating to compliance with such LBP Regulations.

F. Exemptions

Section 35.115(a) provides exemptions from Subparts B through R. For example, lead-based paint requirements do not apply to housing assistance if the assistance lasts less than one hundred (100) days.

X. CONFLICTS OF INTEREST

The Grantee shall comply with 2 CFR § 200.112 with respect to the use of ESG funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of ESG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or Agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter. The Grantee agrees to abide by the ESG Program's Conflict of Interest provisions as expressly detailed in 24 CFR§576.404 regarding Organizational Conflicts of Interest and Personal Conflicts of Interest. All contractors of the Grantee must comply with the same requirements that apply to the Grantee under this section.

The Grantee may not, with respect to individuals or families occupying housing owned by the Grantee, or any parent or subsidiary of the Grantee, carry out the initial evaluation required under 24 CFR 576.401 or administer homelessness prevention assistance under 24 CFR 576.103

XI. ASSIGNABILITY

None of the duties of, or work to be performed by, the Grantee under this Agreement shall be subcontracted or assigned to any agency, consultant or person without the prior written consent of the City. The Grantee must submit all subcontracts and other Agreements that relate to this Agreement to the City. No subcontract or assignment shall terminate or alter the legal obligations of the Grantee pursuant to this Agreement.

XII. EXCLUSIVITY OF AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the use of the City's ESG funds by the Grantee and contains all the covenants and Agreements between the Parties with respect to such ESG Funds in any manner whatsoever.

Each Party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other Agreement or amendment hereto shall be effective unless executed in writing and signed by both the City and the Grantee.

XIII. AMENDMENTS OR MODIFICATIONS

The Grantee shall not obligate, encumber, spend, or otherwise utilize ESG funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to the City unless:

(1) The Grantee has received explicit written approval from the City to undertake such actions, or

(2) Budget changes may be made among approved program activities and among approved budget categories so long as the specific project activity has been approved, there is no change to the total grant amount, and the changes to the budget are documented.

Any program modification request by the Grantee must be requested at least forty-five (45) days prior to the end of the term of this Agreement. No modification to this Agreement shall be binding by either Party unless in writing and signed by both Parties.

In the event that the City approves any amendment to the funding allocation, the Grantee shall be notified in writing and such notification shall constitute an official amendment. The City may, at its discretion and upon provision of proper notice to the Grantee, amend this Agreement to conform to changes in Federal, State, and/or the City laws, regulations, guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement.

XIV. VIOLATION OF TERMS AND CONDITIONS

A. Events of Default.

For purposes of this Section XIV, the word "Default" shall mean the failure of Grantee to perform any of Grantee's duties or obligations or the breach by Grantee of any of the terms and conditions set forth in this Agreement. In addition, Grantee shall be deemed to be in Default upon Grantee's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Grantee's assets or of Grantee's interests hereunder.

City shall not be deemed to be in Default in the performance of any obligation required to be performed by City hereunder unless and until City has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from Grantee specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance, then City shall not be deemed to be in Default if City shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

B. Institution of Legal Actions.

In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct or remedy any Default, to recover damages for any Default or to obtain any other remedy consistent with the purpose of this Agreement.

C. Rights and Remedies Are Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

D. Inaction Not a Waiver of Default.

Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

E. Attorneys' Fees.

City and Grantee agree that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing Party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

F. Immediate Termination for Grantee's Default.

In the event of any Default by Grantee, City may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by Grantee of written notice from City. In such event, Grantee shall have no further rights hereunder; City shall have all other rights and remedies as provided by law.

G. Termination Without Cause.

City may terminate this Agreement at any time without the necessity of cause or Default by Grantee by giving fifteen (15) days' notice in writing to Grantee. In such event, Grantee shall have no further rights hereunder, except that Grantee shall be paid for all Services rendered prior to receipt of notice of such termination.

H. Time for Performance.

Time is of the essence in the performance of this Agreement. Grantee shall perform and complete all of Grantee's services in a timely and expeditious manner. Grantee shall not be responsible for delays caused by circumstances beyond its reasonable control, provided that Grantee has delivered to the City written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

XV. CLOSE-OUT

The Grantee agrees to comply with the closeout procedures detailed in 2 CFR 200.343, including the following:

(1) Grantee must submit, no later than ninety (90) calendar days after the expiration of the term all financial, performance, and other reports as required by the terms and conditions of the Federal award;

(2) Unless the City authorizes an extension, Grantee must liquidate all obligations incurred under the Federal award not later than ninety (90) calendar days after the end date

of the period of performance as specified in the terms and conditions of the Federal award;

(3) Grantee must promptly refund any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by Grantee for use in other projects (See 2 CFR 200.345);

(4) Grantee must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR 200.310-200.316 and 200.329; and,

(5) The City should complete all closeout actions for the Federal award no later than one year after receipt and acceptance of all required final reports.

XVI. VALIDITY AND SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

XVII. WAIVER

No delay or omission by the city hereto to exercise any right or power accruing upon any non-compliance or default by the Grantee with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or Agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or Agreement herein contained.

XVIII. AGREEMENT DOCUMENT, EXHIBITS, AND ATTACHMENTS

All of the attachments and exhibits attached to this Agreement are deemed incorporated by reference. This document may be executed in three (3) counterparts, each of which shall be deemed an original. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective Parties to each of the terms of this Agreement, and shall indemnify the City fully, including reasonable costs and attorney's fees, for any injuries or damages to the City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTHBELOW.

(Remainder of page intentionally left bank; signatures on next page)

SIGNATURES

FOR: THE CITY OF LUBBOCK

Mark W. McBrayer, MAYOR

FOR: FAMILY PROMISE OF LUBBOCK

Monica Martin, Executive Director

Breanne Minefee, Board President

FED. I.D. # 75-2758106

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

EXHIBIT A

EMERGENCY SOLUTIONS GRANT (ESG)

GRANTEE - FAMILY PROMISE OF LUBBOCK

TERM - August 1, 2024 – December 30, 2024

PROGRAM - **HMIS, Homeless Prevention and Rapid Rehousing**

ALLOCATION - $173,000

MATCH – **100% of total ESG FY 22 – 23 ($186,658)**

PROGRAM DELIVERY- Essential Services, Operation, Homeless Prevention and Rapid Rehousing

- HMIS Homeless Management Information System
- Case Management and Client input into HMIS
- Rapid Re-Housing
- Homeless Prevention

LEVEL OF ACCOMPLISHMENT - In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services in its performance of the Program.

Timeline	**Accomplishments**
August 1, 2024 – December, 30 2024	40 unduplicated

Monthly Reports and Reimbursement Request are due by the 10th of each month
Year End and Outcome Report due no later than the 30 days after all funding is expended.

BUDGET -

Line Item	**Amount**
Case Management & HMIS	$ 48,000
Rapid Re-Housing / Homeless Prevention	$125,000

CONTACT INFORMATION

Communication and details concerning this Agreement shall be directed to the following:

For the City:	*For the Grantee:*
Community Development	Monica Martin
City of Lubbock	Family Promise of Lubbock
P. O. Box 2000	2302 13th Street
Lubbock, TX 79457	Lubbock, TX 79401

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute FY 2025 Section 5307 Grant, TxDOT URB 2503 (05), Project ID 51309030525, with the Texas Department of Transportation, for operating assistance to Citibus.

Item Summary

The Texas Department of Transportation (TxDOT) is allocating a Section 5307 Grant in the amount of $682,788 of public transportation funds to the City of Lubbock, for operating assistance to maintain its public transportation system (Citibus) for Fiscal Year 2025. The FY 2025 Section 5307 grant is included in the Citibus budget for FY 2024-25.

Citibus operates public transportation in both a fixed route and demand response service. The routes originate in downtown Lubbock and provide service to various locations throughout the City. All services operate under guidelines from federal, state, and local authorities for maintaining buses, facilities, preventative maintenance, and safety. The major trip generators include the medical center, education facilities, employment providers, social service agencies, and shopping centers.

All vehicles are accessible to persons with disabilities. The ADA complementary service and the general public OnDemand microtransit service includes origins and destinations within the City limits.

The contract is effective from September 1, 2024, or when fully executed by both parties, and will terminate on August 31, 2025.

TxDOT requires all grants to be executed electronically.

Fiscal Impact

Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

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

Attachments

Resolution - Section 5307 Grant
Citibus - TxDOT FY 25 Section 5307 Grant

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock FY2025 Section 5307 Project Grant Agreement URB 2503 (05), Project ID 51309030525, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation for operating assistance, and all related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Grant-TxDOT Proj # 51309030525
August 15, 2024

PGA: PUBLIC TRANSPORTATION - URBAN STATE FUNDS
SUBRECIPIENT: Lubbock, City of
SUBRECIPIENT UEI:
FAIN: N/A
FEDERAL AWARD DATE:
CFDA #:
TXDOT PROJECT #: URB 2503 (05)
PROJECT ID #: 51309030525
MASTER GRANT AGREEMENT #: MGA-2022-2026-LUBBOCK-046
NOT RESEARCH AND DEVELOPMENT
URBANIZED AREA: Lubbock

STATE OF TEXAS Ä

COUNTY OF TRAVIS Ä

URBAN STATE PROGRAM
FISCAL YEAR 2025
PROJECT GRANT AGREEMENT

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

WITNESSETH

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

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

WHEREAS, the Subrecipient submitted a Fiscal Year 2025 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 116715; and,

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

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and Subrecipient agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on 09/01/2024, whichever is later. This PGA shall remain in effect until 08/31/2025, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the Grant Application (if applicable) and Certification and Assurances to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

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

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

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is $682,788 and 0 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

ARTICLE 4. AMENDMENTS

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

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

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

ARTICLE 6. SIGNATORY WARRANTY

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

ARTICLE 7. ACCESS TO INFORMATION

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

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

THE SUBRECIPIENT

Signature

Title

Date

THE STATE OF TEXAS

Signature

Public Transportation Coordinator

Title

Date

List of Attachments

A - Approved Project Description

B - Project Budget

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

As presented in the City of Lubbock's FY25 Grant Application, the City will provide public transportation within the urban transit district service area. The City will provide fixed route public transportation with ADA complementary paratransit service and demand response services within the urbanized area of Lubbock.

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

Per Texas Administrative Code (TAC) 31.47, Audit and Project Close-Out Standards: The subrecipient shall make every reasonable effort to complete all project activities and request appropriate reimbursements within the time period specified in the project agreement. This PGA may be suspended or terminated for cause, mutual agreement, or convenience. Upon termination for convenience, the PGA may be cancelled without penalty by either party by providing thirty (30) days written notice to the other party. TxDOT will reimburse the subrecipient for eligible expenses up to the date specified in the notice of cancellation. Upon termination of a subgrant, the unexpended and unobligated funds awarded to the subgrantee immediately revert to the department.

TxDOTôs Public Transportation Divisionôs (PTN) sets a Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal every three years for funds expended by grantees. The proposed overall goal for fiscal years 2024 - 2026 is 4.15 percent. This is not a contract specific goal but an overall goal for annual DBE participation. PTN grantees should undertake efforts to include DBE business whenever practicable. The full definition of DBE program requirements is found in Article 24 of the Master Grant Agreement.

ATTACHMENT B
PROJECT BUDGET

#	Description	Fuel Type	# of Units	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC	Match Ratio	TDC Amount
1	Operating - 30.09.01			$682,788				$682,788			
			Totals:	$682,788	$0	$0	$0	$682,788			0

ATTACHMENT C
ACTIVE PGAs

Application PGA Name	FAIN	Begin Date	End Date
STATE-U-2023-LUBBOCK-00091	N/A	09-01-2024	08-31-2025

Information

Agenda Item

Ordinance 1st Reading - Business Development: Consider approving the seventeenth supplemental ordinance updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.

Item Summary

On June 26, 2007 (second reading), the City Council approved Ordinance No. 2007-O0058, which approved a Service and Assessment Plan and Assessment Roll for Vintage Township Public Improvement District (PID). Supplemental Ordinances reviewing and updating the Plan and levying the assessment on property within the PID were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, September 4, 2014, September 10, 2015, September 8, 2016, September 14, 2017, September 27, 2018, September 24, 2019, September 8, 2020, September 14, 2021, September 13, 2022, and September 8, 2023.

On April 24, 2008, the Vintage Township Public Facilities Corporation and the City Council authorized the issuance of PID bonds, payable from assessments on the property within the PID, to provide financing for public improvements within the PID. The PID statute and the Assessment Ordinance require that the City Council annually review and update the Service and Assessment Plan and the Assessment Roll.

Since the PID assessments were levied on June 26, 2007, after a public hearing and public notice (and now secure the bonds), it is not necessary to provide new notice or a public hearing relating to the Service Plan Update. As contemplated by the Assessment Ordinance, the Service Plan Update will conform the original Assessment Roll to the principal and interest payment schedule required for the bonds. In addition, the Service Plan Update also updates the Assessment Roll to reflect prepayments, property divisions, and changes to the budget allocation for PID improvements that occur during the year, if any.

Fiscal Impact

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

Staff/Board Recommending

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

Attachments

Vintage PID Ordinance
Vintage PID Service Plan

ORDINANCE NO. _____

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

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

WHEREAS, on June 14, 2007 and June 26, 2007, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2007-O0058 (the "Assessment Ordinance") approving a Service and Assessment Plan (the "Plan") and Assessment Roll (the "Roll") and the levy of assessments on property in the District; and

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

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

WHEREAS, Supplemental Ordinances reviewing and updating the Plan were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, September 4, 2014, September 10, 2015, September 8, 2016, September 14, 2017; September 27, 2018; September 24, 2019; September 8, 2020, September 14, 2021, and September 13, 2022; September 8, 2023, and

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on_____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Exhibit A

VINTAGE
PUBLIC IMPROVEMENT DISTRICT

CITY OF LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE
2024-25

AS APPROVED BY CITY COUNCIL ON:
AUGUST 27, 2024

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Exhibit A

VINTAGE PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE – 2024-25

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APPENDIX A - THE IMPROVEMENT PROJECTS

APPENDIX B - 2024-25 ASSESSMENT ROLL SUMMARY

APPENDIX C - PID ASSESSMENT NOTICE

A. INTRODUCTION

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

A service and assessment plan (the "Service and Assessment Plan") was approved by the City pursuant to Ordinance No. 2007-00058, as amended by Ordinance No. 2008-00005, identifying the public improvements (the "Improvement Project") to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. Section 372.015(d) provides that the amount of assessment for each property owner may be adjusted following the annual review of the service plan. This document is the update of the Service and Assessment Plan for 2024-25.

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

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

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

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

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

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

(the remainder of this page is intentionally left blank)

B. UPDATE OF THE SERVICE PLAN

I. ANNUAL BUDGET FOR THE IMPROVEMENT PROJECTS

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

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

Table B-1
Sources and Uses of Funds
Public Improvements

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

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

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

Table B-2
Improvement Project A
PID Sources and Uses of Funds
2008 – 2030

Sources of Funds	Year 2008-2024	Year 2025-2030	Total
Bond proceeds	$2,193,000	$0	$2,193,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$0	$40,928
Other private funds	$804,366	$0	$804,366
Total Sources of Funds	**$3,257,594**	**$0**	**$3,257,594**
Uses of Funds			
Improvement project	$2,920,808	$0	$2,920,808
Capitalized Interest Account	$61,644	$0	$61,644
Collection Costs Account	$14,914	$0	$14,914
Reserve Account	$219,300	$0	$219,300
Prepayment Reserve Account	$40,928	$0	$40,928
Total Uses of Funds	**$3,257,594**	**$0**	**$3,257,594**

Table B-3
Improvement Project B
PID Sources and Uses of Funds
2008 – 2030

Sources of Funds	Year 2008-2024	Year 2025-2030	Total
Bond proceeds	$1,279,000	$0	$1,279,000
Developer's contribution to Prepayment Reserve Account	$23,870	$0	$23,870
Other private funds	$833,286	$0	$833,286
Total Sources of Funds	**$2,136,156**	**$0**	**$2,136,156**
Uses of Funds			
Improvement Project	$1,828,466	$0	$1,828,466
Capitalized Interest Account	$128,694	$0	$128,694
Collection Costs Account	$27,226	$0	$27,226
Reserve Account	$127,900	$0	$127,900
Develop Sub-Account of the Prepayment Reserve Account	$23,870	$0	$23,870
Total Uses of Funds	**$2,136,156**	**$0**	**$2,136,156**

II. DEBT SERVICE AND COLLECTION COSTS

The Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Series 2008A and Series 2008B Bonds, of which fourteen (14) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Series 2008A and Series 2008B Bonds with a maximum of nine percent per annum commencing with the issuance of the Series 2008A Bonds. The interest rate on the Series 2008A Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Series 2008A Bonds is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2024 and will be delinquent on February 1, 2025.

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

Annual Budget for the Repayment of Indebtedness

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

The budget for the PID to be paid from the collection of Annual Installments for 2024-25 is shown by Table B-4 on the following page.

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Table B-4
Budget for the Annual Installments
to be Collected for 2024-25

Descriptions	Improvement Project A Series 2008A Bonds	Improvement Project B Series 2008B Bonds	Total
Interest payment on April 1, 2025	$65,912	$0	$65,912
Interest payment on October 1, 2025	$65,912	$0	$65,912
Principal payment on October 1, 2025	$61,000	$0	$61,000
Subtotal debt service on bonds	*$192,823*	*$0*	*$192,823*
Annual Collection Costs	$15,000	$0	$15,000
Subtotal Expenses	$15,000	$0	$15,000
Available Capitalized Interest Funds	$0	$0	$0
Available Administrative Expense Funds	$0	$0	$0
Subtotal funds available	*$0*	*$0*	*$0*
Annual Installments	**$207,823**	**$0**	**$207,823**

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

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

Annual Installments to be Collected from previously subdivided lots

The Assessment Part A per Equivalent Unit for all lots, other than the newly subdivided Phase Three Lots, is calculated as $5,423 based on the revised number of units to be developed. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2024-25 are shown in Table B-5 below.

Table B-5
Interest Due on Assessment Part A
to be Collected for 2024-25

Land Use Class	Assessment per EU	EU	Assessment Part A per unit	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$5,423	1.00	$5,423	7.375%	$399.93
Land Use Class 2	$5,423	1.66	$9,002	7.375%	$663.88
Land Use Class 3	$5,423	2.29	$12,418	7.375%	$915.84

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

The Assessment Part A due for 2024-25 is $61,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2025. The Total Assessment Part A outstanding is shown as $1,787,435 in Appendix B after the regular principal payment on October 1, 2024. Accordingly, the Assessment Part A due for 2024-25 is 3.413 percent of the outstanding Assessment Part A (i.e., $61,000 ÷ $1,787,435 = 3.413%).

The Assessment Part A due to be collected from each Land Use Class for 2024-25 is shown in Table B-6 below.

Table B-6
Assessment Part A Due
to be Collected for 2024-25

Land Use Class	Assessment Part A per unit	Percentage	Assessment Part A Due
Land Use Class 1	$5,423	3.413%	$185.06
Land Use Class 2	$9,002	3.413%	$307.21
Land Use Class 3	$12,418	3.413%	$423.80

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

The net Annual Collection Costs for the collection of Assessment Part A are estimated to be $15,000. The total outstanding Assessment Part A is shown as $1,787,435 in Appendix B. Accordingly, the Annual Collection Costs due for 2024-25 is 0.839 percent of the outstanding Assessment Part A (i.e., $15,000 ÷ $1,787,435 = 0.839%). The Annual Collection Costs to be collected for 2024-25 is shown in Table B-7 below.

Table B-7
Annual Collection Costs for Assessment Part A
to be Collected for 2024-25

Land Use Class	Assessment Part A per unit	Percentage	Annual Collection Costs Per Unit
Land Use Class 1	$5,423	0.839%	$45.51
Land Use Class 2	$9,002	0.839%	$75.54
Land Use Class 3	$12,418	0.839%	$104.21

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

In summary, the Annual Installment Part A to be collected for 2024-25, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table B-8 below.

Table B-8
Annual Installment Part A
to be Collected for 2024-25

Land Use Class	EU	Interest Due per Unit	Assessment Part A Due	Annual Assessment	Annual collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	1.00	$399.93	$185.06	$584.99	$45.51	$630.50
Land Use Class 2	1.66	$663.88	$307.21	$971.09	$75.54	$1,046.63
Land Use Class 3	2.29	$915.84	$423.80	$1,339.64	$104.21	$1,443.85

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

Annual Installments to be Collected from Phase Three Lots

The Assessment Part A per Equivalent Unit amounts allocated to the lots within Phase Three (the "Phase Three Lots") was $5,442 as shown in the Update of the Assessment Roll section of this annual update. This amount is slightly higher than the Assessment Part A and per Equivalent Unit amount of $5,423 allocated to all previously subdivided lots. As a result, the Annual Installment amounts due for the Phase Three Lots are calculated separately based on the Assessment amounts allocated to each of these subdivided Parcels as shown below.

The Assessment Part A per Equivalent Unit for the Phase Three Lots is calculated as $5,442 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected from each of the Phase Three Lots for 2024-25 are shown in Table B-9 below.

Table B-9
Interest Due on Assessment Part A – Phase Three Lots
to be Collected for 2024-25

Land Use Class	Assessment per EU	EU	Assessment Part A per unit	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$5,442	1.00	$5,442	7.375%	$401.33
Land Use Class 2	$5,442	1.66	$9,033	7.375%	$666.20
Land Use Class 3	$5,442	2.29	$12,461	7.375%	$919.03

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

The Assessment Part A due for 2024-25 is $61,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2025. The Total Assessment Part A outstanding is shown as $1,787,435 in Appendix B. Accordingly, the Assessment Part A due for 2024-25 is 3.413 percent of the outstanding Assessment Part A (i.e., $61,000 ÷ $1,787,435 = 3.413%).

The Assessment Part A due to be collected for Phase Three Lots for 2024-25 from each of the subdivided lots is shown in Table B-10 on the following page.

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Table B-10
Assessment Part A Due – Phase Three Lots
to be Collected for 2024-25

Land Use Class	Assessment Part A per unit	Percentage	Assessment Part A Due
Land Use Class 1	$5,442	3.413%	$185.71
Land Use Class 2	$9,033	3.413%	$308.28
Land Use Class 3	$12,461	3.413%	$425.27

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

The net Annual Collection Costs for the collection of Assessment Part A are estimated to be $15,000. The total outstanding Assessment Part A is shown as $1,787,435 in Appendix B. Accordingly, the Annual Collection Costs due for 2024-25 is 0.839 percent of the outstanding Assessment Part A (i.e., $15,000 ÷ $1,787,435 = 0.839%). The Annual Collection Costs to be collected for Phase Three Lots for 2024-25 is shown in Table B-11 below.

Table B-11
Annual Collection Costs for Assessment Part A – Phase Three Lots
to be Collected for 2024-25

Land Use Class	Assessment Part A per unit	Percentage	Annual Collection Costs Per Unit
Land Use Class 1	$5,442	0.839%	$45.67
Land Use Class 2	$9,033	0.839%	$75.81
Land Use Class 3	$12,461	0.839%	$104.58

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

In summary, the Annual Installment Part A to be collected for 2024-25 from each of the Phase Three Lots, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table B-12 below.

Table B-12
Annual Installment Part A – Phase Three Lots
to be Collected for 2024-25

Land Use Class	EU	Interest Due per Unit	Assessment Part A Due	Annual Assessment	Annual collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	1.00	$401.33	$185.71	$587.04	$45.67	$632.71
Land Use Class 2	1.66	$666.20	$308.28	$974.48	$75.81	$1,050.28
Land Use Class 3	2.29	$919.03	$425.27	$1,344.30	$104.58	$1,448.88

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

III. Annual Optional Redemption Review

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

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

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C. UPDATE OF THE ASSESSMENT PLAN

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

(i) Land Use Class 1,

(ii) Land Use Class 2, and

(iii) Land Use Class 3.

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

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

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

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

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D. UPDATE OF THE ASSESSMENT ROLL

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

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

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

I. PARCEL UPDATES

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

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

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

There have been no additional Parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2024-25.

Consolidated Parcels

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

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

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

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

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

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

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

II. Prepayment of Assessments

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

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

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

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

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E. UPDATES OF MISCELLANEOUS PROVISIONS

There are no additional updates to be included in the Annual Service Plan update for 2024-25.

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APPENDIX A
THE IMPROVEMENT PROJECTS

Appendix A
The Improvement Project

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

APPENDIX B
ASSESSMENT ROLL SUMMARY – 2024-25

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2024-25

Property			Assessments					Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	Principal	Interest	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs2	Total 2
R310605	47	0.00	Prepaid	$0.00	Prepaid	$0	$0	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310560	2	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310561	3	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310562	4	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310563	5	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310564	6	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310565	7	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310566	8	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310567	9	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310568	10	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310569	11	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310570	12	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310571	13	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310572	14	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310573	15	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310574	16	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310575	17	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310576	18	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310577	19	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310578	20	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310579	21	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310580	22	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310581	23	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310582	24	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310583	25	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310584	26	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310585	27	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310586	28	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310587	29	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310588	30	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310607	49	0.00	Prepaid	$0.00	Prepaid	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310590	32	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310591	33	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310592	34	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310593	35	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310594	36	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310595	37	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310596	38	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310597	39	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310598	40	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310599	41	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310600	42	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310601	43	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310602	44	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310603	45	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310604	46	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310628	65	0.00	Prepaid	$0.00	Prepaid	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310629	66	0.00	Prepaid	$0.00	Prepaid	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310634	71	0.00	Prepaid	$0.00	Prepaid	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310608	50	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310609	51	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310610	52	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310611	53	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310612	54	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310613	55	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310614	56	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310615	57	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310635	72	0.00	Prepaid	$0.00	Prepaid	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310637	74	0.00	Prepaid	$0.00	Prepaid	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310623	60	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310624	61	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310625	62	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310626	63	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310627	64	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310658	95	0.00	Prepaid	$0.00	Prepaid	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310672	109	0.00	Prepaid	$0.00	Prepaid	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310630	67	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310631	68	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310632	69	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310633	70	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310559	1	0.00	$0	$0.00	$0	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Property			Assessments					Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	Principal	Interest	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs2	Total 2
R310589	71	0.00	$0	$0.00	$0	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310676	73	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310606	48	0.00	$0	$0.00	$0	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310638	75	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310639	76	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310640	77	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310641	78	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310642	79	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310643	80	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310644	81	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310645	82	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310646	83	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310647	84	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310648	85	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310649	86	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310650	87	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310616	58	0.00	$0	$0.00	$0	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310652	89	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310653	90	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310654	91	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310655	92	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310656	93	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310657	94	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310622	59	0.00	$0	$0.00	$0	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310659	96	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310660	97	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310661	98	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310662	99	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310663	100	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310664	101	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R310665	102	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310666	103	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310667	104	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310668	105	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310669	106	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310670	107	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R310671	108	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310651	88	0.00	$0	$0.00	$0	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310673	110	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R310674	111	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314854	112	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314855	113	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314856	114	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314857	115	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314858	116	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314859	117	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314860	118	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314861	119	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314862	120	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314863	121	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314864	122	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314865	123	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R314866	124	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314867	125	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314868	126	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314869	127	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314870	128A	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314871	129A	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314872	130	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R314873	131	0.00	$0	$0.00	$0	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314874	132A	0.00	$0	$0.00	$0	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314875	133	0.00	$0	$0.00	$0	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314876	134	0.00	$0	$0.00	$0	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314877	135	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314878	136	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314879	137	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314880	138	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314881	139	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314882	140	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R314883	141	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314884	142	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314885	143A	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63

Property			Assessments					Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	Principal	Interest	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs2	Total 2
R314886	144A	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314887	145	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314888	146	2.29	$12,418	$0.00	$12,418	$423.80	$915.84	$1,339.63	$104	$1,443.85	$0.00	$0.00	$0.00	$1,339.63	$104.21	$1,443.85
R314889	147	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314890	148	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314891	149	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314892	150	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314893	151	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314924	152	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314894	153	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314895	154	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314896	155	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314897	156	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314898	157	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314899	158	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314900	159	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314901	160	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314902	161	0.00	$0	$0.00	$0	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314903	162	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314904	163	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314905	164	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314906	165	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314907	166	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314908	167	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314909	168	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314910	169	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314911	170	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314912	171	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314913	172	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314914	173	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314925	174	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314915	175	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314916	176	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314917	177	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314918	178	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314919	179	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314926	180	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314920	181	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R314921	182	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314922	183	1.00	$5,423	$0.00	$5,423	$185.06	$399.93	$584.99	$46	$630.50	$0.00	$0.00	$0.00	$584.99	$45.51	$630.50
R314923	184	1.66	$9,002	$0.00	$9,002	$307.21	$663.88	$971.09	$76	$1,046.63	$0.00	$0.00	$0.00	$971.09	$75.54	$1,046.63
R318305	185A	2.29	$12,461	$0.00	$12,461	$425	$919	$1,344.31	$105	$1,448.89	$0.00	$0.00	$0.00	$1,344.31	$104.58	$1,448.89
R338896	185B	0.00	$0	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318306	186	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318307	187A	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318308	188	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318309	189A	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318310	190A	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318311	191A	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318312	192A	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318313	193	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318314	194A	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318315	195	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318316	196	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318317	197	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318318	198	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318319	199	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318320	200	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318321	201	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318322	202	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318323	203	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318324	204	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318325	205	0.00	$0	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318326	206	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318393	207	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318327	208	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318328	209	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318329	210	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318330	211	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318394	212	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318331	213	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318332	214	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70

Property			Assessments					Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Part A	Part B	Total	Principal	Interest	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs2	Total 2
R318333	215A	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318334	216A	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318335	217	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318336	218	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318337	219	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318338	220	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318339	221	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318340	222	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318341	223	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318342	224	0.00	$0	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318343	225	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318344	226	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318345	227	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318346	228	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318347	229	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318348	230	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318349	231	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318350	232	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318351	233	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318352	234	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318353	235	0.00	$0	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318354	236	0.00	$0	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318355	237	2.29	$12,461	$0.00	$12,461	$425	$919	$1,344.31	$105	$1,448.89	$0.00	$0.00	$0.00	$1,344.31	$104.58	$1,448.89
R318356	238	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318357	239	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318358	240	2.29	$12,461	$0.00	$12,461	$425	$919	$1,344.31	$105	$1,448.89	$0.00	$0.00	$0.00	$1,344.31	$104.58	$1,448.89
R318359	241	0.00	$0	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318360	242	2.29	$12,461	$0.00	$12,461	$425	$919	$1,344.31	$105	$1,448.89	$0.00	$0.00	$0.00	$1,344.31	$104.58	$1,448.89
R318361	243	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318362	244	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318363	245	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318364	246A	2.29	$12,461	$0.00	$12,461	$425	$919	$1,344.31	$105	$1,448.89	$0.00	$0.00	$0.00	$1,344.31	$104.58	$1,448.89
R335355	246B	0.00	$0	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318365	247	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318366	248	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318367	249	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318395	250	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318368	251	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318369	252	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318370	253	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318371	254	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318372	255	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318373	256	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318374	257	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318375	258	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318376	259	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318377	260	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318378	261	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318379	262	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318380	263	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318381	264	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318382	265	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318383	266	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318384	267	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318397	268	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318385	269	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318386	270	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318387	271	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318388	272	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318389	273	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318390	274	1.66	$9,033	$0.00	$9,033	$308	$666	$974.48	$76	$1,050.28	$0.00	$0.00	$0.00	$974.48	$75.81	$1,050.28
R318391	275	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318392	276	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
R318396	277	1.00	$5,442	$0.00	$5,442	$186	$401	$587.03	$46	$632.70	$0.00	$0.00	$0.00	$587.03	$45.67	$632.70
Total		329.25	$1,787,434.94	$0.00	$1,787,434.94	$61,000.00	$131,823.33	$192,823.33	$15,000.00	$207,823.33	$0.00	$0.00	$0.00	$192,823.33	$15,000.00	$207,823.33

1 - The 2024-25 Annual Installment to be billed will be allocated evenly between multiple accounts per information provided by Lubbock Central Appraisal District

2 - Parcel represents the account to be billed for consolidated parcels per Lubbock Central Appraisal District Records

APPENDIX C
PID ASSESSMENT NOTICE

PID Assessment Notice

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

[insert property address]

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

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

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

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

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

Date: _____

_____ _____
Signature of Seller Signature of Seller

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes

therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

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

Date: _____

_____ _____
Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

AI# 12791
Regular City Council Meeting 6. 26.
08/27/2024:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Contract 18219, with West Infrastructure Construction, LLC, for repairs to various streets in the North Overton Tax Increment Financing District Boundary.

Item Summary

Staff issued an Invitation to Bid (ITB) for the rebuild in concrete of several streets in the North Overton Tax Increment Financing District (TIF). This project will include the rebuilding of Avenue R from Glenna Goodacre Boulevard to 10th Street, Avenue R from Mac Davis Lane to Glenna Goodacre Boulevard, Avenue U from 7th Street to Glenna Goodacre Boulevard, Avenue V from Glenna Goodacre Boulevard to 9th Street, and various locations on the 2000 block of Mac Davis Lane.

In response to ITB 24-18219-TF, four bids were received. The following bids were received and opened on August 2, 2024.

Contractor	Amount
West Infrastructure Construction, LLC, Lubbock, Texas	$871,187.15
Lone Star Dirt & Paving, LTD, Lubbock, Texas	$887,048.00
Ti-Zack Concrete, LLC, Le Center, Minnesota	$975,250.00
West Texas Paving, Inc., Wolfforth, Texas	$1,044,980.00

Staff recommends award of Contract 18219 to the lowest bidder, West Infrastructure Construction, LLC, of Lubbock, Texas for $871,187.15. The contract is for a term of 65 calendar days to substantial completion, and 70 days to final completion.

Fiscal Impact

Contract 18219 for $871,187.15 is funded through the North Overton TIF Capital Project 92704, as approved by the City Council.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Director of Business Development
North Overton TIF Advisory Board

Attachments

Resolution

Contract
Project Summary
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, Public Works Contract No. 18219 for the 2024 North Overton streets rebuild in concrete as per ITB 24-18219-TF, by and between the City of Lubbock and West Infrastructure Construction, LLC of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. 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.Public Works Contract 18219 N. Overton streets
8.2.24

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 08-01-24

PROJECT NUMBER: **ITB 24-18219-TF, 2024 North Overton Streets Rebuild in Concrete**

Bid of West Infrastructure Construction LLC. (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **65 consecutive calendar days** with **final completion** of the project within **70 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$1,204.28** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$1,204.28** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within **10** business days after notice of award of the contract to him.

City of Lubbock, TX
Street Maintenance
ITB 24-18219-TF
2024 North Overton Streets Rebuild in Concrete

West Infrastructure Construction, LLC of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
Base Bid					
#1-1	Concrete Paving, 8" Class "C" Concrete (3600 PSI @ 28 Days) Reinforced (ref. section 8.7.12 for specifications for Reinforcement Information); Including labor, equipment, removal and disposal of Existing materials, subgrade prep, saw cut joints, complete and in Place. (All Millings will go to the	5450	SY	136.51	743,979.50
#1-2	30" Curb & Gutter, Class B Concrete (3,000 psi @ 7 days), 30" wide separate gutter or saw-tooth curb & gutter; including labor, equipment, removal and disposal of existing materials,	250	LF	62.04	15,510.00
#1-3	Brick Crosswalk repair, including brick, sand, and labor,	400	SY	74.28	29,712.00
#1-4	Type I Thermoplastic pavement marking .125 Mil 24" white stop line (TX DOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in place.	72	LF	110.42	7,950.24
#1-5	Mobilization	1	EA	74,035.41	74,035.41
			Total (Item 1-1 through 1-5):		$ 871,187.15

Enclosed with this bid is a Cashier's Check or Certified Check for ____ _____ **Dollars ($**_____**) or a Bid Bond in the sum of** 5% OF BID _____ **Dollars ($**43,559.36**), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

Date: 8/1/24

Authorized Signature

Bryan Arellano
(Printed or Typed Name)

West Infrastructure Const, LLC.
Company

2836 Cleris Rd
Address

Lubbock, Lubbock
City, County

TX, 79414
State, Zip Code

Telephone: 806 - 771.6440

Fax: 806 - 771.6441

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

FEDERAL TAX ID or SOCIAL SECURITY No.

27.3204063

EMAIL: Bryan@westindustries.net

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

Purchasing and Contract Management

Project Summary

ITB 24-18219-TF
2024 North Overton Streets Rebuild in Concrete

Notice was published in the Lubbock Avalanche Journal on July 14 & July 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 June 2 to June 20, 2024.
11 individuals attended the pre-bid meeting.
40 vendors downloaded the documents using Bonfire.com.
34 vendors were notified separately.
3 vendors submitted bids.

City of Lubbock, TX
Capital Project
Project Cost Detail
August 27, 2024

Capital Project Number:	92704
Capital Project Name:	North Overton TIF Street Upgrade / Replacement

Encumbered/Expended		**Budget**
Blackstone Concrete Ventures Contract 15949	$	598,359
Ti-Zack Concrete Contract 16655		1,228,562
West Infrastructure Construction, LLC Contract 17369		887,995
Agenda Item August 27, 2024		
West Infrastructure Construction, LLC Contract 18219		871,187
Encumbered/Expended to Date		3,586,103
Estimated Costs for Remaining Appropriation		
Contingency		763,577
Remaining Appropriation		763,577
Total Appropriation To Date	$	4,349,680

CIP 92704 North Overton TIF Street Upgrade/Replacement

Infrastructure Improvements

Project Manager: Brianna Brown - Business Development

Project Scope

Identify streets in the North Overton TIF District that require upgrades and/or reconstruction. Prioritize streets in order of those with the highest need, and then begin an annual update / reconstruction schedule.

Project Justification

Streets in the North Overton TIF have not all been rebuilt and/or upgraded due to a lack of funding during the early part of the redevelopment. The TIF now has enough funding to begin work on the streets that were not rebuilt/upgraded, or were not built correctly for the traffic load in the North Overton TIF. The traffic in the area, specifically public transportation, has also increased significantly, adding to the need to rebuild certain key roadways.

Project Highlights

Council Priorities Addressed:
Redevelopment
Economic Development

Project History

- FY 2020-21 $600,000 was appropriated by Ord. 2020-O0123
- FY 2021-22 $1,000,000 was appropriated by Ord. 2021-O0126
- FY 2021-22 $249,680 was appropriated by BCR 2022-26
- FY 2022-23 $2,500,000 was appropriated by Ord. 2022-O0136
- FY 2023-24 $1,000,000 was appropriated by Ord. 2023-O0108

Project Dates

FY 2024-25: Complete a street project to close intersections in Glenna Goodacre Boulevard at Avenues W, S, and R; Rebuild 9th and 10th Streets from Avenue X to University Avenue in concrete.

Project Location

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$5,349,680	$1,000,000	$1,000,000	$0	$0	$0	$0
TOTAL	**$5,349,680**	**$1,000,000**	**$1,000,000**	**$0**	**$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
North Overton TIF Fund Cash	$5,349,680	$1,000,000	$1,000,000	$0	$0	$0	$0
TOTAL	**$5,349,680**	**$1,000,000**	**$1,000,000**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute Contract 18134, with Armstrong Mechanical Co. Inc., to provide procurement and installation of new heating water piping from the Civic Center Physical Plant to the Lubbock Memorial Civic Center.

Item Summary

The City issued a Request for Proposal (RFP) for the procurement and replacement of the heating water piping at the Lubbock Memorial Civic Center. Phase One will replace the piping from the utility vault to just outside the Civic Center. Phase Two will replace the pipe from the utility vault into the physical plant and into the Civic Center, completing the loop.

In response to RFP 24-18134-TF, the following bids were received and opened on June 27, 2024.

Contractor	Amount
Armstrong Mechanical Co. Inc., Lubbock, Texas	$823,095
Anthony Mechanical Inc., Lubbock, Texas	$1,600,634

The proposals were evaluated using the following criteria: 60 points for Price, 30 points for Contractor Qualifications, and 10 points for Construction Time. The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained:

Contractor	Total/100 pts
Armstrong Mechanical Co. Inc., Lubbock, Texas	97.01
Anthony Mechanical Inc., Lubbock, Texas	68.87

Staff recommends awarding the contract to the highest ranked proposer, Armstrong Mechanical Co. Inc., of Lubbock, Texas for Phase One and Phase Two, in the amount of $823,095.

Fiscal Impact

Contract 18134 for $823,095 is funded in Capital Improvement Project 92773, Civic Center Maintenance Fund.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Lisa Thomason, Civic Center Director

Attachments

Resolution 18134
Contract 18134
Budget Detail 92773
CIP 92773 Detail
Project Summary 18134

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 Public Works Contract per RFP 24-18134-TF, by and between the City of Lubbock and Armstrong Mechanical Co., Inc., of Lubbock, Texas, for Lubbock Memorial Civic Center Heating Water Piping Replacement, consistent with the terms of the bid submittal attached hereto and incorporated herein, and related documents.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster
Rachael Foster, Assistant City Attorney

ccdocsII/RES.Bid Award- Armstrong Mechanical Co., Inc.
8.12.24

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: June 27, 2024

PROJECT NUMBER: **RFP 24-18134-TF Lubbock Memorial Civic Center and Mahon Library Heating Water Piping Replacement**

Proposal of Armstrong Mechanical Co., Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 180 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 210 **(to Final Completion)**

(not to exceed 180 consecutive calendar days to Substantial Completion / 210 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **180 Consecutive Calendar Days** with **final completion** within **210 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$25** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$25** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully se t forth in the General Conditions of the Agreement.

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

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

City of Lubbock, TX
Civic Center
RFP 24-18134-TF
Lubbock Memorial Civic Center Heating Water Piping Replacement

Armstrong Mechanical Co., Inc. of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
General					
#1-1	Base Bid - Phase 1: Phase 1, as specified in section 01010-1 of the project manual.	1	LS	$565,620.00	565,620.00
Optional					
#2-1	Phase 2 The cost for the additional work associated with phase 2, in conjunction with phase 1, as specified in section 01010-1 of the project manual.	1	LS	$257,475.00	$257,475.00
~~#2-2~~	~~Phase 2 The cost for the additional work associated with phase 2, in conjunction with phase 1, as specified in section 01010-1 of the project manual.~~	~~1~~	~~LS~~	~~$663,580.00~~	~~$663,580.00~~

Total (Item 1-1): 565,620.00
Total (Items 2-1 through 2-2): $921,055.00
Total (Items 1-1 and 2-1): $823,095.00

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

Enclosed with this bid is a Cashier's Check or Certified Check for _____ **Dollars ($**_____**) or a Bid Bond in the sum of** 5% of the amount bid **Dollars ($**_____**), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

Date: June 27, 2024

Authorized Signature

Luke Green, Vice President
(Printed or Typed Name)

Armstrong Mechanical Co., Inc.
Company

710 East 40th Street
Address

Lubbock, Lubbock
City, County

Texas, 79404
State Zip Code

Telephone: 806 - 747-4217

Fax: 806 - 763-4328

(Seal if Bidder is a Corporation)

ATTEST:

Beth S. Carpenter
Secretary Beth S. Carpenter

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

FEDERAL TAX ID or SOCIAL SECURITY No.

75-1328258

EMAIL: construction@bettercallarmstrong.com

TACL A80819E / TPL M-17317

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

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

Capital Project Number:	92773
Capital Project Name:	Civic Center Maintenance Fund

		Budget
Encumbered/Expended		
Design HVAC Hot Water Line Replacement	$	49,999.00
HVAC Hot Water Line - Emergency Repair	$	111,672.82
Amphitheatre restroom piping replacement	$	5,488.36
Sewer sump pit - CC basement	$	36,862.81
Sewer line repair - Theatre SW	$	43,656.00
Replace hydraulic packing - passenger	$	6,050.03
Replace hydraulic packing - small freight	$	5,206.17
Realignment of hot water pump, physical plant	$	8,224.99
Elevator - Freight Door Repair	$	51,247.74
Advertising	$	254.00
Agenda Item August 27, 2024		
HVAC Line Replacement	*$*	*823,095.00*
Encumbered/Expended To Date	$	1,141,756.92

Estimated Costs for Remaining Appropriation		
HVAC Line Replacement Contingency	$	82,309.50
Roof Repair	$	100,000.00
Lg Freight repair	$	75,000.00
Pump isolation valves	$	20,000.00
HVAC Misc repair	$	70,000.00
Plumbing Misc repair	$	70,000.00
Exterior stair repair	$	54,958.58
Remaining Appropriation	$	0.00

CIP 92773 Civic Center Maintenance Fund

Upgrade/Major Maintenance

Project Manager: Lisa Thomason - Civic Centers

Project Scope

Major renovation and repair of Civic Center facilities will be addressed/evaluated on an as-needed basis.

Project Justification

The Lubbock Memorial Civic Center and Moonlight Musicals Amphitheatre require repair and renovation due to age and deterioration. The project will fund improvements to facilities on a priority basis as needs arise.

Project Highlights

Council Priorities Addressed:
Redevelopment - Downtown

Project History

- FY 2022-23 $100,000 was appropriated by Ord. 2022-O0136
- FY 2022-23 $780,550 was appropriated by BCR# 2023-20
- FY 2023-24 $675,000 was appropriated by Ord. 2023-O0108
- FY 2023-24 $58,475 was appropriated by BCR# 2024-23

Project Dates

2022 - 23 Repairs included replacing a collapsed sewer line south of the theatre, replacing traveling cables in the passenger elevator, repairing a hot water pump in the physical plant, and replacing the sewer sump pump in the basement.
2023-24 Repairs included finishing specifications to replace HVAC hot water line from the physical plant to the Civic Center and Mahon Library, HVAC hot water line temporary repair, and large freight door motor replacement.
2024-25 planned repairs include replacement of the HVAC hot water line from the physical plant to the Civic Center and Mahon Library, roof repairs, Exhibit Hall water heater replacement, pump isolation repairs, and repair of the exterior stairs.

Project Location

Civic Center

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$1,614,025	$0	$0	$0	$0	$0	$0
Acquisition	$0	$43,895	$0	$0	$0	$0	$0
TOTAL	**$1,614,025**	**$43,895**	**$0**	**$0**	**$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
Hotel Occupancy Tax Fund Cash	$643,615	$0	$0	$0	$0	$0	$0
Civic Center Fund Cash	$529,290	$0	$0	$0	$0	$0	$0
Civic Center Fund Prior Year Cash	$441,120	$0	$0	$0	$0	$0	$0
TOTAL	**$1,614,025**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchasing and Contract Management

Project Summary

RFP 24-18134-TF
Lubbock Memorial Civic Center Heating Water Piping Replacement

Notice was published in the Lubbock Avalanche Journal on June 9 & June 16, 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 June 9 to June 27, 2024.
7 individuals attended the pre-proposal meeting.
25 vendors downloaded the documents using Bonfire.com.
54 vendors were notified separately.
2 vendors submitted proposals.

AI# 12770
Regular City Council Meeting 6. 28.
08/27/2024:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001883, with CDW Government, Inc., for a three-year VMware Enterprise Software Licensing and Support Agreement.

Item Summary

The purchase from CDW Government, Inc., is for a 3-year VMware Enterprise License Agreement for enterprise data center virtualization software, licensing, and support. The payments will be invoiced annually in the amount of $264,591.38 each year, and will be due on October 15 of 2024, 2025, and 2026.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-CPO-5303. 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

The first year amount of $264,591.38 is budgeted in the Information Technology Fiscal Year 2024-25 Operating Budget.

The subsequent years will be requested during the budget process for Fiscal Year 2025-26 and 2026-27. The total purchase amount of the 3-year agreement is $793,774.14.

Staff/Board Recommending

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

Attachments

Resolution - CDW Government, Inc.
PO 33001883 CDW

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33001883, for three (3) year VMware Enterprise License Agreement, as per DIR-CPO-5303, by and between the City of Lubbock and CDW Government, Inc., and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.CDW Government, Inc-PurchaseOrd
August 7, 2024

City of Lubbock TEXAS

PURCHASE ORDER

Page -
Date - 8/5/2024
Order Number 33001883 000 OP
Branch/Plant 3410

TO: CDW GOVERNMENT INC
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 8/27/2024 Freight
Requested 10/15/2024 Taken By K MORGAN
Delivery Per J Zhine / Req #62065 Quote # PBBC954 / DIR-CPO-5303

If you have any questions about this order, please contact Jay Zhine at 806-775-2366 or via email at JZhine@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
VMware Cloud Foundation v5 Lic				$793,774.14	10/15/2024

Terms NET 30

Total Order $793,774.14

This purchase order encumbers funds in the amount of $793,774.14 awarded to CDW Government, Inc. of Chicago, IL, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated August 2, 2024, from CDW Government, Inc. of Chicago, IL, and DIR-CPO-5303.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Page -
Date - 8/5/2024
Order Number 33001883 000 OP
Branch/Plant 3410

TO: CDW GOVERNMENT INC
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 8/27/2024 Freight
Requested 10/15/2024 Taken By K MORGAN
Delivery Per J Zhine / Req #62065 Quote # PBBC954 / DIR-CPO-5303

If you have any questions about this order, please contact Jay Zhine at 806-775-2366 or via email at JZhine@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date

Terms NET 30

INSURANCE REQUIRED:

Commercial General Liability: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. 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). **Automotive Liability:** $1M occurrence is needed.	**Additional Policies:** **Cyber Liability Requirements:** $1M of coverage is needed for Cyber Liability **Technology Errors and Omissions Requirements:** $1M of coverage is needed

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. SELLER TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at. http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002, or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed.

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001884, with Vertosoft, LLC, for a three-year renewal of the OpenGov Cloud Budgeting and Planning Solution Software and Support Services.

Item Summary

The purchase from Vertosoft, LLC is for the OpenGov Cloud Budgeting and Planning Solution Software and Support Services, for a 3-year term through September 30, 2027. The renewals will be invoiced annually. OpenGov Cloud software platform is utilized by all City departments, including Financial Planning and Analysis, to develop and manage Operating and Capital budgets.

This purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-CPO-5327. 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

The first year amount of $228,784.42 is budgeted in the Information Technology Fiscal Year 2024-25 Operating Budget.

The subsequent year renewals of $240,223.64 due on October 1, 2025, and $252,234.82 due on October 1, 2026, will be requested during the budget process for Fiscal Year 2025-26 and 2026-27. The total amount of the 3-year renewal is $721,242.88.

Staff/Board Recommending

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

Attachments

Resolution - Vertosoft, LLC
PO 33001884 - Vertosoft, LLC

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33001884, for OpenGov Cloud Budgeting & Planning Solution Software, as per DIR-CPO-5327, by and between the City of Lubbock and Vertosoft, LLC, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Vertosoft, LLC-PurchaseOrd
August 8, 2024

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 8/8/2024
Order Number 33001884 000 OP
Branch/Plant 3410

TO: VERTOSOFT, LLC
1602 VILLAGE MARKET BLVD,
SE SUITE 215
LEESBURG VA 20175

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 8/27/2024 Freight
Requested 9/20/2024 Taken By K MORGAN
Delivery Per J Zhine / Req # 62105 Qu # Q-06266 / DIR-CPO-5327 PUR # 18267

If you have any questions about this order, please contact Jay Zhine at 806-775-2366 or via email at JZhine@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
OpenGov Cloud Budget/Plnng 3Y	1.000	228,784.4200	EA	228,784.42	9/20/2024
24-25 #OPGV-GABS-B12B-RR-3Y					
OpenGov Cloud Budget/Plnng 3Y	1.000	240,223.6400	EA	240,223.64	9/20/2024
25-26 #OPGV-GABS-B12B-RR-3Y					
OpenGov Cloud Budget/Plnng 3Y	1.000	252,234.8200	EA	252,234.82	9/20/2024
26-27 #OPGV-GABS-B12B-RR-3Y					

Total Order

Terms NET 30 721,242.88

This purchase order encumbers funds in the amount of $721,242.88 awarded to Vertosoft, LLC of Leesburg, VA, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated May 29, 2024, from Vertosoft, LLC of Leesburg, VA, and DIR-CPO-5327.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Date - 8/8/2024

Order Number 33001884 000 OP

Branch/Plant 3410

TO:	SHIP TO:
VERTOSOFT, LLC 1602 VILLAGE MARKET BLVD, SE SUITE 215 LEESBURG VA 20175	CITY OF LUBBOCK INFORMATION TECHNOLOGY 1314 AVENUE K - BASEMENT LUBBOCK TX 79401

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered	8/27/2024	Freight		
Requested	9/20/2024	Taken By		K MORGAN
Delivery Per J Zhine / Req # 62105			Qu # Q-06266 / DIR-CPO-5327	PUR # 18267

INSURANCE REQUIRED:

Commercial General Liability: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. 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). **Cyber Liability:** $1M of coverage is needed.	**Workers Compensation and Employer Liability:** Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation. **Technology Errors and Omissions:** $1M of coverage is needed.

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. SELLER TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Information

Agenda Item

Resolution - Lubbock Fire Rescue: Consider a resolution authorizing the Mayor to execute Service Contract 18122, with PesTex Pest Control, for professional pest control services in all Lubbock Fire Rescue facilities.

Item Summary

Lubbock Fire Rescue initiated an Invitation to Bid (ITB) for professional pest control. Services entail monthly spraying and baiting, etc., for all pests, to include common household bugs, spiders, and small rodents, in an effort to avert infestation.

In response to ITB 24-18122-YB, three vendors submitted the following bids.

Vendor	Bid Price
PesTex Pest Control, Lubbock, Texas	$11,964
Gafford Pest Control Services, Inc., Lubbock, Texas	$16,560
Plunkett's Pest Control, Fridley, Minnesota	$22,140

Staff recommends award of the contract to the lowest bidder, PesTex Pest Control of Lubbock, Texas, for $11,964.

The contract will be for a term of one year, with the option of 4, one-year extensions, with term date beginning upon formal approval.

All stated square footage/acreage are approximations where services are to be rendered during the time period covered by pricing established by this bid. The number of pesticide applications may be more or less, and may be determined by actual need.

Fiscal Impact

Contract 18122 with PesTex Pest Control, for $11,964, is funded in the Lubbock Fire Rescue Operating Budget.

Staff/Board Recommending

Rob Keinast, Interim Fire Chief

Attachments

Resolution
Contract

Bid Tab
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 18122, as per ITB 24-18122-YB, for the purchase of pest control for Lubbock Fire Rescue Facilities, by and between the City of Lubbock and PesTex Pest Control of Lubbock, Texas, and all related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Keinast, Interim Fire Rescue Chief

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

RES.Contract 18122-PesTex Pest Control
7.30.24

City of Lubbock
Contract for
Pest Control for Fire Facility Locations

THIS CONTRACT made and entered into this ___ day of _____**, 2024**, by and between the City of Lubbock ("City"), and **PesTex Pest Control** , ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Pest Control for Fire Facility Locations** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Pest Control for Fire Facility Locations**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Pest Control for Fire Facility Locations**, and more specifically referred to as **Items 0-1 through 1-22** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

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

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: (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.

Workers Compensation Requirements: Employer Liability ($1M) is required with Workers Compensation.

Crime Protection Coverage Requirements: Employee Dishonesty or Fidelity Bond coverage REQUIRED in an amount equal to the maximum exposure.

Aircraft Aerial Application Liability Requirements: Aircraft Aerial Application Liability AND $1M pollution protection are REQUIRED. Here are suggested coverages in order of preference: $500K CSL, $300K CSL, and no less than: $100K/person and $300K/occurrence for B1 + $100K for PD.

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* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet an A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

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

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail.

The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

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

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

    If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

    Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

    If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a

governmental entity determines that these requirements are inconsistent with the governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 24-18122-YB, Specifications, and the Bid Form.

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

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

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Rob Keinast, Interim Chief of Fire Rescue

APPROVED AS TO FORM:

Ryan Brooke, Senior Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Keven Cramer

Print Name

5801-47th Street

Address

Lubbock TX 79414-6

City, State, Zip Code

Revised Specifications
City of Lubbock, TX
ITB 24-18122-YB
Pest Control for Fire Facility Locations

City of Lubbock Fire Department is seeking to establish a contract for Pesticide Application for Fire Department Facilities for the control of insect pests, rodents, and other pests in specified Fire Department Facilities. The quantities shown are approximate.

1. SCOPE

1.1 The Contractor shall provide routine pest control services for specified buildings and areas. The Contractor shall service these buildings and areas at least once a month, however, the Contractor is responsible for providing total pest control regardless of how many visits are needed to reach the acceptable level of pest population within any building or area being routinely serviced. The City shall pay a contract price per month for the routine service. This price shall cover all labor, materials, supervision, equipment, tools, supplies, services, and all necessary incidentals required to provide total pest control within the routinely serviced buildings and areas. Materials refers to all pesticides, traps, lures, baits, monitors, chemicals, and equipment needed to provide total pest control within the routinely serviced buildings and areas.

1.2 The Contractor will have restricted access to some parts of the buildings and areas, however, generally, access to the routinely serviced buildings and areas shall be Monday through Friday, 8:00 A.M. – 5:00 P.M. excluding weekends and holidays. The Fire Department Facilities Supervisor, or his designated representative, must approve all requests for access to any building or area regardless of what day or what time is requested.

1.3 The monthly contract price per building and area for routine service shall cover unlimited service calls placed at the building and area for that month. The Contractor cannot invoice the City for additional service calls beyond the minimum single monthly visit. The City can add or delete buildings and areas to the routine service schedule at any time during the contract term, including all renewals. For new buildings and areas, the Contractor shall quote a monthly contract price. The City, in its sole judgment reserves the right to accept or reject the quoted contract price for any additional buildings and areas.

1.4 The Contractor shall provide on-call and emergency pest control services call for building and areas not routinely serviced on an as-needed basis. Services need to be next business day or two. These services shall be priced, performed, invoiced, and paid on a time and materials basis per the contract pay items.

1.5 Regardless of whether the Contractor is providing routine pest control services or on-call pest control services, these services shall cover the control of but not limited to rats, mice, roaches, ants, spiders, silverfish, crickets, mites, centipedes, water bugs, fleas, flies, moths, mosquitoes, bees, wasps, hornets, carpet beetles, maggots, scorpions and fruit flies. Termites, carpenter ants, snakes, birds, and bats are excluded from this contract. The City reserves the right to solicit bids for pest control services for these excluded pests if the need arises.

1.6 The work to be done under this contract includes, but is not limited to, the providing of all labor, materials, supervision, equipment, services, in accordance with the scope of work.

1.7 The Contractor shall provide a complete, workmanlike, well-executed job in accordance with these specifications and all applicable national, state and local codes.

1.8 Contractor shall complete and submit to City of Lubbock Purchasing Department the Affidavit of Compliance with Local, State, and Federal Regulations of a Regulated Substance and/or Activity upon bid submission.

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of _____%, net _____calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock
ITB 24-18122-YB
Pest Control for Fire Facility Locations
Bid Form

				Locations Total Cost	PesTex Pest Control Lubbock, TX $11,964.00	
		Approx. Square Footage (Interior) (+/-)	Approx. Acreage (Exterior) (+/-)	Months (A)	Unit Price (B)	Total Cost (A*B)
#0-1	Fire Complex, 1515 E. Ursuline - Per Specifications	73,766 sq. ft.	5.4 acres	12	115.00	1,380.00
#0-2	Station 1, 1906 Texas Ave. - Per Specifications	11,600 sq. ft.	.25 acres	12	42.00	504.00
#0-3	Station 3, 6420 25th Street - Per Specifications	5,790 sq. ft.	.5 acres	12	42.00	504.00
#0-4	Station 4, 2504 Cornell - Per Specifications	6,519 sq. ft.	1.4 acres	12	42.00	504.00
#0-5	Station 4, PPE Building, 2504 Cornell - Per Specifications	1,500 sq, ft.	N/A	12	42.00	504.00
#0-6	Station 5, 1101 Zenith - Per Specifications	6,519 sq. ft.	.5 acres	12	42.00	504.00
#0-7	Station 6, 3320 35th Street - Per Specifications	6,691 sq. ft.	.3 acres	12	42.00	504.00
#0-8	Station 7, 202 Slide Road - Per Specifications	7,400 sq. ft.	1.4 acres	12	42.00	504.00
#0-9	Station 8, 2120 50th Street - Per Specifications	4,373 sq. ft.	.25 acres	12	42.00	504.00
#0-10	Station 9, 4814 50th Street - Per Specifications	5,271 sq. ft.	.25 acres	12	42.00	504.00
#0-11	Station 10, 4810 MLK - Per Specification	4,813 sq. ft.	.5 acres	12	42.00	504.00
#0-12	Station 11, 6212 N. Walnut Ave. - Per Specifications	13,616 sq. ft.	.9 acres	12	42.00	504.00
#0-13	Station 12, 5202 79th Street - Per Specifications	7,546 sq. ft.	1 acre	12	42.00	504.00
#0-14	Station 13, 540 N. Fulton - Per Specifications	4,555 sq. ft.	.98 acres	12	42.00	504.00
#0-15	Station 14, 2402 96th Street - Per Specifications	4,555 sq. ft.	.5 acres	12	42.00	504.00
#0-16	Station 15, 8002 Venita - Per Specifications	7,400 sq. ft.	1.5 acres	12	42.00	504.00
#0-17	Station 16, 4030 114th Street- Per Specifications	9,700 sq. ft.	.25 acres	12	42.00	504.00
#0-18	Station 17, 3241 63rd Street - Per Specifications	7,800 sq. ft.	.2 acres	12	42.00	504.00
#0-19	Station 18, 6601 Oakridge Avenue - Per Specifications	9,700 sq. ft.	.25 acres	12	42.00	504.00
#0-20	Station 19, 5826 98th Street- Per Specifications	12,128 sq. ft.	1.87 acres	12	42.00	504.00
#0-21	Station 19, CPAT Building, 5826 98th Street- Per Specifications	3,600 sq. ft.	N/A	12	42.00	504.00
#0-22	Station 20, 3210 142nd Street - Per Specifications	15,483 sq. ft.	2.40 acres	12	42.00	504.00

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES_____ NO ✓_____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

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

SUBMISSION INFORMATION

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

THIS BID IS SUBMITTED BY PesTex Pest Control a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as Sole Proprietor of the City of Lubbock

Tax ID No.: 458-93-6147

Address: 5801-7th Street

City: Lubbock State: Tx Zip: 79416

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

Please complete the information below.

By K C Date: 6-30-2024

Authorized Representative - must sign by hand

Officer Name and Title: Kevin Coomer Owner

Business Telephone Number 806 778-3148 FAX: _____

E-mail Address: Kcoomer451@gmail.com

City of Lubbock
ITB 24-18122-YB
Pest Control for Fire Facility Locations
Draft Tab

					Gafford Pest Control Services, Inc.		PesTex Pest Control		Plunkett's Pest Control	
				Locations	Lubbock, TX		Lubbock, TX		Fridley, MN	
				Total Cost	$16,560.00		$11,964.00		$22,140.00	
		Approx. Square Footage (Interior) (+/-)	Approx. Acreage (Exterior) (+/-)	Months (A)	Unit Price (B)	Total Cost (A*B)	Unit Price (B)	Total Cost (A*B)	Unit Price (B)	Total Cost (A*B)
#0-1	Fire Complex, 1515 E. Ursuline - Per Specifications	73,766 sq. ft.	5.4 acres	12	200.00	2,400.00	115.00	1,380.00	162.00	1,944.00
#0-2	Station 1, 1906 Texas Ave. - Per Specifications	11,600 sq. ft.	.25 acres	12	90.00	1,080.00	42.00	504.00	108.00	1,296.00
#0-3	Station 3, 6420 25th Street - Per Specifications	5,790 sq. ft.	.5 acres	12	50.00	600.00	42.00	504.00	81.00	972.00
#0-4	Station 4, 2504 Cornell - Per Specifications	6,519 sq. ft.	1.4 acres	12	50.00	600.00	42.00	504.00	81.00	972.00
#0-5	Station 4, PPE Building, 2504 Cornell - Per Specifications	1,500 sq, ft.	N/A	12	30.00	360.00	42.00	504.00	36.00	432.00
#0-6	Station 5, 1101 Zenith - Per Specifications	6,519 sq. ft.	.5 acres	12	50.00	600.00	42.00	504.00	81.00	972.00
#0-7	Station 6, 3320 35th Street - Per Specifications	6,691 sq. ft.	.3 acres	12	50.00	600.00	42.00	504.00	81.00	972.00
#0-8	Station 7, 202 Slide Road - Per Specifications	7,400 sq. ft.	1.4 acres	12	50.00	600.00	42.00	504.00	81.00	972.00
#0-9	Station 8, 2120 50th Street - Per Specifications	4,373 sq. ft.	.25 acres	12	45.00	540.00	42.00	504.00	54.00	648.00
#0-10	Station 9, 4814 50th Street - Per Specifications	5,271 sq. ft.	.25 acres	12	50.00	600.00	42.00	504.00	81.00	972.00
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#0-12	Station 11, 6212 N. Walnut Ave. - Per Specifications	13,616 sq. ft.	.9 acres	12	90.00	1,080.00	42.00	504.00	108.00	1,296.00
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#0-21	Station 19, CPAT Building, 5826 98th Street- Per Specifications	3,600 sq. ft.	N/A	12	45.00	540.00	42.00	504.00	54.00	648.00
#0-22	Station 20, 3210 142nd Street - Per Specifications	15,483 sq. ft.	2.40 acres	12	95.00	1,140.00	42.00	504.00	108.00	1,296.00

This is a draft tabulation. Entries are as recorded during bid opening, may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses.

Purchasing and Contract Management

Project Summary

ITB 24-18122-YB
Pest Control for Fire Facility Locations

Notice was published in the Lubbock Avalanche Journal on June 16 & June 23, 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 June 14 to July 02, 2024.
22 vendors downloaded the documents using Bonfire.com.
5 vendors were notified separately.
3 vendors submitted bids.

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing a joint election(s) with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units, for said joint election(s), through September 30, 2025.

Item Summary

Chapter 271 of the Texas Election Code provides for joint elections when an election is required on the same day by two or more political subdivisions occupying all or a part of the same territory. The City of Lubbock desires to contract with the Lubbock County Elections Office for election services for City elections. Other local political subdivisions within Lubbock County are also conducting elections on the same day and are also contracting with the Lubbock County Elections Office for election services.

Fiscal Impact

$350,000 has been requested to be appropriated in the FY 2024-25 Operating Budget (pending City Council approval) for any special elections during that fiscal year.

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

Resolution - Election Contract
Contract - Election Services

RESOLUTION

WHEREAS, Chapter 31, Subchapter D, of the Texas Election Code authorizes the governing body of a political subdivision to contract with a County for the County's election officer's services for election services in an election ordered by the political subdivision; and

WHEREAS, Chapter 271 of the Texas Election Code provides for joint elections when an election is required upon the same day by two or more political subdivisions occupying all or part of the same county; and

WHEREAS, the City of Lubbock desires to contract with the Lubbock County election officer for election services for any City elections to be held through **September 30, 2025**; and

WHEREAS, several other political subdivisions within Lubbock County may also conduct elections on the same uniform date and may also have contracted with Lubbock County for the County election officer's services; and

WHEREAS, the City of Lubbock desires to conduct joint elections whenever possible with Lubbock County or with such governmental units of Lubbock County as are eligible and desire to conduct a joint election with the City of Lubbock as expressed by order, resolution or other official action for each particular uniform election date during the term of the contract; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor to execute the attached Contract for Election Services and any associated documents with Lubbock County for election services through **September 30, 2025**; and

THAT "associated documents" include the Appointment of Bilingual Election Clerks and the list of Judges and Alternate Judges for Election Day, **November 5, 2024**.

THAT the said Contract for Elections Services shall be deemed a joint election agreement authorized by this Resolution with Lubbock County and those governmental units within Lubbock County that have executed a similar Contract for Election Services; that occupy all or part of the same county as the City of Lubbock; that are conducting elections on the same uniform election dates; and that desire and are eligible to conduct a joint elections with the City of Lubbock; and

THAT the City Secretary is hereby authorized and directed to make any necessary changes to the Election Notice/Order exhibits or otherwise to take such actions as may be necessary to carry out the purposes of this Resolution.

THAT the use of Countywide Polling Places (Vote Centers) is hereby authorized for elections held on the uniform election date and any associated run-off elections, in accordance with State law; and

THAT the City Secretary is hereby authorized and directed to make any necessary changes to the Election Notice/Order exhibits or otherwise to take such actions as may be necessary to carry out the purposes of this Resolution.

Passed by the City Council on _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Courtney Paz, City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY, TEXAS FOR ALL JOINT ELECTIONS IN LUBBOCK COUNTY FISCAL YEAR 2025

THIS CONTRACT made by and between LUBBOCK COUNTY, TEXAS, acting by and through Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, hereinafter referred to as "The Elections Administrator" (who has been duly qualified and bonded as provided for under law) and City of Lubbock, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the "Entity" and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity's elections held during Lubbock County's Fiscal Year, October 1, 2024, through September 30, 2025. The Entity joins with any such other governmental units as are eligible and desire to conduct a joint election, as may be expressed by order, resolution or other official action of each of the governmental units. In the case of an Entity which is a school district, a joint election will be conducted with one or more municipalities, and/or with Lubbock County, Texas, in compliance with the requirements for school districts set forth in Chapter 11, Subchapter C, Section 11.01, of the Texas Education Code.

RECITALS

Any elections held by the entity will be at the expense of the entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entity's jurisdiction.

The election precincts of the Entity, which lie within the jurisdictional limits of Lubbock County (the "County"), have been established and may be re-established by the Entity as its election precincts pursuant to Section 42.061 of the Texas Election Code.

The County owns the Hart InterCivic Verity Duo Version 2.5 Voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and the Entity desires to use the County's electronic voting system in its election and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Lubbock County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all relevant law, codes, rules and regulations, including, without limitations, those functions set forth in

Exhibit A. The Entity agrees to pay the Lubbock County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Contract. The Lubbock County Elections Administrator shall serve as the administrator for the election; however, the Entity shall remain responsible for the lawful conduct of its election as regards those functions reserved to the Entity set forth in **Exhibit A**, as regards such additional administrative functions as the Entity may otherwise undertake to perform, and any functions which cannot be lawfully delegated to the Lubbock County Elections Administrator. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity; however, it shall be the responsibility of the Entity to obtain whatever legal opinion(s) it deems necessary, from the Entity's chosen legal counsel and at the Entity's sole cost and expense. The Lubbock County Elections Administrator will not provide legal advice to the Entity.

II. LEGAL DOCUMENTS

The Entity shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the Entity; however, the Lubbock County Elections Administrator will provide assistance if requested. The Entity shall provide a copy of its election order and notice to the Lubbock County Elections Administrator no later than eighty (80) days prior to Election Day.

III. VOTING LOCATIONS

It is agreed that Election Day voting shall be held at the locations shown in the Election Order and Notice duly adopted by the Entity. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

This Contract shall be deemed an agreement for a joint election with other governmental units in Lubbock County holding an election on the same day in all or part of the same territory and whose governing bodies have authorized said joint election by order, resolution, or other official action.

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

Lubbock County shall be responsible, on behalf of the Entity, for the initial selection of the presiding election judges and alternate election judges for the Entity's election. The Elections

Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be appointed by the Entity as required by law.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Entity's election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick-up their election supplies. Each presiding election judge will be sent a letter (not later than the 15th day before election day, as required by Section 4.007 of the Texas Election Code) by the Elections Administrator notifying him/ her of his/her appointment, the time and location of distribution of election supplies, and the number of election clerks that the presiding judge may appoint, including the required number of bilingual clerks.

For any uniform election, the Entity will be charged $15.00 an hour for each hour worked by the Presiding Election Judge and $13.00 an hour for each hour worked by each Alternate Judge and Election Clerk, or at the rate set by the Lubbock County Commissioners Court, which is current at the time of the election, whichever is higher. The Entity will be charged an additional $25.00 flat rate compensation to each Election Judge for returning the supplies, the Judge's Verity Duo Scanner, and voted thermal paper ballots to the Central Counting Station after the polls close on Election Day. For any party-based election, the Entity will be charged $15.00 an hour for each hour worked by the Presiding Election Judge and $15.00 an hour for each hour worked by each Alternate Judge and $13.00 an hour worked by each Election Clerk, or at the rate set by the Lubbock County Commissioners Court, which is current at the time of the election, whichever is higher. The Entity will be charged an additional $25.00 flat rate compensation to each Election Judge for both picking up and returning the supplies, the Judge's Verity Duo Scanner, and voted thermal paper ballots to the Central Counting Station after the polls close on Election Day. The total fee charged is $50 per each Election Day location. The Entity will be charged $15.00 per hour for each hour worked by the Phone Bank Technical Assistant, $14.00 per hour for each hour worked by the Phone Bank Elections Assistant, and $14.00 per hour for each hour worked by the Phone Bank Public Assistant. The Entity will be charged $15.00 per hour for each hour worked by each Troubleshooter, plus mileage at the rate adopted by the Lubbock County Commissioner's Court, currently $.67 for each mile traveled by each Early Voting Troubleshooter as per the IRS Notice 2023-239.

The Entity will be charged $15.00 per hour for each hour worked by each Deputy Early Voting Clerk (Lead Clerk). For party-based elections, there will be two lead clerks. The Entity will be charged $13.00 per hour for each hour worked by each Deputy Early Voting Alternate Lead Clerk and Clerks. If the Lubbock County Commissioners Court authorizes an increase in pay for either clerk, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. The Entity will be charged $15.00 per hour for each hour worked by the Phone Bank Technical Assistant, $14.00 per hour for each hour worked by the Phone Bank Elections Assistant, and $14.00 per hour for each hour worked by the Phone Bank Public Assistant. The Entity will be

charged $15.00 per hour for each hour worked by each Troubleshooter, plus mileage at the rate adopted by the Lubbock County Commissioner's Court, currently $.67 for each mile traveled by each Early Voting Troubleshooter as per the IRS Notice 2023-239.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. For any uniform election, the Entity will be charged $15.00 per hour for each hour worked by the Early Voting Ballot Board Judge and $13.00 per hour for each hour worked by the Early Voting Ballot Board Alternate Judge and Clerks. The Entity will be charged $15.00 per hour for each hour worked by the Central Count Judge and $13.00 per hour for each hour worked by the Central Count Alternate Judge. For any party-based election, the Entity will be charged $15.00 per hour for each hour worked by the Early Voting Ballot Board Judge and the Early Voting Ballot Board Alternate Judge, and $13.00 per hour for each hour worked by the Clerks. Overtime will be charged for all positions. The Entity will be charged $15.00 per hour for each hour worked by both Central Count Judges appointed by each party. If the Lubbock County Commissioners Court authorizes an increase in pay for either the clerks or judges, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. The Entity will be billed $14.00 per hour for each hour worked by part-time personnel working in support of the Central Counting Station on election night. Part-time personnel working in support of the Central Counting Station on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

The Entity will be charged $10.00 for each hour of training for all election workers (including Judges, Alternate Judges, Clerks, Phone Bank Operators and Troubleshooters.) The Entity will be charged for temporary personnel employed to conduct training classes at an hourly rate of $15.00 per hour for each hour worked by the Lead Trainer and the Assistant Trainers.

The Entity will be charged a time-and-half rate based on the hourly rate of all election workers/temporary workers employed in the positions specified above for any overtime worked in connection with any election covered under this Contract.

The Entity will be charged a time-and-half rate based on the hourly rate of Lubbock County employees for any overtime worked to deliver, set up and pickup voting equipment, as well as the Logic and Accuracy Testing. The Entity will also be charged mileage at a rate, as set by Lubbock County Commissioners, for Lubbock County employees who must use their personal vehicles to deliver, set up and pick-up voting equipment and supplies.

It is always agreed by the Entity that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of Lubbock County or the Entity. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel to be an employee or agent of the County or the Entity, and all election personnel shall be entitled to none of the rights,

privileges, or benefits of County employees or Entity employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the Entity, unless considered a County or Entity employee as determined by the policies of Lubbock County or the Entity.

The hourly rates for the above listed categories of contractors and election workers will be determined following the conclusion of the current solicitation for temporary election workers, a process currently being completed by Lubbock County consistent with the provisions of the Texas Government Code. The price list for the provision of these services and all other contract fees consistent with Texas Election Code Sections 271 and 31.100 is attached as **Exhibit B** and incorporated herein by reference. The price list is subject to change based on action by the Lubbock County Commissioners Court.

V. SUPPLIES AND PRINTING

The Elections Administrator shall arrange for the use of the direct recording electronic voting machines and supporting supplies and equipment and all other election supplies and related printing including, but not limited to, official ballots, sample ballots, ballot boxes, voter registration lists, and all forms, signs, maps, and other materials used by the election workers at the Early Voting and Election Day voting locations. The fee list associated with these materials consistent with Texas Election Code Section 123 and Section 31 is attached as Exhibit B and incorporated herein by reference.

The Entity shall furnish to the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Elections Administrator as soon as possible after the Entity has determined ballot positions. The Entity shall be responsible for proofreading and approving the official ballot before printing as well as approving the ballot screen prompts and audio recordings for the Direct Recording Electronic voting devices in both English and Spanish.

VI. EARLY VOTING

The Entity agrees that the Election Administrator shall serve as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code and agrees to designate the Office of the Elections Administrator, 1308 Crickets, Lubbock Texas, as the main Early Voting polling location. The Entity also agrees that the Elections Administrator's permanent county employees, during regular office hours, shall serve as deputy early voting clerks who shall serve without additional compensation; and that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the locations, times and days shown in the Election Order and Notice duly adopted by the Entity. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Entity shall be forwarded immediately to the Elections Administrator for processing.

The Elections Administrator shall provide the Entity with a copy of the early voting report of how many voters checked-in at the polls on a daily basis and a cumulative final early voting report following the election. The Entity will be responsible for releasing any early voting report numbers to Officials of the Entity. The Entity will also be responsible for releasing early voting report numbers to the general public and candidates of the Entity, if requested. The Elections Administrator will be responsible to release the number of people who check-in at the polls each day of early voting to the media. The Elections Administrator will be responsible for posting the daily early voting rosters in person and by mail pursuant to Section 87.121 of the Texas Election Code

The Elections Administrator and the Entity will comply with all lawful requests for the release of public information.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board and, if needed, a Signature Verification Committee shall be created to process early voting results from the Entity's election. For the November election, the county chair of the political party whose candidate for governor received the highest number of votes in the county in the 2022 gubernatorial election shall appoint the Presiding Judge of the Early Voting Ballot Board. The county chair of the political party whose candidate for governor received the second highest number of votes in the county in the 2022 gubernatorial election shall appoint the Alternate Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots. For any uniform election, the Entity will be charged **$15.00** per hour for each hour worked by the Early Voting Ballot Board Judge and if needed, **$15.00** per hour plus markup for the Signature Verification Committee Judge as referenced in Exhibit B attached hereto. The Entity will be charged **$13.00** per hour for each of the other members of the Early Voting Ballot Board and Signature Verification Committee, as referenced in Exhibit B attached hereto. For any party-based election, the Entity will be charged **$15.00** per hour for each hour worked by the Early Voting Ballot Board Judge and if needed, **$15.00** per hour plus markup for the Signature Verification Committee Judge and Signature Verification Committee Alternate Judge as referenced in Exhibit B attached hereto. The Entity will be charged **$13.00** per hour for each of

the other members of the Early Voting Ballot Board and Signature Verification Committee, as referenced in Exhibit B attached hereto. If the Lubbock County Commissioners Court authorizes an increase in pay for any judge or member of the Early Voting Ballot Board and Signature Committee, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Entity hereby appoints the following central counting station officials (or their duly appointed designee) in accordance with Sections 127.002 and 127.005 of the Texas Election Code:

Counting Station Manager:	Roxzine Stinson, Elections Administrator
Tabulation Supervisor:	Kristen Phelps, Chief Deputy, Elections
Assistant Tabulation Supervisor:	Karyn Cruz

Pursuant to Sec. 32.002 and 127.005, for the November election, the County Chairs of the political parties whose candidate for governor received the highest and second highest number of votes in the county in the 2022 gubernatorial election will submit the names of persons who are eligible to serve as the Central County Station Presiding Judge and the Alternate Judge to the Commissioners Court. The Commissioners Court must appoint the person who's name appears at the top of the list submitted by the political party who's gubernatorial candidate received the most votes in the 2022 election in the county to be Presiding Judge and the person whose name appears at the top of the list submitted by the political party whose gubernatorial candidate received the second most votes in the 2022 election in the county to be the Alternate Judge.

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as vote centers report to the Central Counting Station as they are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and vote center returns from the election to the Entity, prior to posting to the Elections Office website. Election results will be posted to the Elections Office web page located at www.votelubbock.org

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Entity as soon as possible after all returns have been tabulated. In any event, the Elections Administrator will deliver a copy of the unofficial canvass to the Entity no later than 5:00 p.m. of the seventh day following the election date. The Entity shall be responsible for the official canvass of its election.

The Elections Administrator shall be responsible for conducting the post-election Partial Manual Recount required by Section 127.201 of the Texas Election Code, unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the Entity and the Secretary of State's Office.

With the assistance of the Elections Administrator, the Presiding Judge of the Central Counting Station shall provide and attest to a written reconciliation of votes and voters at the close of tabulation for election day and again after the central counting station meets for the last time to process late-arriving ballots by mail and provisional ballot. TEC Sec. 127.131(f). The form shall be posted on the Lubbock County website, www.votelubbock.org, along with election returns and results as prescribed by TEC Sec. 127.131(f).

IX. ELECTION EXPENSE AND ALLOCATION OF COSTS

Any elections held by the Entity will be at the expense of the Entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entity's jurisdiction. The Entity agrees to reimburse Lubbock County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity agrees to reimburse Lubbock County for overtime wages and benefits paid to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of Lubbock County in accordance with Section 31.100(e) of the Texas Election Code. The Entity further agrees to pay Lubbock County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The Entity is fully liable for any expenses incurred by Lubbock County on behalf of the Entity plus an administrative fee of ten percent (10%) of such expenses should the Entity cancel its election for this or any reason. Any monies deposited with Lubbock County by the Entity shall be refunded, minus the aforementioned expenses and administrative fee, if applicable, pursuant to Section 31.100(d) of the Texas Election Code.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the election as authorized by Section 31.096 of the Texas Election Code.

Access to the election records shall be available to the Entity as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the Lubbock County Records Center, who shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. **It is the responsibility of the Entity to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Entity.**

The Elections Administrator shall notify the Entity of the planned destruction of any records of the election prior to the records' destruction.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Chief Deputy shall serve as Recount Supervisor and the official of the Entity performing the duties of a secretary under the Texas Election Code, or its lawful designee, shall serve as Recount Coordinator unless otherwise required by state law.

The Elections Administrator agrees to provide advisory services to the Entity as necessary to conduct a proper recount.

XIII. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Elections Administrator will secure adequate polling places, rent free if available; and will ensure that the polling places comply with current accessibility standards as set forth in the Americans With Disabilities Act as well as any state or local laws or ordinances.

XIV. MISCELLANEOUS PROVISIONS

It is understood that, to the extent space is available, other political subdivisions may wish to participate in the use of the County's election equipment, and it is agreed that the Elections Administrator may contract with such other political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

The Elections Administrator shall file copies of this document with the Lubbock County Treasurer and the Lubbock County Auditor in accordance with Section 31.099 of the Texas Elections Code.

In the event that legal action is filed challenging the Entity's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of the Entity resulted in legal action against Lubbock County or the Lubbock County Elections Administrator or any additional election personnel, then the Entity shall provide, at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, the Election Administrator or another Entity participating in the election has precipitated such legal action. Likewise, if it is determined that the actions of Lubbock County or the Lubbock County Elections Administrator or any additional election personnel engaged by the County resulted in legal action against the Entity, then Lubbock County shall provide, at its own expense, legal representation for the Entity as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the Entity or another Entity participating in the election has precipitated such legal action.

The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Lubbock County, Texas.

In the event one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

XV. FINANCIAL OBLIGATION AND PAYMENT

The Entity agrees it is obligated to pay to Lubbock County all of the Entity's joint election charges, fees, expenses, and costs as set forth under the terms of this Contract, with the exact amount of the Entity's financial obligation under the terms of this Contract to be timely calculated after the joint election. The Lubbock County Elections Administrator agrees to timely provide an invoice of said financial obligation to the Entity following the joint election, and the Entity further agrees it shall pay to Lubbock County the balance due as soon as possible but not later than thirty (30) days after receipt of the invoice. In the event that the Entity disputes any portion of the charges, fees, expenses, and costs payable under this Contract, the Entity agrees to promptly pay the undisputed amounts when due.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _____ day of _____, 2024, been executed on behalf of Lubbock County by the Elections Administrator pursuant to the Texas Election Code, so authorizing;

(2) It has on the _____ day of _____, 2024, been executed on behalf of the Entity by its Mayor, pursuant to the authority of the City Council , so authorizing;

FOR City of Lubbock ("THE ENTITY"):

_____
Mark W. McBrayer, Mayor

ATTEST:

_____
Courtney Paz
City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims
Deputy City Attorney

==========

FOR LUBBOCK COUNTY:

CONTRACTING OFFICER

_____
Roxzine Stinson
Elections Administrator

APPROVED AS TO FORM:

_____
Jennifer Irlbeck
Assistant Criminal District Attorney,
Civil Division

Lubbock County Election Services Contract
EXHIBIT A
Responsibilities of the Parties

I. Early Voting

A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall provide a list for presentation to the governing body of each Entity, containing a list of places, times and dates of early voting suitable for adoption by the governing body in accordance with Texas Election Code Chapter 85.

2. The Regular Early Voting Clerk for Lubbock County, Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, shall also serve as the Joint Early Voting Clerk for all joint elections. The Joint Early Voting Clerk will be responsible for the conduct of early voting by main and by personal appearance for all Lubbock County voters voting in the Joint Elections. The Joint Early Voting Clerk shall receive from each entity any applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the joint early voting locations.

3. The Elections Administrator, Roxzine Stinson, shall serve as the Joint Elections Officer in her capacity as Elections Administrator. The Joint Elections Officer will determine the number of election workers to hire to conduct early voting in the Joint Election. The Joint Election Officer will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the Joint Elections. The training of said election workers is mandatory; these individuals will be compensated for their time in training. The Elections Administrator will provide a training facility where election schools will be conducted to train election workers in employed in the conduct of early voting, including early voting by personal appearance at the main and all temporary branch early voting polling places, early voting by mail and other aspects of the early voting program for the Joint Elections. The Elections Administrator will name early voting deputies and clerks employed in the conduct of early voting.

4. The Elections Administrator will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Election, including but not limited to ballots, election forms, and necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The Elections Administrator will designate and confirm all early voting polling place locations.

5. The Elections Administrator will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The Elections Administrator shall perform all tests of voting equipment as required but not limited to posting notice of equipment testing.

6. Pursuant to Sections 66.058 and 271.010 of the Election Code, the Entities appoint Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, as Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period for preservation required by the Election Code.

7. The Elections Administrator will receive ballot language in both English and Spanish from each participating Entity and format the ballots as needed to include said language. The County will provide each participating Entity with a final proof of ballot language for approval prior to the Logic and Accuracy Testing and the printing of ballots. Upon final approval, ballots shall be printed in an expedited timeframe so as to allow time for mailing of ballots for the Early Voting by Mail Program as required by the federal guidelines.

8. Sign language interpreters will be provided at one location on each Tuesday of early voting. The sign language interpreters will be at the United Supermarket located at 2703 82nd Street, Lubbock, Texas, 79423 (more commonly known as the 82nd and Boston location) from 8:00 a.m. until 2 p.m. on the first Tuesday of early voting and from 2 p.m. until 8 p.m. on the second Tuesday of early voting.

9. A single joint voter sign-in process consisting of a common list of registered voters and common signature rosters shall be used for early voting. A single, combined ballot and single provisional ballot box will be used. The Elections Administrator shall use Lubbock County's electronic voting system, as defined and described in Title 8 of the Texas Election Code, and agrees to use ballots that are compatible with such equipment.

10. The Elections Administrator will be responsible for the conduct of the Early Voting Ballot Board. The Elections Administrator shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board and shall provide that information to the governing body of each participating Entity for entry of an order or resolution by that authority appointing this official. The Presiding Judge and clerks shall constitute the Early Voting Ballot Board and shall count and return early voting ballots, and perform other duties set for such board in accordance with the Texas Election Code.

11. The Elections Administration will be responsible to send out the Writ of Elections to the Judge and Alternate Judge for each polling location.

B. Responsibilities of Participating Entities:

1. The participating Entities hereby appoint Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, as the Joint Elections Officer to perform or supervise the performance of the duties and responsibilities of Lubbock County involved in conducting the Joint Elections covered by this Contract.

2. Each of the Entities agrees to conduct its early voting jointly. Each of the Entities hereby appoints Roxzine Stinson, in her capacity as Elections Administrator and Early Voting Clerk for Lubbock County, as the Joint Early Voting Clerk for the Joint elections. Early voting for

the Entities shall be conducted at the dates, times and locations to be mutually agreed upon by the Joint Election Officer and authorized and ordered by the governing body of each participating Entity.

3. Each participating Entity will provide ballot language for their respective portion of the official ballot to the Elections Administrator in both English and Spanish. The Elections Administrator can assist with translations of orders, notices and ballot language with the actual cost being billed to the Entity. Any additions, modifications, deletions, or other changes to such ballot contents of language must be made by the Entity prior to the final proof approval by the Entity. The Elections Administrator will provide the participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations.

4. The City Secretary for the City of Lubbock works directly with the City of Lubbock candidates, and will work with the candidates to appear at the Elections Office to proof the ballot.

5. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will appear at the Elections Office to proof the ballot on behalf of the Entity.

6. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will be responsible for attending and participating in the Public Logic and Accuracy Testing of the ballot (as required by the Election Code). The Elections Administrator will contact the designated representative(s) with the date and time of such testing.

7. Each Entity is responsible to post the Entity's own Election Notices and Election Orders pursuant to Sections 1.006 and 4.003(b) of the Texas Election Code.

8. The Entity is responsible to provide the Elections Administrator all contact information of the decision-making person/persons for the Entity.

II. Election Day

A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall designate and confirm all Election Day Vote Center locations for the joint elections, and shall forward such information to the participating Entities in a timely fashion to allow the governing body of the respective participating Entities to enter orders designating such Vote Centers.

2. For November elections, county party chairs shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in each Vote Center. The Elections Administrator shall forward such information to the participating Entities to allow the governing bodies of the respective participating Entities to enter appropriate orders

designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be qualified voters of the Lubbock County Vote Centers in which the joint election is held. All Election Workers shall be compensated at the rate established hereafter by Lubbock County. Compensable hours shall be determined in accordance with the provisions of the Texas Election Code and other applicable laws.

3. One set of elections officials shall preside over the election in each of the Vote Centers used. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used in each Vote Center. A single, combined ballot and single provisional ballot box will be used. The officer designated by law to be the custodian of the voted ballots for Lubbock County shall be custodian of all materials used in common in the Vote Center where a common polling place is used. The Elections Administrator shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and agrees to use ballots that are compatible with such equipment.

4. The Elections Administrator will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all election workers. Training for all election workers is mandatory, and these individuals will be compensated for their time in training.

5. The Elections Administrator will arrange for Election Day voter registration lists for the Joint Elections. The County will determine the quantities of elections supplies needed for Election Day voting.

6. The Elections Administrator, by and through the Sheriff's Office, Maintenance, Road & Bridge, and Elections Office Departments of Lubbock County, will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.

7. The final returns for each participating Entity shall be canvassed separately by each respective Entity. The Custodian of Election Records for Lubbock County, Roxzine Stinson, in her capacity as Elections Administrator, shall maintain a Central Count Station on Election Day for the purpose of receiving returns for the participating Entities. The Elections Administrator or appointed staff will provide unofficial election results to the qualified individual appointed by each participating Entity.

8. On Election Day, the Joint Election Officer and/or the Elections Office Staff will field all questions from election workers through the phone bank personnel and troubleshooters.

9. The Elections Administrator shall make available, to voters who desire translation assistance, an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

B. Participating Entities Responsibilities:

1. Prior to Election Day, each participating Entity will answer questions from the public with

respect to the Entity's Election during the State's defined mandatory office hours.

III. Election Night

A. Elections Administrator Responsibilities:

1. The Elections Administrator holds responsibility for all activities on election night including, but not limited, to setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the support stations that are receiving substations for the Joint Elections, and coordination and management of media coverage of the election.

2. The Elections Administrator will arrange for the transportation of the voting equipment to the central counting station.

3. Pursuant to Sec. 32.002 and Sec. 127.005 of the Election Code, the County Chairs of the political parties whose candidate for governor received the highest and second highest number of votes in the county in the 2022 gubernatorial election will submit the names of persons eligible to serve as Presiding Judge and Alternate Presiding Judge of the Central County Station to the Commissioners Court. The Commissioners Court will appoint the the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary to receive sealed Judge's Verity Ballot Scanners and other election equipment, sealed provisional ballot boxes, and to perform other duties required by the Texas Election Code, and shall forward such information to each participating Entity in a timely fashion to allow the governing body of each Entity to enter appropriate orders designating such election officials prior to the election. In addition, the Elections Administrator shall appoint a Tabulation Supervisor and Assistant Tabulation Supervisor to be in charge of the operation of the automatic tabulating equipment at the Central Counting Station, an individual to serve as Central Counting Station Manager to be in charge of the overall administration of the Central Counting Station and the general supervision of the personnel working at the Central Counting Station, and shall forward such information to each participating Entity to enter appropriate orders designating such election officials prior to the election.

4. The Elections Administrator shall provide the participating Entities with reasonable space in a public area adjacent to the Central Counting Station at which each participating Entity may have representatives or other interested persons present during the counting process.

B. Entity Responsibility:

1. Other than receiving returns from the Elections Administrator, the participating Entities have no role or responsibility on the night of the election.

AI# 12760
Regular City Council Meeting
08/27/2024:

7. 1.

Information

Agenda Item

Board Appointments - City Secretary: Consider and take action on the appointment of the Chairperson and Vice-Chairperson for the Lubbock Water Advisory Commission.

Item Summary

As stated in Resolution No. 2009-R0198, "The City Council of the City of Lubbock shall designate the Chair and Vice-Chairperson from the appointed members of the Lubbock Water Advisory Commission." Jay House is the current Chair and Steve Verett is the current Vice-Chair. Jay House has served as Chair since 2023 and Steve Verett has served as Vice-Chair since 2023.

The Staff liaison is recommending Theodore Cleveland to be appointed as Chair and Jay House to be appointed as Vice-Chair.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 12761
Regular City Council Meeting
08/27/2024:

7. 2.

Information

Agenda Item

Board Appointment - City Secretary: Consider and take action on the appointment of the Chairperson for the Veterans Advisory Committee.

Item Summary

Pursuant to Resolution No. 2014-R0053, passed February 27, 2014, the Chairperson of the Veterans Advisory Committee is appointed by the City Council as a whole. Benny Guerrero is currently serving as Chairperson.

The staff liaison's recommendation is for Benny Guerrero to be reappointed as Chairperson of the Veterans Advisory Committee.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 12711
Regular City Council Meeting
08/27/2024:

7. 3.

Information

Agenda Item

Public Hearing - Planning (District 4): Consider a request for Zone Case 1067-G, a request of Helmos Interests LTD, for a zone change from Neighborhood Commercial District (NC) to Neighborhood Commercial District (NC) Specific Use for a smoke shop, at 6909, 6911, 6913, 6917, 6923, 6925, 6931, and 6951 Indiana Avenue, located east of Indiana Avenue and north of 70th Street, Liberty Village Addition, Lots 1 - 55 of Tract A, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on August 1, 2024, and recommended approval of the request by a vote of 7-1-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 1067-G
Staff Report 1067-G
Documentation 1067-G

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1067-G; A ZONING CHANGE FROM NC TO NC SPECIFIC USE FOR A SMOKE SHOP, AT 6909, 6911, 6913, 6917, 6923, 6925, 6931, AND 6951 INDIANA AVENUE, LOCATED EAST OF INDIANA AVENUE AND NORTH OF 70TH STREET, LIBERTY VILLAGE ADDITION, LOTS 1 - 55 OF TRACT A, LUBBOCK, TEXAS; SUBJECT TO REQUIREMENTS; 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. 1067-G

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **NC** to **NC Specific Use** for **a Smoke Shop,** at **6909, 6911, 6913, 6917, 6923, 6925, 6931, and 6951 Indiana Avenue, located east of Indiana Avenue and north of 70th Street, Liberty Village Addition, Lots 1 - 55 of Tract A**, City of Lubbock, Lubbock County, Texas, subject to requirements.

SUBJECT TO THE FOLLOWING REQUIREMENTS:

1. **THAT the Specific Use is limited to one smoke shop on the parcel to be located at 6913 Indiana Avenue.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 2023-O0054, as amended, including particularly, but not limited to, Section 39.07.012 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **NC** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 39.02.019 and Table 39.02.016-1 of Codified Zoning Ordinance No. 2023-O0054 on the property described as **6909, 6911, 6913, 6917, 6923, 6925, 6931, and 6951 Indiana Avenue, located east of Indiana Avenue and north of 70th Street, Liberty Village Addition, Lots 1 - 55 of Tract A**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC1067-G
August 1, 2024

Planning Department
City of Lubbock

Staff Report	Zone Case 1067-G
City Council Meeting	August 27, 2024

Applicant Helmos Interests LTD

Property Owner Helmos Interests LTD

Council District 4

Recommendations

- Staff recommends approval of the request with the following condition:
    1. That the Specific Use is limited to one smoke shop on the parcel.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into City limits.
- June 11, 1959, Zone Case 769, Ordinance No. 2813: The property was zoned Single-Family District (R-1).
- April 23, 1964, Zone Case 1067, Ordinance No. 4391: The property was rezoned from R-1 to Local Retail District (C-2) with conditions.
- September 11, 1969, Zone Case 1067-B, Ordinance No. 5734: The conditions approved with the prior zone change were amended.
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from C-2 to Neighborhood Commercial District (NC) with the adoption of the Unified Development Code.
- July 8, 2024, Zone Case 1067-G: The Planning and Zoning Commission recommended approval of a zone change from NC to NC Specific Use for a smoke shop by a vote of 7-1-0 with the following condition:
    1. That the Specific Use only be approved for the suite at 6913 Indiana Avenue.
- August 1, 2024, Zone Case 1067-G: The Planning and Zoning Commission recommended approval of a zone change from NC to NC Specific Use for a smoke shop by a vote of 7-1-0, with the following condition:
    1. That the Specific Use is limited to one smoke shop on the parcel to be located at 6913 Indiana Avenue.

Notification Summary

- Notifications Sent: 47
- Received In Favor: 1
- Received In Opposition: 4

Site Conditions and History

The subject properties were originally platted as Liberty Village Addition, Lots 1 -55 of Tract A on March 3, 1982. There is an existing retail shopping center occupying the properties, which was constructed on the property in 1991.

Adjacent Property Development

Properties to the north and east are developed with retail uses zoned Neighborhood Commercial District (NC). The property to the south is developed with a medical clinic zoned Auto-Urban Commercial District (AC). The properties to the west are developed with both duplexes zoned Medium Density Residential District (MDR) and retail uses zoned Neighborhood Commercial District (NC).

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 6909, 6911, 6913, 6917, 6923, 6931 and 6951 Indiana Avenue, located east of Indiana Avenue and north of 70th Street. The applicant requests a Specific Use for a smoke shop on property zoned Neighborhood Commercial District (NC).

Current zoning: **Neighborhood Commercial District (NC)**

Requested zoning: **Neighborhood Commercial District (NC) Specific Use for a smoke shop**

Intent Statements
The intent of the current 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 a Specific Use approval is "to ensure that a use that is generally deemed incompatible with permitted uses in a given zoning district can be considered for approval with certain conditions placed on the use as denoted in this Section [39.02.019]."

Traffic Network/Infrastructure Impacts
The property is located north of 70th Street, which is designated as a Local Street, and east of Indiana Avenue, which is designated as a Principal Arterial 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 provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development. The applicant is requesting the Specific Use to allow for a smoke shop.

Conformance with Zoning Ordinance
The proposed Specific Use 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 Specific Use, as it would not change the characteristics of the existing commercial development.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Photos
G. Application and Supporting Documentation
H. Notification Responses

Staff Contacts

Victoria Lewelling
Planner
Planning Department
806-775-2021
vlewelling@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 1067-G

Allowable Uses: Neighborhood Commercial District (NC)

Specific Use for a Smoke Shop

Transportation: The proposed development has points of access to Indiana Avenue and 70th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue, *Principal Arterial, Complete*	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
70th Street, Local Street, Complete	R.O.W. 60 feet, two-lane, undivided, paved	N/A

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

3.1 **Zone Case 1067-G**: Helmos Interests LTD, request for a zone change from Neighborhood Commercial District (NC) to Neighborhood Commercial District (NC) Specific Use for a smoke shop, at:

- 6909, 6911, 6913, 6917, 6923, 6925, 6931, and 6951 Indiana Avenue, located east of Indiana Avenue and north of 70th Street, Liberty Village Addition, Lots 1 - 55 of Tract A.

PLANNER VICTORIA LEWELLING gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT REPRESENTATIVE CARRIE HARRIS, 1101 Broadway, introduced herself as an attorney for the proponent.

ABDULA ALIHAIR, 2207 88th Street, gave comments about his smoke shop request and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

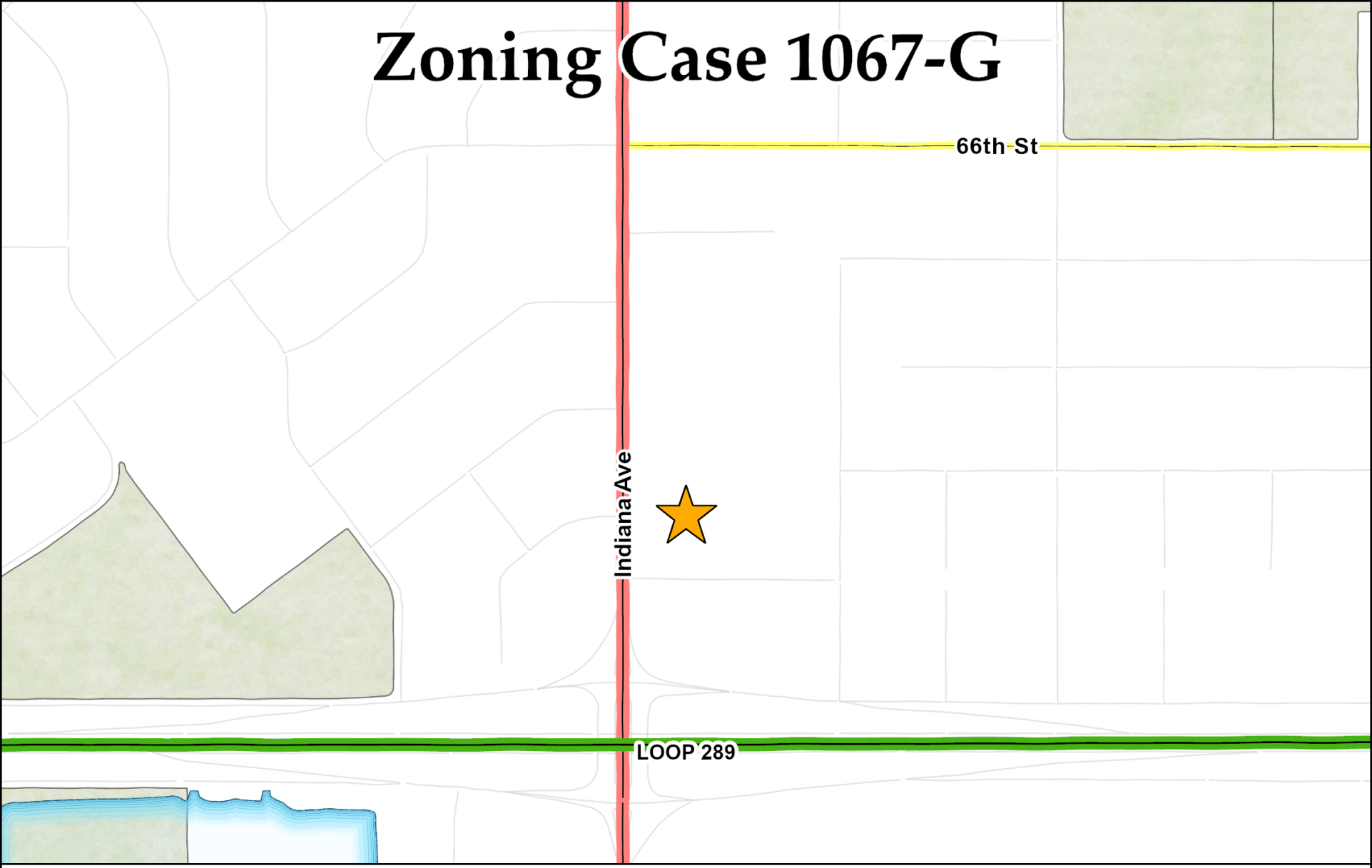
In the matter of **Zone Case 1067-G,** a motion was made by **SCOTT GLOYNA** and seconded by **SUSAN TOMLINSON** to approve the request with the following condition:

- That the Specific Use is limited to one smoke shop on the parcel to be located at 6913 Indiana Avenue.

The Commission voted 7 (in favor) to 1 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

BRANDON HARDAWAY cast the vote in opposition.

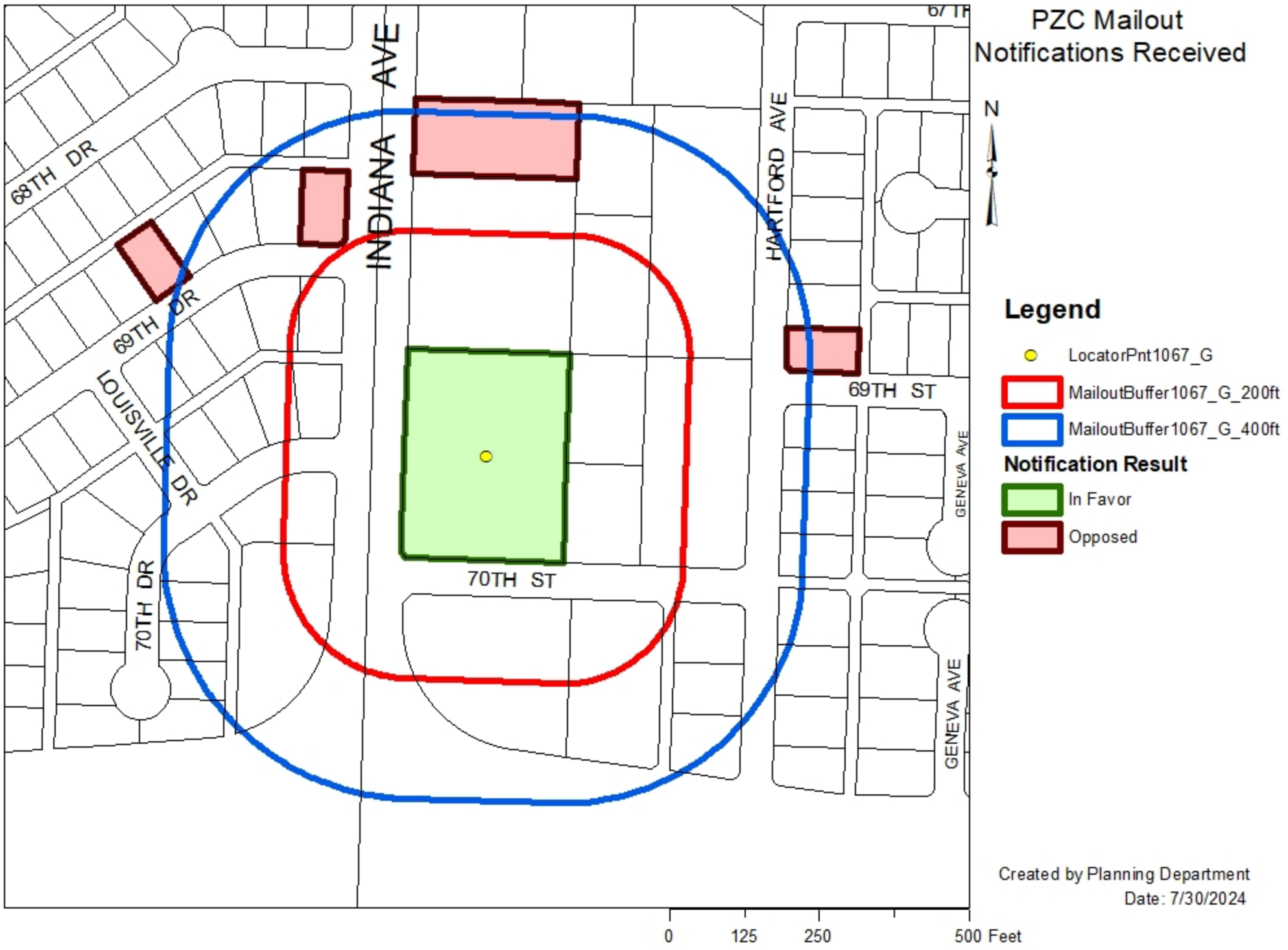
Zoning Case 1067-G



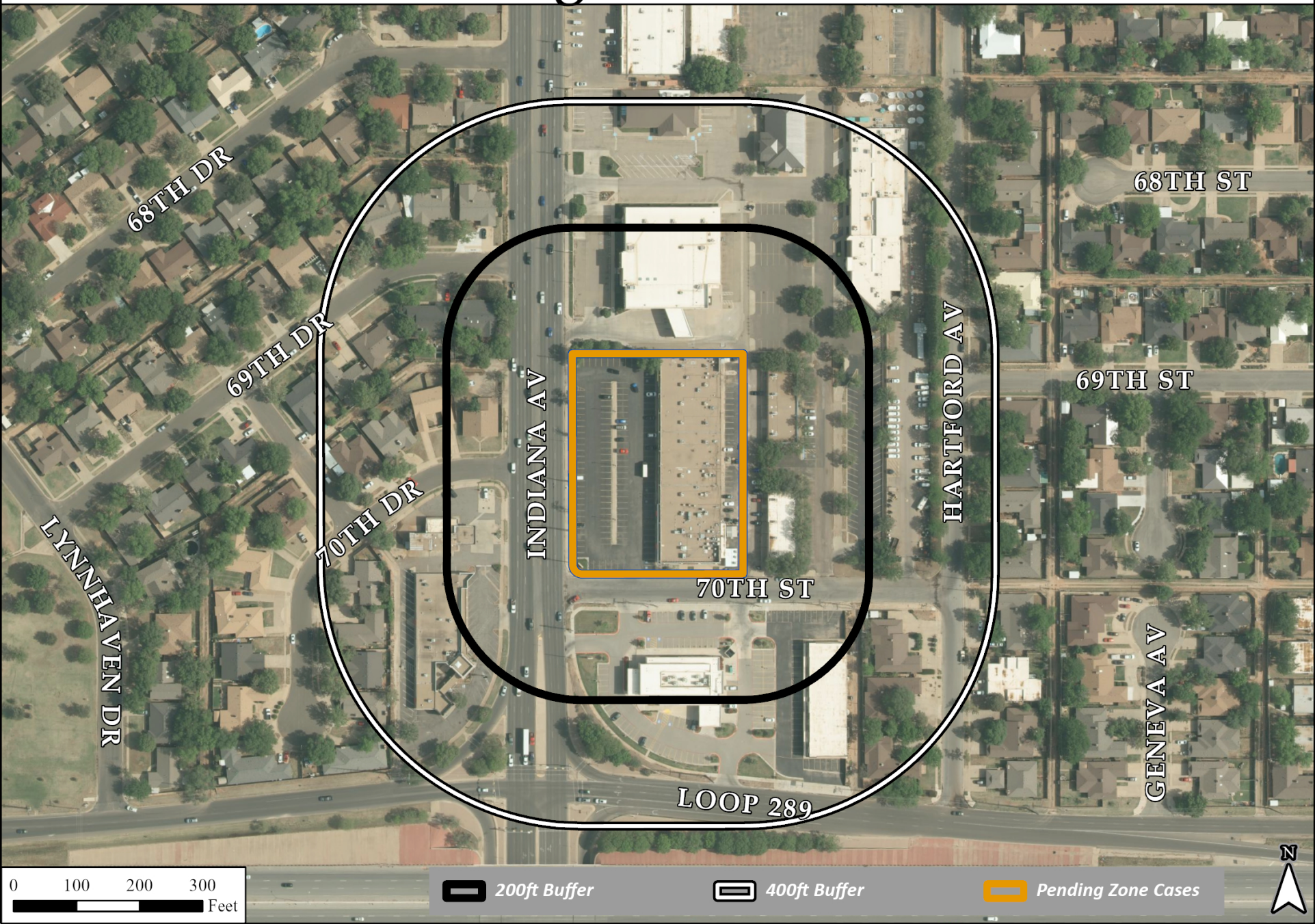
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

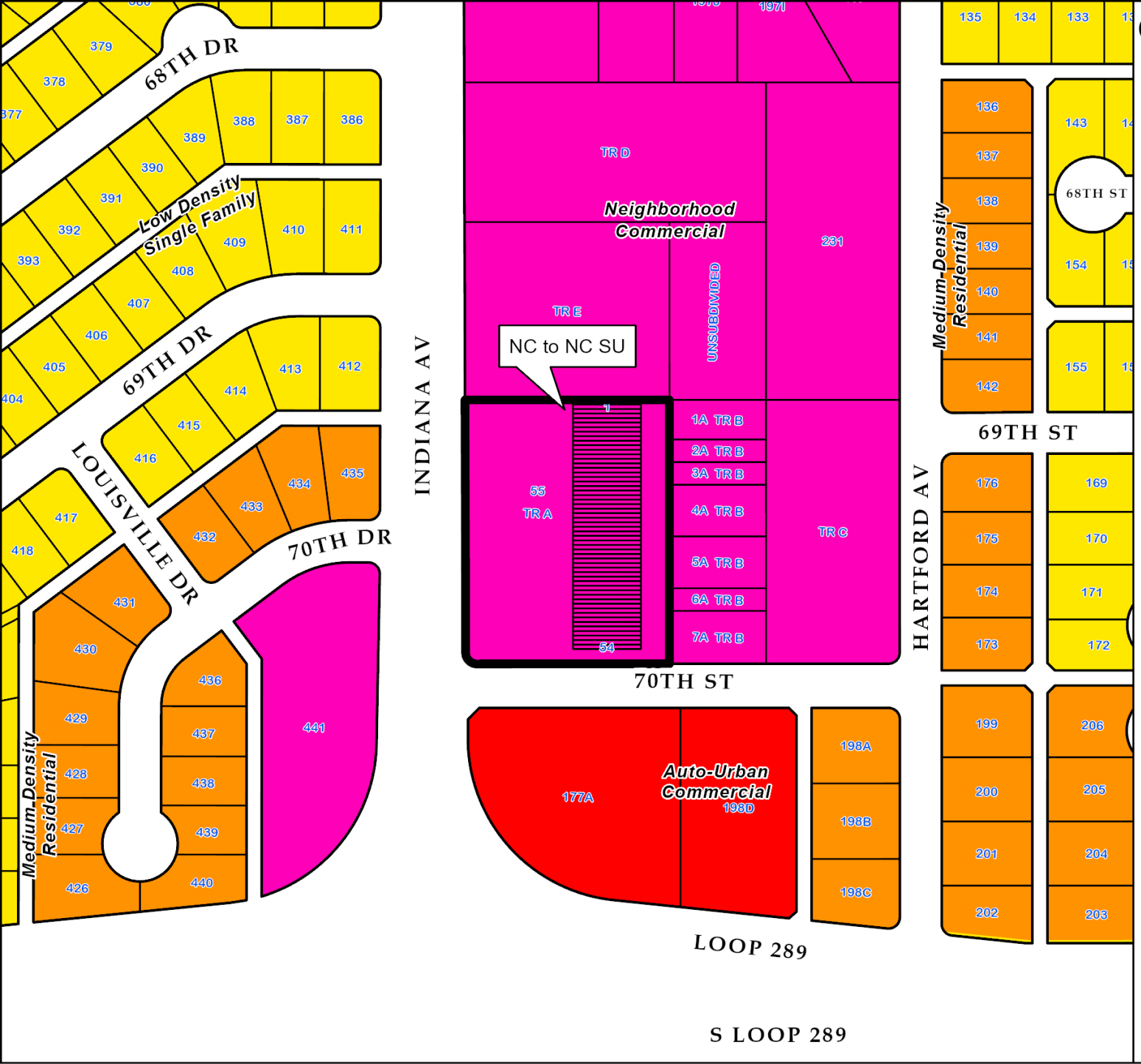
N
W E
S

Date Exported: June 2024


PZC Mailout
Notifications Received
N
Legend
LocatorPnt1067_G
MailoutBuffer1067_G_200ft
MailoutBuffer1067_G_400ft
Notification Result
In Favor
Opposed
INDIANA AVE
HARTFORD AVE
68TH DR
69TH DR
LOUISVILLE DR
70TH DR
69TH ST
70TH ST
GENEVA AVE
GENEVA AVE
Created by Planning Department
Date: 7/30/2024
0
125
250
500 Feet

Zoning Case 1067-G





Current Zoning
1067-G

Zoning Districts

- Auto-Urban Commercial (AC)
- Medium Density Residential (MDR)
- Neighborhood Commercial (NC)
- Low Density Single Family (SF-2)

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: June 2024

1067-G

View of subject property to the east.

View to the south.

View to the west.

View to the north.

Authentisign ID: AB6D87BF-0C1E-EF11-86D2-000D3A8F026D

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6909 - 6951 Indiana

Lots/Tracts: _____

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____

Existing Land Use: Commercial Retail Existing Zoning: Neighborhood Commercial

Requested Zoning: _____

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

Owner Information

Firm Name: HELMOS INTERESTS LTD

Owner: George Malouf

Address: 6923 Indiana Ave #297 City: Lubbock State: Texas

ZIP Code: 79413 Telephone: 806-236-5186 Email: ghmalouf@gmail.com

Property Owner's Signature: George Malouf

Date: 05/29/24 Printed Name: George Malouf

Preparer Information

Preparer's Signature: Authentisign Aziz Panjwani

Date: 05/30/24 Printed Name: Aziz Panjwani

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1067-G***

In Favor V

Opposed ____

Reasons and/or Comments:

Print Name GEORGE MALOUF

Signature: George Malouf

Address: 6923 INDIANA AVE. BOX 297

Address of Property Owned: 6909 INDIANA AVENUE

Phone Number: (806) 236-5186

Email: GHMALOUF@GMAIL.COM

Zone Case Number: **1067-G** R90965 Recipient 8 of 47
HELMOS INTERESTS LTD
6923 INDIANA AVE BOX 297
LUBBOCK TX 79413

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.:** ***1067-G***

In Favor ____

Opposed X

Reasons and/or Comments: We do not need any more Smoking Shops In our area. I believe that it would bring property values down. I would like to see other Businesses such as clothing Shop, Spa, nail Salon etc. that would bring traffic to the shopping Center. Unfortunately a Smoke Shop would sell CBD, Delta 8, Cigarettes etc. not contributing to Health or Wellness of our Community. As a RN Nurse I see first hand effects of our patients in our Community with smoking issues, Lung Disease or Psychosis from synthetic Marijuana. I feel this would Harm our neighborhood, decrease property value and contribute to negative outcomes

Print Name Belinda Gamboa & Mike Gamboa

Signature: [signature]

Address: 3402 69th Dr Lubbock TX

Address of Property Owned: 3402 69th Dr

Phone Number: 806 789-7774

Email: Belsusan@SbcGlobal.net

Zone Case Number: **1067-G** R33329

GAMBOA JOHN MICHAEL &
BELINDA S 3402 69TH DR
LUBBOCK TX 79413-6128

Recipient 26 of 47

RECEIVED
JUL 24 2024
BY: ____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1067-G***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name JASON WOODS

Signature: [signature]

Address: 12505 QUAKER AVENUE SUITE B LUBBOCK TX 79424

Address of Property Owned: 6801 INDIANA AVENUE LUBBOCK TX

Phone Number: 806-392-6458

Email: JASON@LONESTARMASONRY.COM

Zone Case Number: **1067-G** R104719 Recipient 11 of 47

BESPIN PROPERTIES LLC
12505 QUAKER AVE # B
LUBBOCK TX 79424-7743

RECEIVED
JUL 24 2024
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1067-G***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name KATHY KRILE

Signature: K. Krile

Address: 3410 69th DRIVE

Address of Property Owned: 3410 69th DRIVE

Phone Number: 806-577-5912

Email: kathy.krile@gmail.com

Zone Case Number: **1067-G** R33230
KRILE KATHY (TOD) & TOM (TOD)
3410 69TH DR
LUBBOCK TX 79413-6128

Recipient 3 of 47

RECEIVED
JUL 26 2024
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***1067-G***

In Favor ____

Opposed X

Reasons and/or Comments:

- TOO MUCH TRAFFIC & NOT ENOUGH PARKING WITH ORLANDO'S
- THIS WILL FORCE MORE PARKING DOWN TO 4th NEAR STARR
- WILL IMPEDE ACCESS TO HARTFORD AVE FOR RESIDENTS

Print Name WALKING C REALTY LLC

Signature: [signature]

Address: 10504 SAVANNAH AVE LBK 79424

Address of Property Owned: 6715 HARTFORD AVE 79413

Phone Number: 806-782-8983

Email: DonnaSue@REMAXLUBBOCK.com

Zone Case Number: **1067-G** R128432 Recipient 22 of 47

WALKING C REALTY LLC
10504 SAVANNAH AVE
LUBBOCK TX 79424-2135

RECEIVED
JUL 30 2024
BY: _____

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3303-D, a request of Steen Realty Group of Keller Williams for SE4NS Properties, LLC, for a zone change from Industrial Park District (IP) to Auto-Urban Commercial District (AC), at 11919 and 11923 Frankford Avenue, located east of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tracts B-1 and B-2, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on August 1, 2024, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3303-D
Staff Report 3303-D
Documentation 3303-D

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3303-D; A ZONING CHANGE FROM IP TO AC ZONING DISTRICT AT 11919 AND 11923 FRANKFORD AVENUE, LOCATED EAST OF FRANKFORD AVENUE AND SOUTH OF 119TH STREET, STONEWOOD INDUSTRIAL PARK ADDITION, TRACTS B-1 AND B-2, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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 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. 3303-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 **IP** to **AC** zoning district at **11919 and 11923 Frankford Avenue, located east of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tracts B-1 and B-2,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3303-D
August 1, 2024

Planning Department
City of Lubbock

Staff Report	Zone Case 3303-D
City Council Meeting	August 27, 2024

Applicant Steen Realty Group of Keller Williams

Property Owner SE4NS Properties LLC

Council District **5**

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- December 18, 2014, Ordinance No. 2014-O0150: The subject properties were annexed into City Limits and zoned Transition District (T).
- February 9, 2017, Zone Case 3303, Ordinance No. 2017-O0019: The properties were rezoned from (T) to Industrial Park (IDP).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from IDP to Industrial Park District (IP) with the adoption of the Unified Development Code.
- August 1, 2024, Zone Case 3303-D: The Planning and Zoning Commission recommended approval of a zone change from IP to Auto-Urban Commercial District (AC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 56
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject properties were originally platted August 7, 2019 as Stonewood Industrial Park Additon, Tract B. On August 27, 2021, the properties were replatted as Stonewood Industrial Park Addition, Tracts B-1 and B-2. Tract B-1 currently is developed with a commercial building, built in 2019, and Tract B-2 is currently vacant land.

Adjacent Property Development

The area to the west of the subject properties is zoned Low Density Single-Family Distirct (SF-2) and developed with residential housing. The area to the east is zoned Medium Density Residential District (MDR) and developed with residential duplex housing. The vacant land to the south is zoned Auto-Urban Commercial District (AC), and the IP zoned property is developed with a commercial building. To the north is IP zoned land developed with commercial properties.

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 11919 and 11923 Frankford Avenue, located east of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tracts B-1 and B-2. 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 settings."

The purpose of the Auto-Urban Commercial District "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 are already being developed as commercial properties, making this location appropriate for AC zoning.

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
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3303-D

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

3.3 **Zone Case 3303-D:** Steen Realty Group of Keller Williams for SE4NS Properties, LLC, request for a zone change from Industrial Park District (IP) to Auto-Urban Commercial District (AC), at:

- 11919 and 11923 Frankford Avenue, located east of Frankford Avenue and south of 119th Street, Stonewood Industrial Park Addition, Tracts B-1 and B-2.

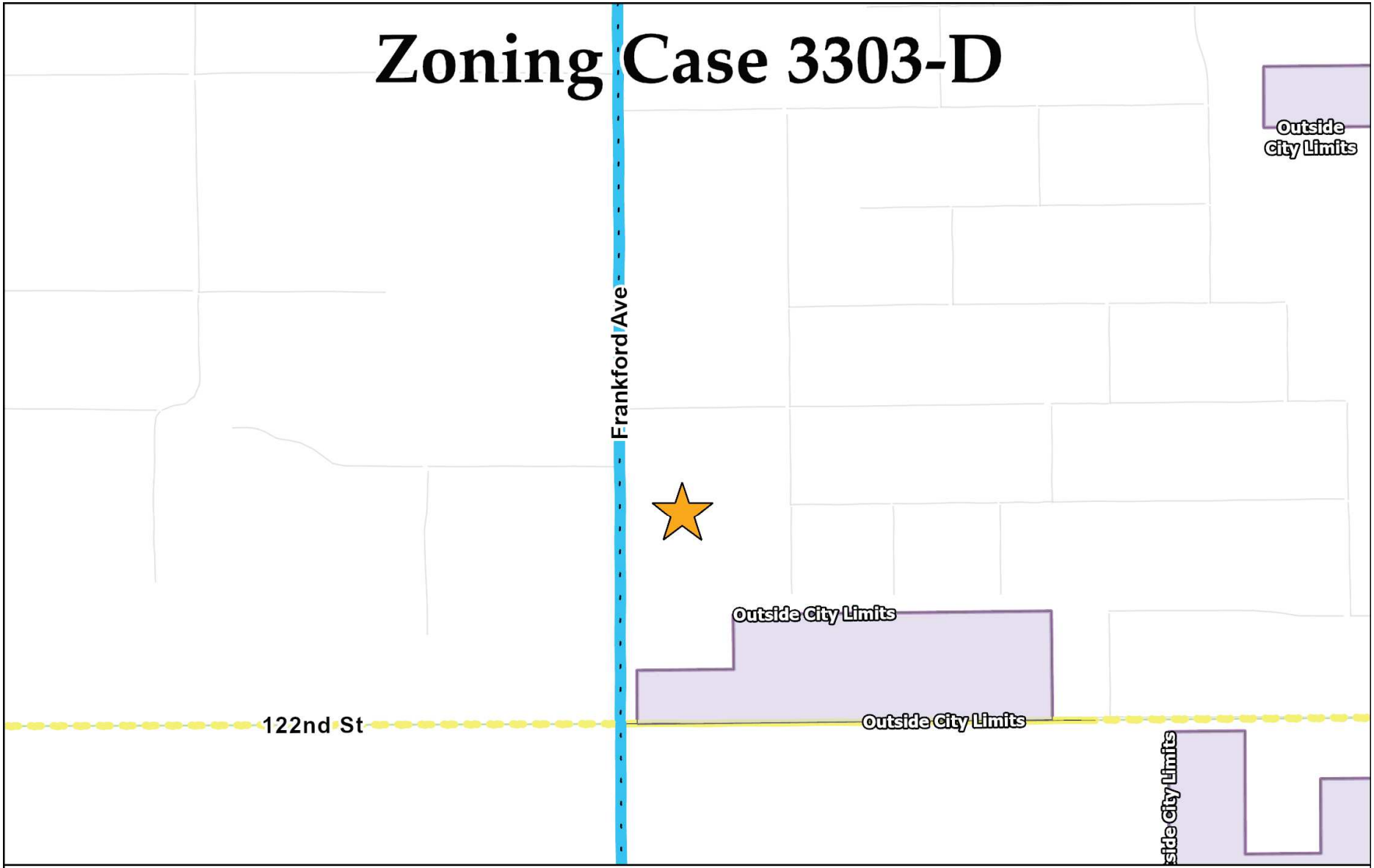
PLANNER GREG HERNANDEZ gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT JEREMY STEEN, 10210 Quaker Avenue, gave comments and answered questions from the Commission.

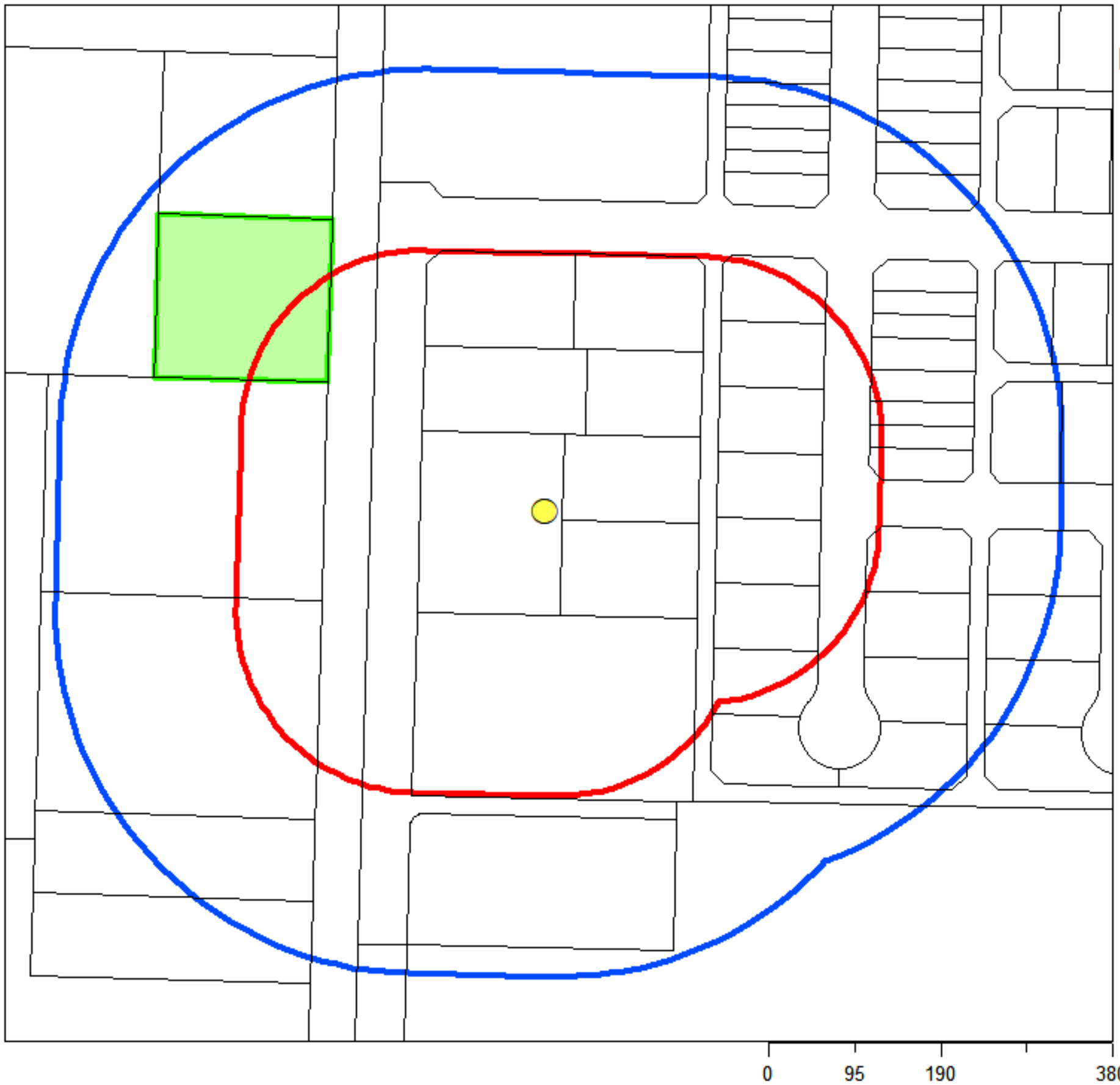
No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3303-D,** a motion was made by **BRANDON HARDAWAY** and seconded by **SUSAN TOMLINSON** to approve the request. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3303-D



PZC Mailout Notifications Received



N

Legend

- LCAD.DBO.TaxParcel
- MailoutBuffer3303_D_200ft
- MailoutBuffer3303_D_400ft

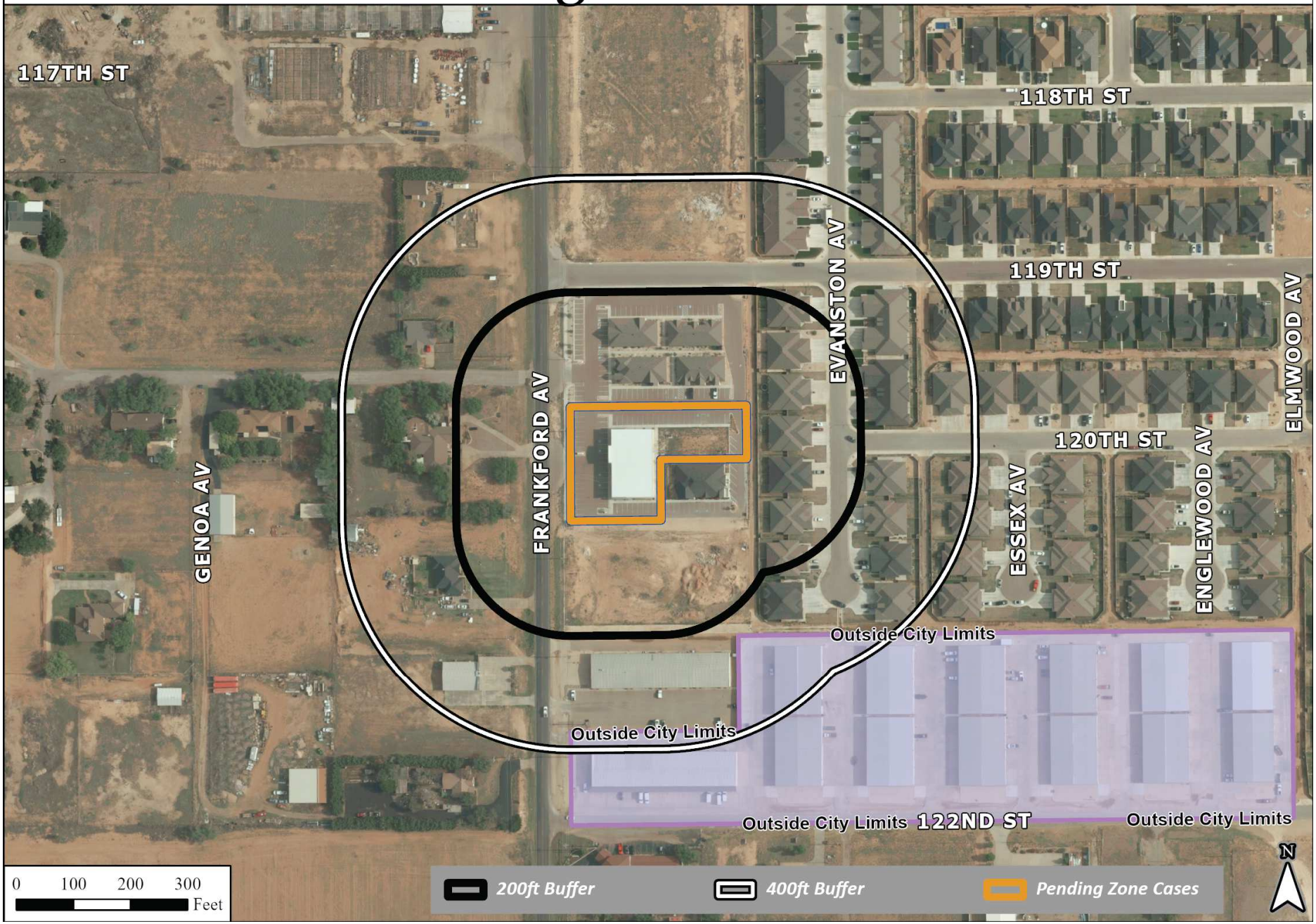
Notification Result

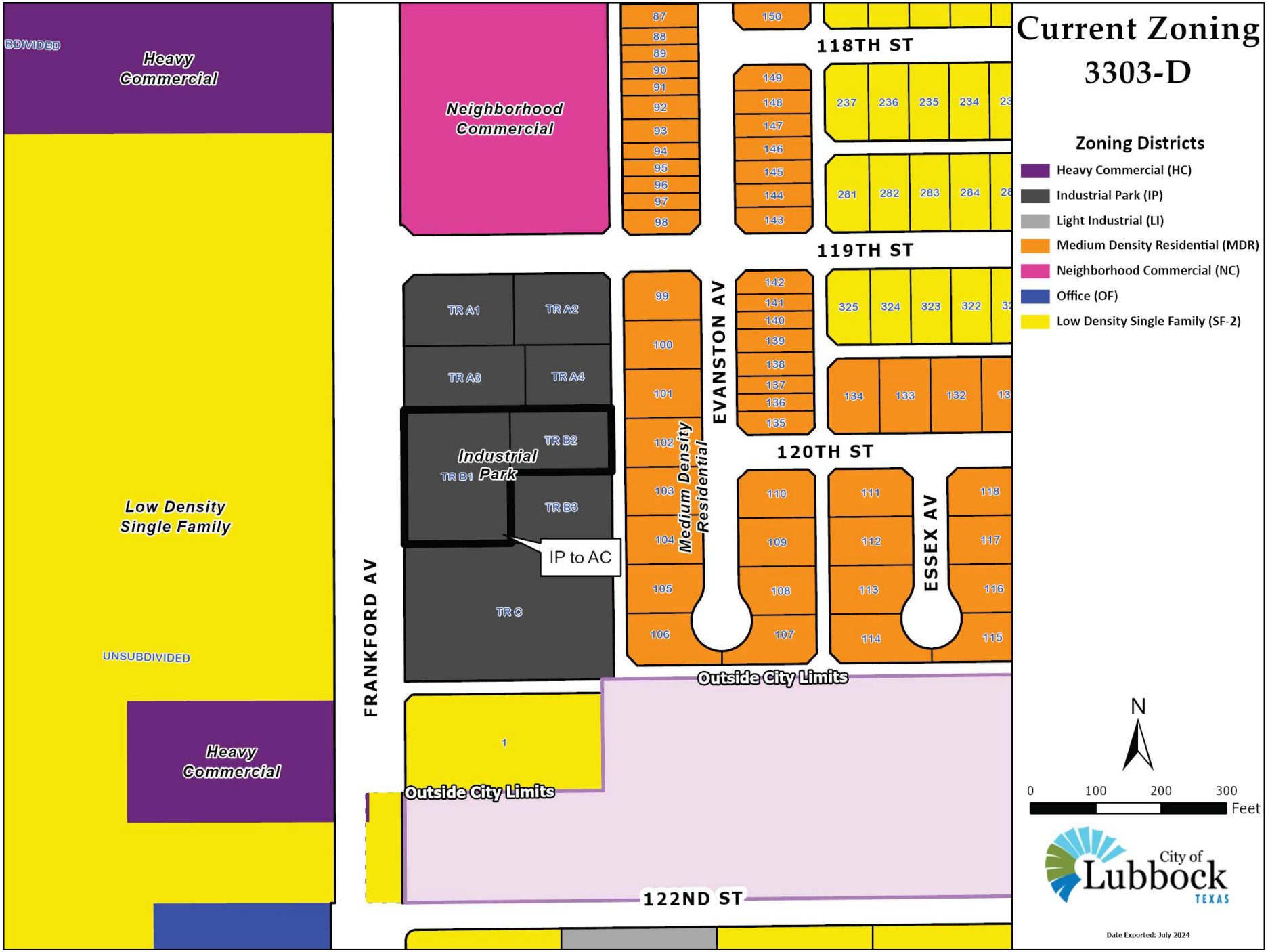
- In Favor
- No Feedback
- Opposed
- LocatorPnt3303_D

0 95 190 380 Feet

Created by Planning Department
Date: 7/31/2024

Zoning Case 3303-D




Current Zoning
3303-D
Zoning Districts
Heavy Commercial (HC)
Industrial Park (IP)
Light Industrial (LI)
Medium Density Residential (MDR)
Neighborhood Commercial (NC)
Office (OF)
Low Density Single Family (SF-2)
BDIVIDED
Heavy Commercial
Neighborhood Commercial
Low Density Single Family
UNSUBDIVIDED
Heavy Commercial
118TH ST
119TH ST
120TH ST
122ND ST
EVANSTON AV
ESSEX AV
FRANKFORD AV
Medium Density Residential
Industrial Park
TR A1
TR A2
TR A3
TR A4
TR B1
TR B2
TR B3
TR C
IP to AC
Outside City Limits
Outside City Limits
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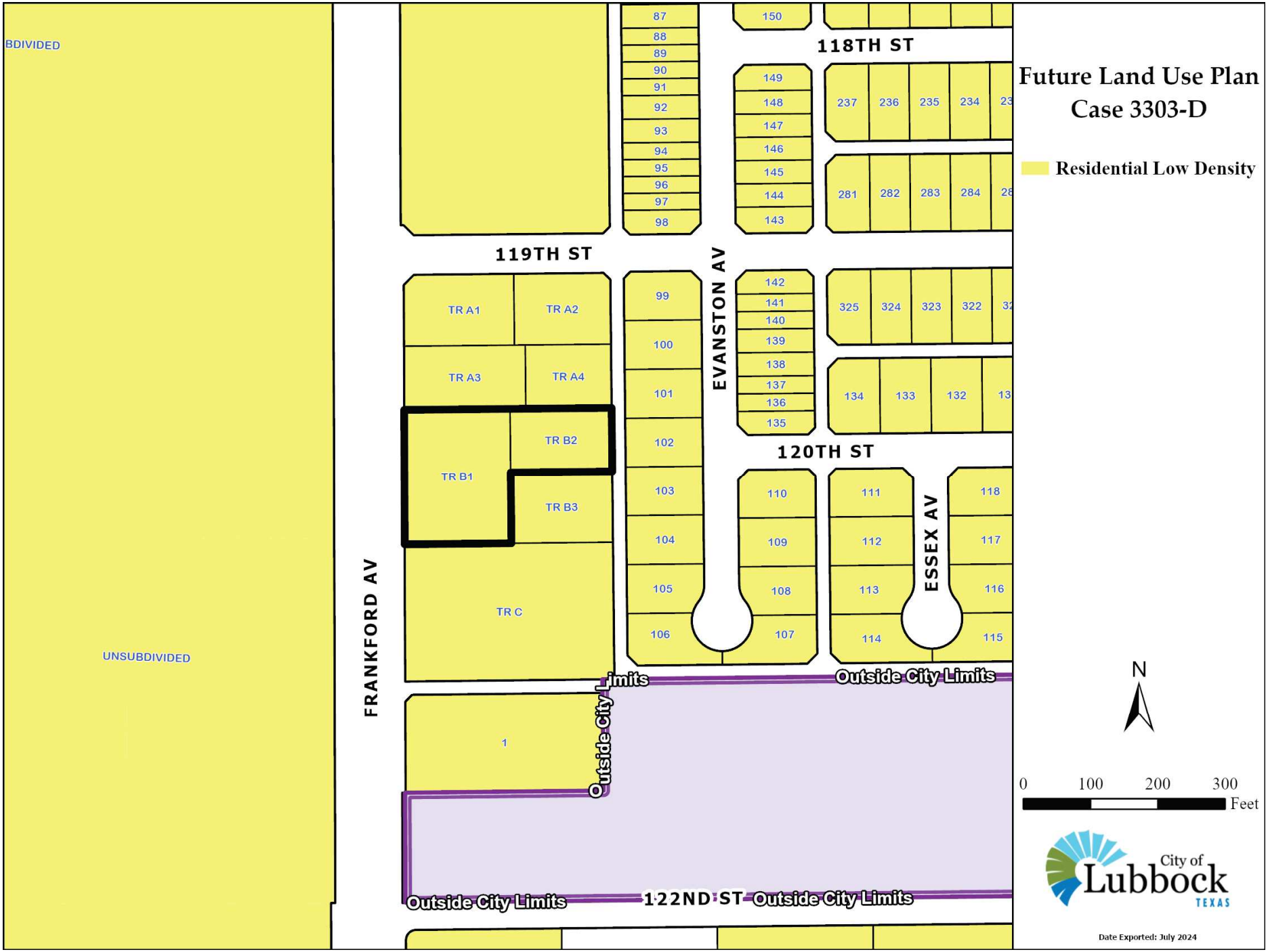
Feet
City of Lubbock
TEXAS
Date Exported: July 2024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FRANKFORD AV
Outside City Limits
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122ND ST
Outside City Limits
Future Land Use Plan
Case 3303-D
Residential Low Density
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Feet
City of
Lubbock
TEXAS
Date Exported: July 2024

3303-D

View of subject property to the east.

View to the north.

View to the south.

View to the west.

DocuSign Envelope ID: EA1B100C-6B98-4B13-B873-E9DB22A966EB

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 11919 Frankford and 11923 Frankford

Lots/Tracts: STONEWOOD INDUSTRIAL PARK TR B1 and B2

Survey & Abstract: Site plan attached

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 1.05

Existing Land Use: New build shell building Existing Zoning: Industrial Park (IP)

Requested Zoning: Auto-Urban Commercial (AC)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Steen Realty Group of Keller Williams

Name: Jeremy Steen

Address: 10210 Quaker Ave City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-392-0578 Email: jeremy.steen@kw.com

Applicant's Signature: DocuSigned by: Jeremy Steen FC7B2E3B1CF84AA

Date: June 18, 2024 Printed Name: Jeremy Steen

Owner Information

Firm Name: SE4NS PROPERTIES, LLC

Owner: Sameer Islam

Address: 5406 20th Street City: Lubbock State: TX

ZIP Code: 79407 Telephone: 806-928-6135 Email: sameer.islam.md@gmail.com

Property Owner's Signature: DocuSigned by: Sameer Islam 58F96C7D63824F7

Date: 6/27/2024 | 03:30 PDT Printed Name: Sameer Islam

Preparer Information

Preparer's Signature: DocuSigned by Jeremy Steen

Date: 6/26/2024 | 14:48 PDT Printed Name: Jeremy Steen

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

JEREMY STEEN REALTOR®

STEEN REALTY GROUP

To: Lubbock Planning Department
1314 Avenue K
Lubbock, TX 79457

From: Jeremy Steen
Realtor at Steen Realty Group of Keller Williams
10210 Quaker Avenue
Lubbock, TX 79424

June 27, 2024

Application for Zoning Ordinance

The subject property is located at 11919 Frankford Avenue and the adjacent vacant tract located at 11923 Frankford Avenue.

The property is under contract to be purchased by the Grace Lubbock United Methodist Church. The buyer intends to finish the current 8,452 square foot shell building into a new church location.

They also intend to later build a separate daycare facility on the adjacent tract to support the church needs.

The uses require a change of the zoning from Industrial Park (IP) to Auto-Urban Commercial (AC).

806.392.0578 Jeremy.Steen@kw.com www.steenregroup.com 10210 Quaker Ave. Lubbock, Tx

NOTE:
THIS ARCHITECTURAL SITE PLAN IS PROVIDED FOR OVER-VIEW PURPOSES ONLY. REFER TO CIVIL ENGINEERING SITE PLAN AND DETAILS FOR EXACT SPECIFICATIONS, DIMENSIONS, ETC. THIS IS PROVIDED BY OTHERS.

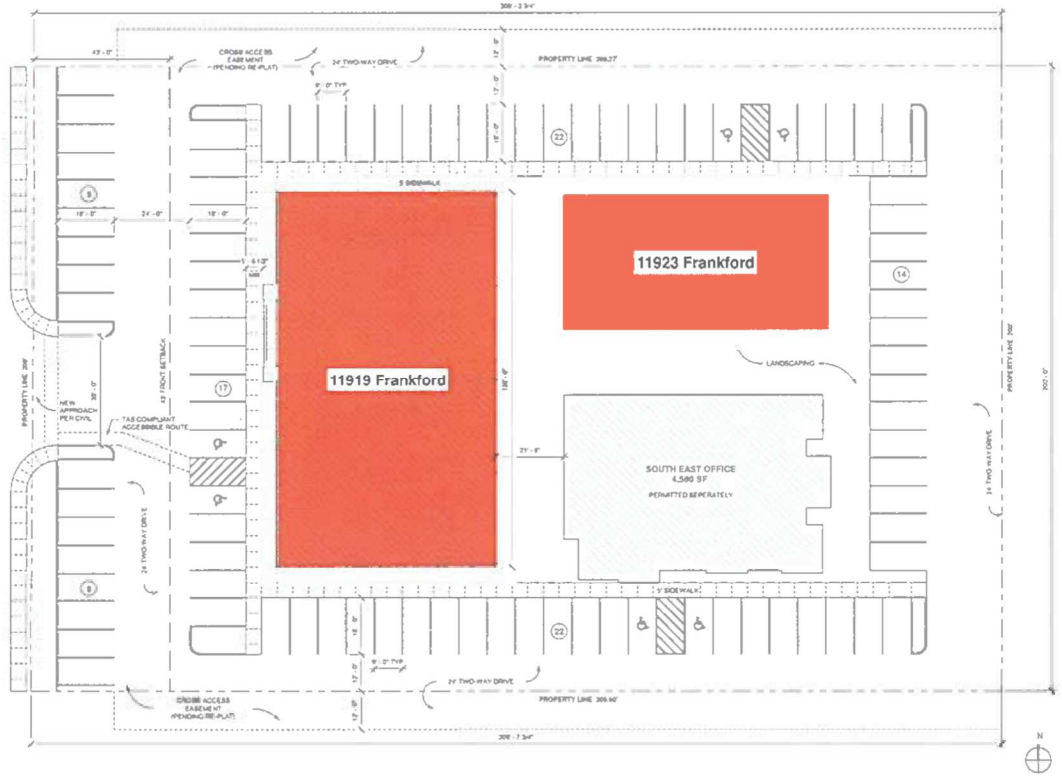
SITE DATA:

SITE AREA:	61,794 SF
BUILDING AREA:	
PARKING REQUIRED:	RETAIL CENTER: 8400/175: 48 OFFICE 1: 4560 / 200 : 23 OFFICE 2: 4000 / 200: 20 TOTAL REQ'D: 91 SPACES
PARKING PROVIDED:	92 SPACES
ADA SPACES REQ'D:	4 SPACE
ADA SPACES PROVIDED:	6 SPACES
LANDSCAPE REQUIRED:	3,118 SF @ BUILDING FRONT
LANDSCAPE PROVIDED:	> 3,118 SF

PROPERTY DESCRIPTION:
TRACT B
FRANKFORD OFFICE COMPLEX
LUBBOCK COUNTY, LUBBOCK, Tx

GENERAL NOTES:

1. FINISH FLOOR MUST BE 8" MIN. ABOVE FINISH GRADE. THE FINISH GRADE SHALL FALL A MIN. OF 6" WITHIN THE FIRST 10'. THE REMAINDER OF THE SITE SHALL SLOPE A MIN. OF 2% TO AN APPROVED DRAINAGE WAY.
2. THIS PLAN IS SCHEMATIC IN NATURE. FOLLOW SPECIFICATIONS PROVIDED BY GEOTECHNICAL AND CIVIL ENGINEERS. THE GROUND SURFACE BENEATH THE SLAB SHALL BE PREPARED TO RECEIVE SELECT FILL BY REMOVING VEGETATION, ORGANIC MATERIAL, NON-COMPLYING FILL, TOPSOIL AND OTHER UNSUITABLE MATERIALS, SCARIFYING TO PROVIDE A BOND WITH NEW FILL.
3. PROOF ROLL EXPOSED SUBGRADE. REPLACE ANY SOFT POCKETS WITH SELECT FILL MATERIAL AS REQUIRED.
4. BRING SUBGRADE TO REQUIRED ELEVATION WITH SELECT FILL MATERIAL.
5. ALL FILLS SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% STANDARD PROCTOR AND SHALL BE WITHIN 3% OF OPTIMUM MOISTURE CONTENT UNLESS OTHERWISE SPECIFIED BY GEOTECHNICAL OR CIVIL ENGINEER.
6. PROVIDE 4 TO 6 INCHES OF CLEAN, COMPACTED SAND OR SELECT FILL UNDER SLAB PER GEOTECHNICAL REPORT.
7. REFER TO SURVEYOR'S DRAWINGS FOR ALL SITE CONTOURS AND GRADING INFORMATION. GRADE LOT PER LOCAL CODES AND STANDARDS - REFER TO CIVIL DRAWINGS.
8. REFER TO DEED RESTRICTIONS, COVENANTS, AND LOCAL CODES AND ENSURE SITE LAYOUT AND BUILDING FINISHES ARE IN COMPLIANCE. NOTIFY DESIGN TEAM OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
9. REFER TO DEVELOPMENT PLAT FOR EXACT COORDINATE, ORIENTATION, AND BEARINGS OF PROPERTY BOUNDARY.
10. CONFIRM ALL SETBACKS, EASEMENTS, EXISTING UTILITIES, AND SITE REQUIREMENTS PRIOR TO CONSTRUCTION.
11. CONFIRM ALIGNMENT WITH EXISTING ADJACENT PARKING LOT, SIDEWALKS, AND BUILDING AS REQUIRED. CONTRACTOR TO ENSURE ALIGNMENT DURING LAYOUT, PRIOR TO SLAB AND SITE CONSTRUCTION.
12. PARKING LOT ASPHALT PAVING SHALL BE A MINIMUM OF 2" TYPE "D" HOT MIX ON 6" COMPACTED BASE (OR AS SPECIFIED BY GEOTECHNICAL ENGINEERING REPORT). CIVIL ENGINEER AND PER LOCAL REQUIREMENTS (OR EQUIVALENT APPROVED BY OWNER). ALL PARKING AREAS SHALL HAVE A MINIMUM DRAINAGE SLOPE OF 1% IN ORDER TO PREVENT PONDING OF WATER ON ASPHALT.
13. ALL PARKING LOT STRIPING, SIDEWALKS AND RAMPS SHALL BE IN COMPLIANCE WITH LOCAL, STATE, FEDERAL A.D.A. AND T.A.S. CODES.
14. COORDINATE ALL LANDSCAPING, TREES, AND SITE IRRIGATION WITH G.C. AND PROVIDE SUBMITTAL FOR OWNER APPROVAL.
15. COORDINATE SITE LIGHTING AND WALL PACK LIGHTING WITH G.C. AND OWNER.
16. THIS SITE PLAN IS FOR OVERVIEW PURPOSES ONLY. REFER TO CIVIL SHEETS FOR GRADING, SPECIFICATIONS, AND ADDITIONAL DETAILS.



1 Site Plan
1/16" = 1'-0"

REVISIONS:

DATE	DESCRIPTION

Frankford Shopping Center - Shell Building
11921 Frankford Ave, Lubbock, TX

t3services.com

11-20-19

Seventeen Services Inc.
Texas Architecture Firm BR 3014
12703 Quaker Ave Ste 17
Lubbock, TX 79424
806 787 8533
tyler@17services.com

Project Number	2538
Date	11.20.19
Drawn By	TCG
Sheet Size	D 24X36

Architectural Site Plan

A1

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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-D***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name COLTON ENGLISH

Signature: C-H Engl

Address: 5001 W. LOOP 289 LUBBOCK, TX 79414

Address of Property Owned: 5804 119th St.

Phone Number: 806 786 2146

Email: brazosbrother2@gmail.com

Zone Case Number: **3303-D** R155553 Recipient 46 of 56

PONDEROSA SERVICES LLC
5001 W LOOP 289 STE 246
LUBBOCK TX 79414

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3506, a request of Brian and Chad Carter, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 5834 and 5836 146th Street, west of Frankford Avenue and north of 146th Street, on approximately 4.978 acres of unplatted land out of Block AK, Section 9, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on August 1, 2024, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3506
Staff Report 3506
Documentation 3506

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3506; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 5834 AND 5836 146TH STREET, LOCATED WEST OF FRANKFORD AVENUE AND NORTH OF 146TH STREET, ON APPROXIMATELY 4.978 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 9, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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 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. 3506

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 **HC** zoning district **at 5834 and 5836 146th Street, located west of Frankford Avenue and north of 146th Street, on approximately 4.978 acres of unplatted land out of Block AK, Section 9,** 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

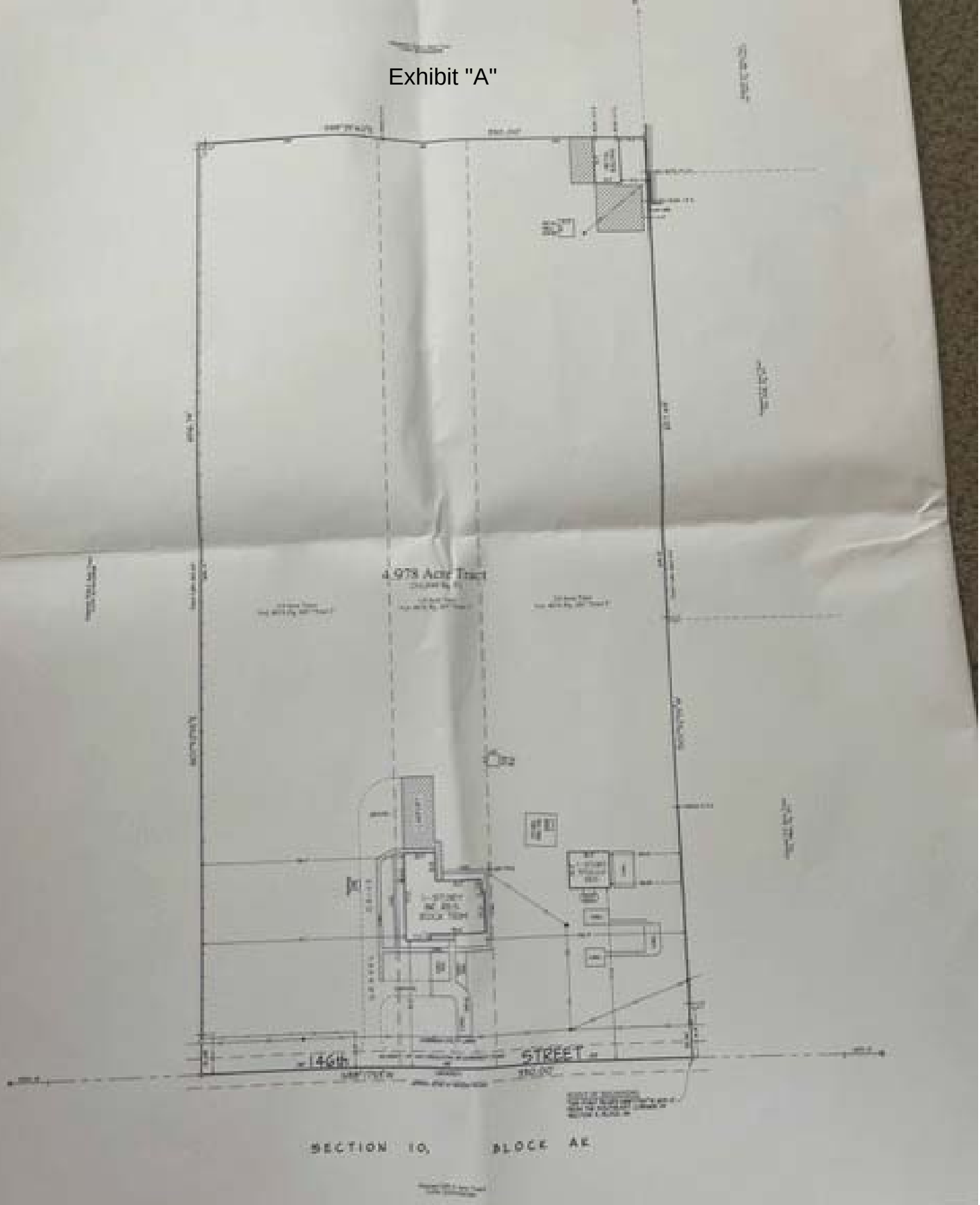
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3506
August 1, 2024

Exhibit "A"



PERIMETER AND IMPROVEMENT SURVEY OF A 4.978 ACRE TRACT LOCATED IN THE SOUTHEAST QUARTER OF

SECTION 9, BLOCK AK

E. L. & R. R. RAILROAD COMPANY SURVEY LUBBOCK COUNTY, TEXAS

Street Address: 5834 & 5836 146th Street

METES AND BOUNDS DESCRIPTION of a 4.978 acre tract, being those same tracts described in Volume 4819, Page 269 "Tract 1", "Tract 2" and "Tract 3" of the Official Real Property Records of Lubbock County, Texas, located in the Southeast Quarter of Section 9, Block AK, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas, said 4.978 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set in the South line of said Section 9, for the Southwest corner of a 4.5 acre tract described in Volume 1966, Page 251 of the Deed Records of Lubbock County, Texas and the Southeast corner of this tract, same being the Southeast corner of said "Tract 3", which bears N. 88°17'53" W. a distance of 659.13 feet from a "MAG" nail found at the Southeast corner of Section 9, Block AK, E. L. & R. R. Railroad Company Survey, Lubbock County, Texas, and from whence a found 3/8" iron rod bears S. 01°52'55" W. a distance of 2.57 feet;

THENCE N. 88°17'53" W., along the South line of said Section 9, at 132 feet pass the Southwest corner of said "Tract 3" and the Southeast corner of said Tract 1", at 198 feet pass the Southwest corner of said "Tract 1" and the Southeast corner of said Tract 2", continuing for a total distance of 330.00 feet to a 1/2" iron rod with cap marked "HRA" set for the most Southerly Southeast corner of a 206.5 acre tract described under County Clerk File No. 2013022838 of the Official Public Records of Lubbock County, Texas and the Southwest corner of this tract, same being the Southwest corner of said "Tract 2", from whence a 3/4" iron pipe found at the Southwest corner of said Section 9, bears N. 88°17'53" W. a distance of 4334.16 feet, and from whence a found 3/8" iron rod bears S. 01°52'55" W. a distance of 3.95 feet;

THENCE N. 01°52'55" E., along the Western boundary of said 206.5 acre tract and the Western boundary of said "Tract 2", at 21.03 feet pass a found 3/8" iron rod, continuing for a total distance of 656.74 feet (deed calls: 661.62 feet) to a 3/8" iron rod found at an "ell" corner of said 206.5 acre tract and the Northwest corner of this tract, same being the Northwest corner of said

Planning Department
City of Lubbock

Staff Report	Zone Case 3506
City Council Meeting	August 27, 2024

Applicant Brian and Chad Carter

Property Owner Brian and Chad Carter

Council District 5

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- April 28, 2016, Ordinance No. 2016-O0054: The subject property was annexed into City limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- August 1, 2024 Zone Case 3506: The Planning and Zoning Commission recommended approval of a zone change from Industrial Park District (IP) to Auto-Urban Commercial District (AC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 7
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property is addressed as 5834 and 5836 146th Street, west of Frankford Avenue and north of 146th Street, on approximately 4.978 acres of unnplatted land out of Block AK, Section 9. The single-family house built on 5836 146th Street was built in 1926. The single-family house on 5834 146th Street was built in 1934.

Adjacent Property Development

The properties to the east are outside of City limits, developed with single-family homes and commercial offices. The property to the north and west is undeveloped farmland, zoned SF-2. The property to the south is undeveloped farmland, zoned Medium Density Residential District (MDR).

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5834 and 5836 146th Street, located west of Frankford Avenue and north of 146th Street, on 4.978 acres of unplatted land out of Block AK, Section 9. The applicant requests a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Heavy Commercial District (HC)**

Intent Statements

The purpose of the current Low Density Single-Family District (SF-2) 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 requested HC zoning is "to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise."

Traffic Network/Infrastructure Impacts
The property is located north of 146th Street, which is designated as a Principal Arterial (Modified), and west of Frankford Avenue, which is designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Principal and Minor Arterials provide connectivity across the transportation network serving high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. Currently, the property is surrounded by undeveloped farmland. HC zoning will be appropriate near this land use.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Residential Low Density land uses. While this request does not conform to this designation, it would be appropriate along a major thoroughfare. 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 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. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and Supporting Documentation

Staff Contacts

Victoria Lewelling
Planner
Planning Department
806-775-2021
vlewelling@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3506

Allowable Uses: Heavy Commercial District (HC)

Transportation: The proposed development has a point of access from 146th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
146th Street, *Principal Arterial (Modified), Future*	R.O.W. 80 feet, 2 lane, undivided, unpaved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 5

3.4 **Zone Case 3506**: Brian and Chad Carter, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 5834 and 5836 146th Street, west of Frankford Avenue and north of 146th Street, on approximately 4.978 acres of unplatted land out of Block AK, Section 9.

PLANNER VICTORIA LEWELLING gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

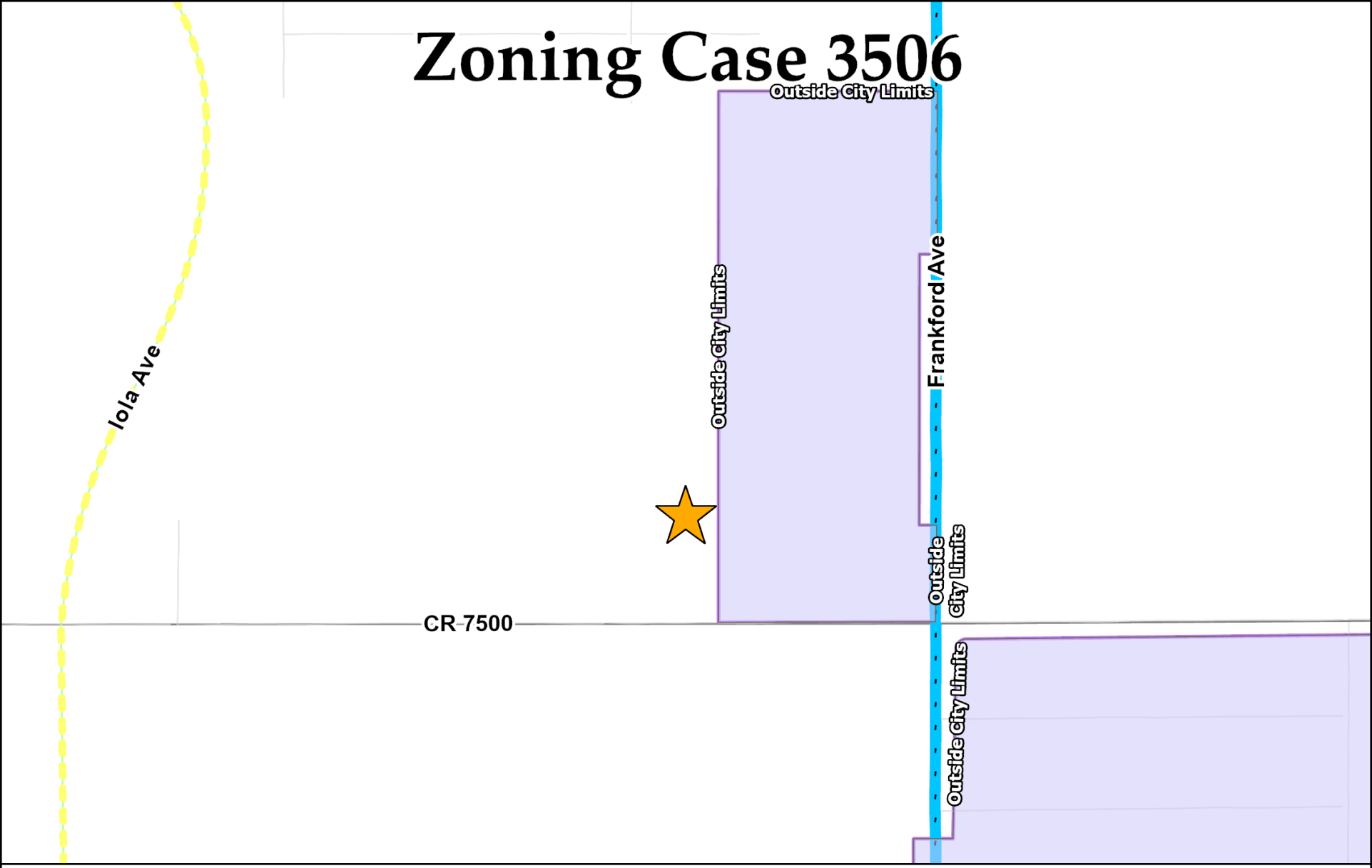
APPLICANT BRIAN CARTER, 4708 109th Place, gave comments about his request and answered questions from the Commission.

IN FAVOR, THOMAS PAYNE, 15309 Farm Market 1730, indicated that he was favorable to **Mr. Carter's** current business operations, stating their businesses are very clean and orderly.

No one appeared to speak in opposition.

In the matter of **Zone Case 3506,** a motion was made by **JORDAN WHEATLEY** and seconded by **ZACH SAWYER** to approve the zone case as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3506

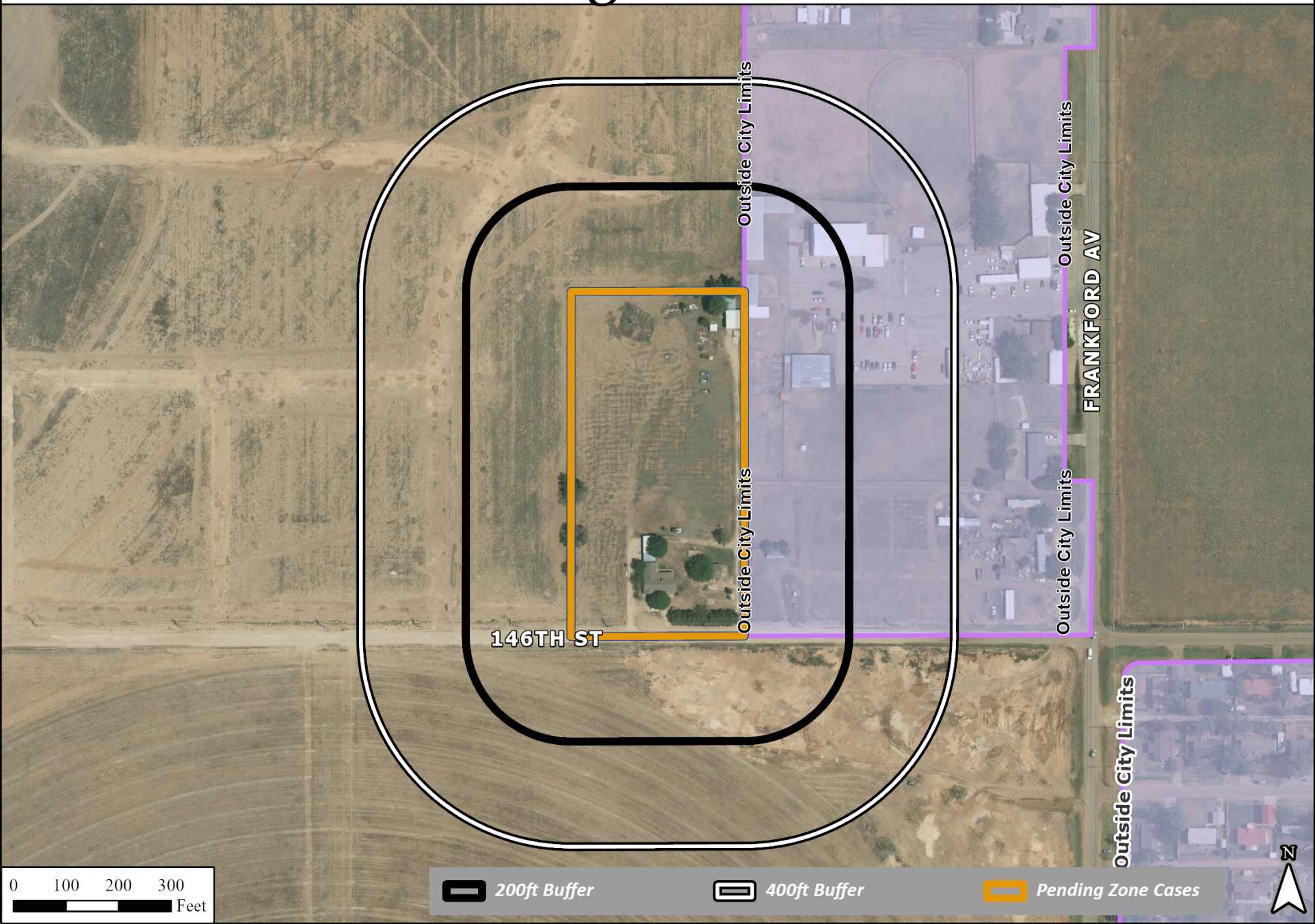


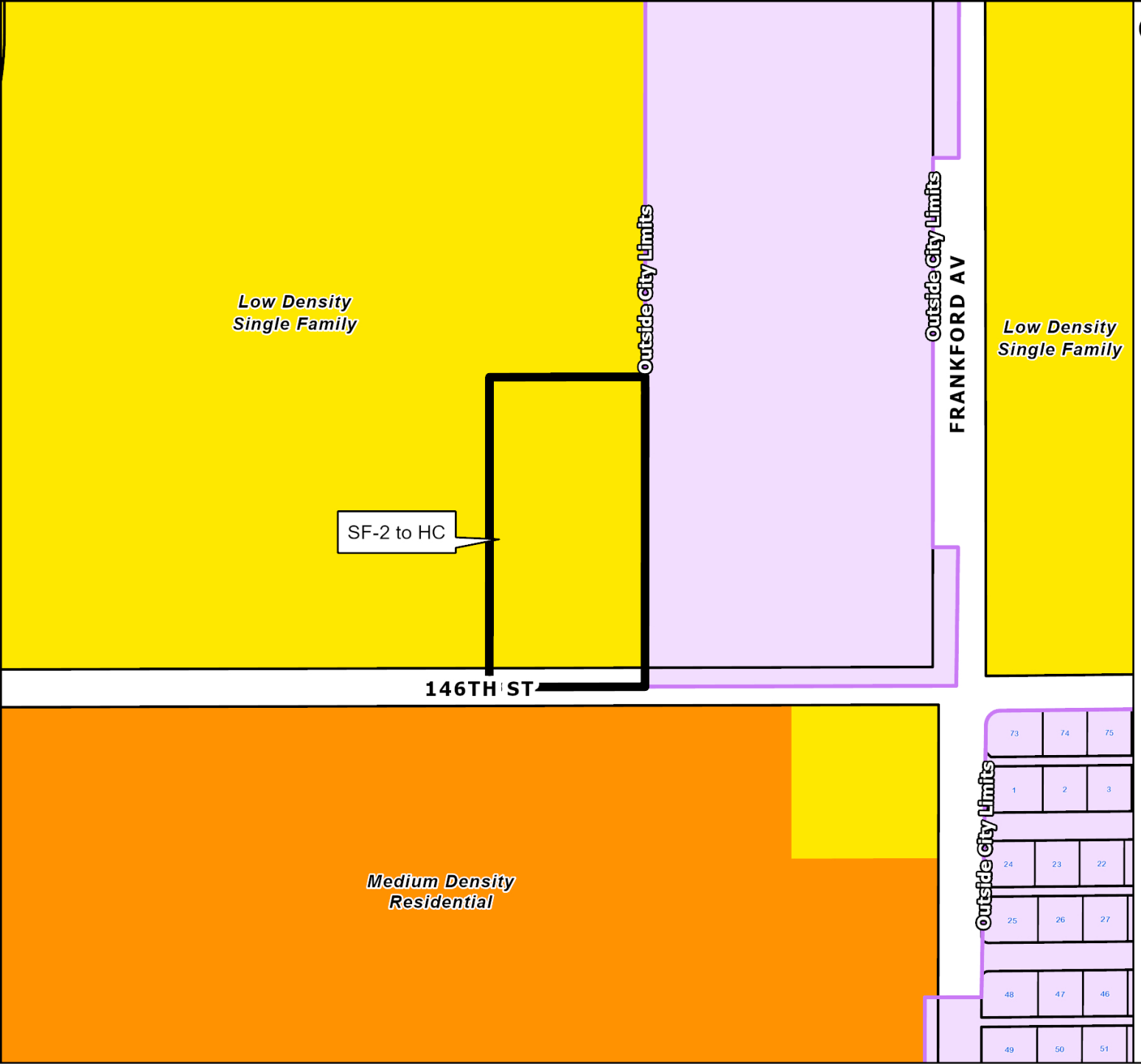
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: July 2024

Zoning Case 3506





Current Zoning
3506

Zoning Districts

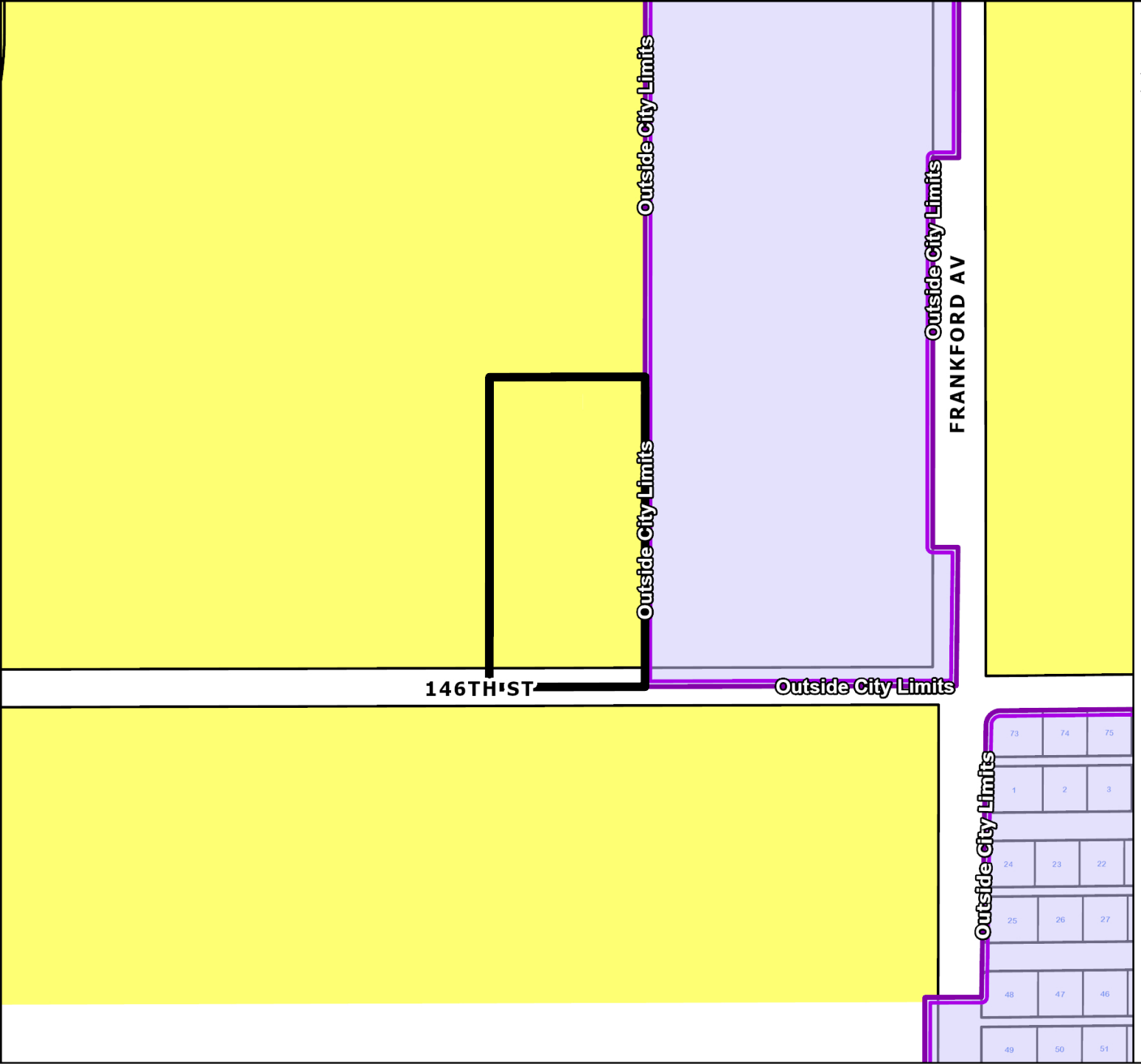
- Medium Density Residential (MDR)
- Low Density Single Family (SF-2)

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: July 2024



Future Land Use Plan
Case 3506

Residential Low Density

N

0 100 200 300
Feet

City of Lubbock TEXAS

Date Exported: July 2024

3506

View north. Subject property.

View east.

View south.

View west.

City of Lubbock TEXAS

APPLICATION FOR ZONING CHANGE

Lubbock Planning and Zoning Commission
PO Box 2000 /1314 Avenue K
Lubbock, TX 79457

Applicant (Please Print) BRIAN & CHAD CARTER	**Owner** BRIAN & CHAD CARTER
5108 114th	5108 114th
Street/Post Office Box	Street/Post Office Box
Lubbock TX 79424	Lubbock TX 79424
City State Zip	City State Zip
(806) 535-1578	(806) 535-1578
Telephone	Telephone
bandcfence@nts-online.net	bandcfence@nts-online.net
E-Mail	E-Mail

Location or Address: 5834 & 5836 146th

Legal Description: BLK AK SEC 9 AB 161 TR 24A ACS: 1
BLK AK SEC 9 AB 161 TR 19 & 24 ACS: 4

Existing Land Use: RURAL LAND

Existing Zoning: Transitional

Acreage or Square Footage of Property: 5 acres

Type of Zone Request: Heavy Commercial

Proposed Development: WAREHOUSE OFFICE YARD FOR FENCE MATERIALS

If property is not subdivided, will preliminary plat be submitted? Yes ✓ No ____

Brad Carter
Applicant's Signature

4/17/2024
Date:

Filing Fee: ____ **($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)**

There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an emended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: ____ Agenda No.: ____

Request for zoning change from: ____ To: ____

On Lot(s) ____ Block(s) ____

____ Addition Address: ____

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3507, a request of Mountain Top Engineering for CTJ Diamond Investments, LLC, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 7108 82nd Street, located north of 82nd Street and east of Upland Avenue, on 1.01 acres of unplatted land out of Block AK, Section 30, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on August 1, 2024, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3507
Staff Report 3507
Documentation 3507

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3507; A ZONING CHANGE FROM SF-2 TO AC ZONING DISTRICT AT 7108 82ND STREET, LOCATED NORTH OF 82ND STREET AND EAST OF UPLAND AVENUE, ON 1.01 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 30, 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. 3507

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 **AC** zoning district at **7108 82nd Street, located north of 82nd Street and east of Upland Avenue, on 1.01 acres of unplatted land out of Block AK, Section 30,** 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

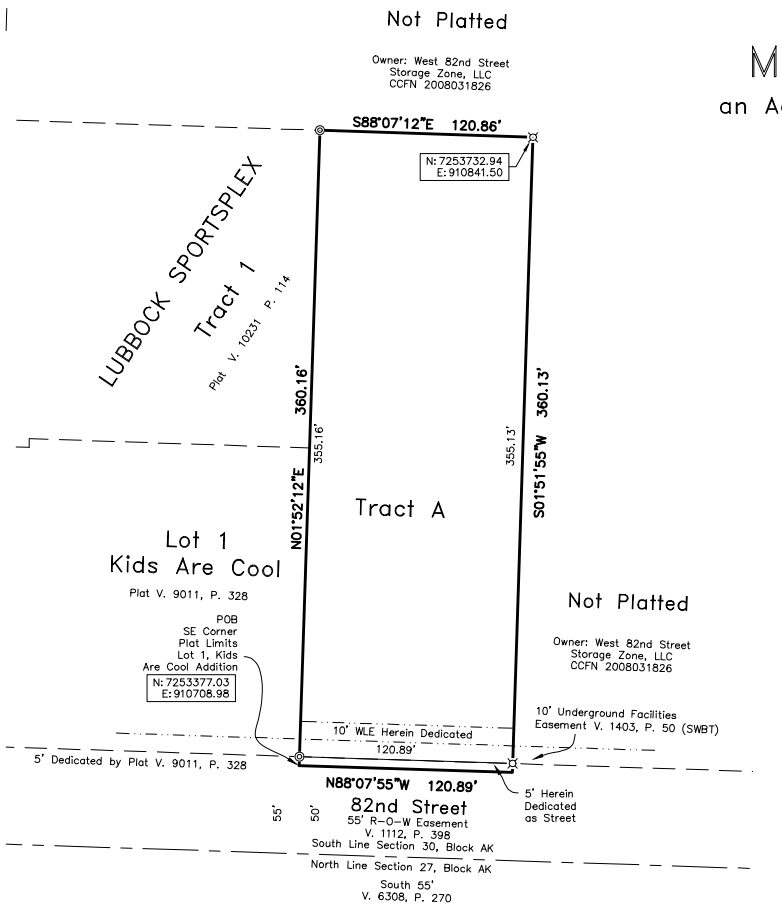
vw/cityatt/Kelli/ZoneCase/ZC3507
August 1, 2024

FINAL PLAT

Exhibit "A"

Tract A,
MATADOR PLAZA,

an Addition to the City of Lubbock,
Lubbock County, Texas



Scale: 1" = 50'

CONTAINS 1.00 ACRES WITHIN THE PLAT LIMITS

1. "Heavy lines indicate plat limits.";
2. "All streets, alleys, and easements within plat limits are herein dedicated unless noted otherwise";
3. "No building permit shall be issued on any survey certificate that is not in accordance with an approved Final Plat and infrastructure and final drainage analysis acceptance by the Lubbock Code of Ordinances";
4. "All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of Article 37.01 of the Lubbock Code of Ordinances";
5. "All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the expense of the entity requesting such installation";
6. "All easements herein granted shall entitle the City or the utility company using such easements to the right to remove, repair or replace any lines, pipes, conduits, or poles within such easements as may be determined by the city or utility company without the city or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such repair, removal, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed"; and
7. "Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Section 28.09.131, Section 28.14.004, and Section 30.03.073 of the Lubbock Code of Ordinances."

TPE – TRANSFORMER PAD EASEMENT
UUE – UNDERGROUND UTILITY EASEMENT
WLE – Water Line Easement
CCFN – LUBBOCK COUNTY CLERK FILE NUMBER

Survey Control: Bearings and coordinates are based on the Texas North Central Zone Coordinate System. NAD 83. Distances are surface distances, U.S. Survey Feet.

LEGEND

◎ Fd. 1/2" Rod with Yellow Cap

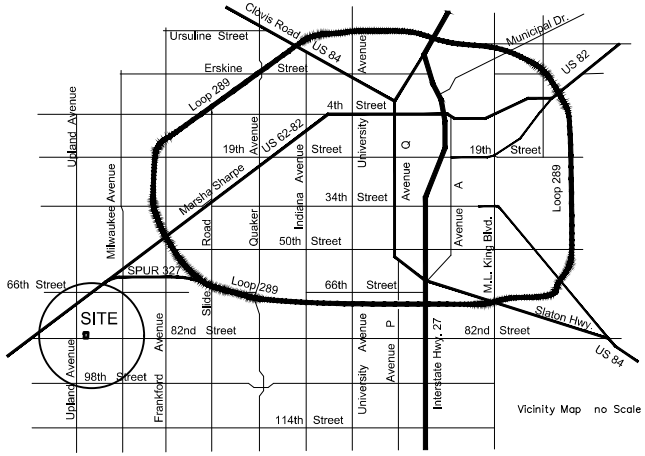
⌑ Fd. "X" in Concrete

All found monuments are Physical Monuments of Record Dignity

KNOW ALL MEN BY THESE PRESENTS

That I, JONATHAN MARK CIESZINSKI, Registered Professional Land Surveyor do hereby certify that I prepared this plat from an actual and accurate survey of the land and the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

REGISTERED PROFESSIONAL LAND SURVEYOR, # 4460 LUBBOCK, TEXAS
June 17, 2024



Vicinity Map no Scale

Approved this _____ day of _____, 20 _____ by the Director of Planning, or designee, of the City of Lubbock, Texas

For Review Only, Do Not Record

Director of Planning

Prepared for:
Salyer Homes
PMP # 112
Lubbock, TX 79424
806-928-0419
Shane@salyerhomes.com

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Count on It
806-745-7670

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\Finals\Matador Plaza\Tract A Matadoer5 Plaza Add.dwg, 6/18/2024 4:10:20 PM, DWG To PDF.pc3

Planning Department
City of Lubbock

Staff Report	Zone Case 3507
City Council Meeting	August 27, 2024

Applicant Mountain Top Engineering

Property Owner CTJ Diamond Investments, LLC

Council District 5

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- January 14, 1999, Ordinance No. 10117: The subject property was annexed into City limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- August 1, 2004, Zone Case 3507: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Auto-Urban Commercial District (AC), by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 17
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

The subject property remains unplatted and is developed with a commercial structure, built in 1994.

Adjacent Property Development

The properties to the north and east are zoned SF-2 and are developed with a self-storage facility. The property to the south is zoned Office District (OF) and is developed with a garden office. To the west, the properties are zoned SF-2, and Auto-Urban Commercial District (AC) and are developed with a church and a daycare center, respectively.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7108 82nd Street, located north of 82nd Street and east of Upland Avenue. The applicant requests a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Auto-Urban Commercial District (AC)**

Intent Statements

The purpose 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 an 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 requested 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 rezoning location will be along 82nd Street. The Master Thoroughfare Plan, 2018 designates 82nd Street as a Principal Arterial. Arterials 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 "Commercial" land use. The proposed zone change to AC would be in conformance with the Commercial designation. This request would be appropriate next to adjacent land uses and commercial zoning along 82nd Street, and fronting along an Arterial Street.

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 use and may need additional public improvements to support the intensity of uses described in the Auto-Urban Commercial District (AC), as the property remains unplatted.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3507

Allowable Uses: Auto-Urban Commercial District (AC)

Transportation: The proposed development has an access point from 82nd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
82nd Street, Principal Arterial, Completed	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 5

3.5 **Zone Case 3507**: Mountain Top Engineering for CTJ Diamond Investments, LLC, request for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at:

- 7108 82nd Street, located north of 82nd Street and east of Upland Avenue, on 1.01 acres of unplatted land out of Block AK, Section 30.

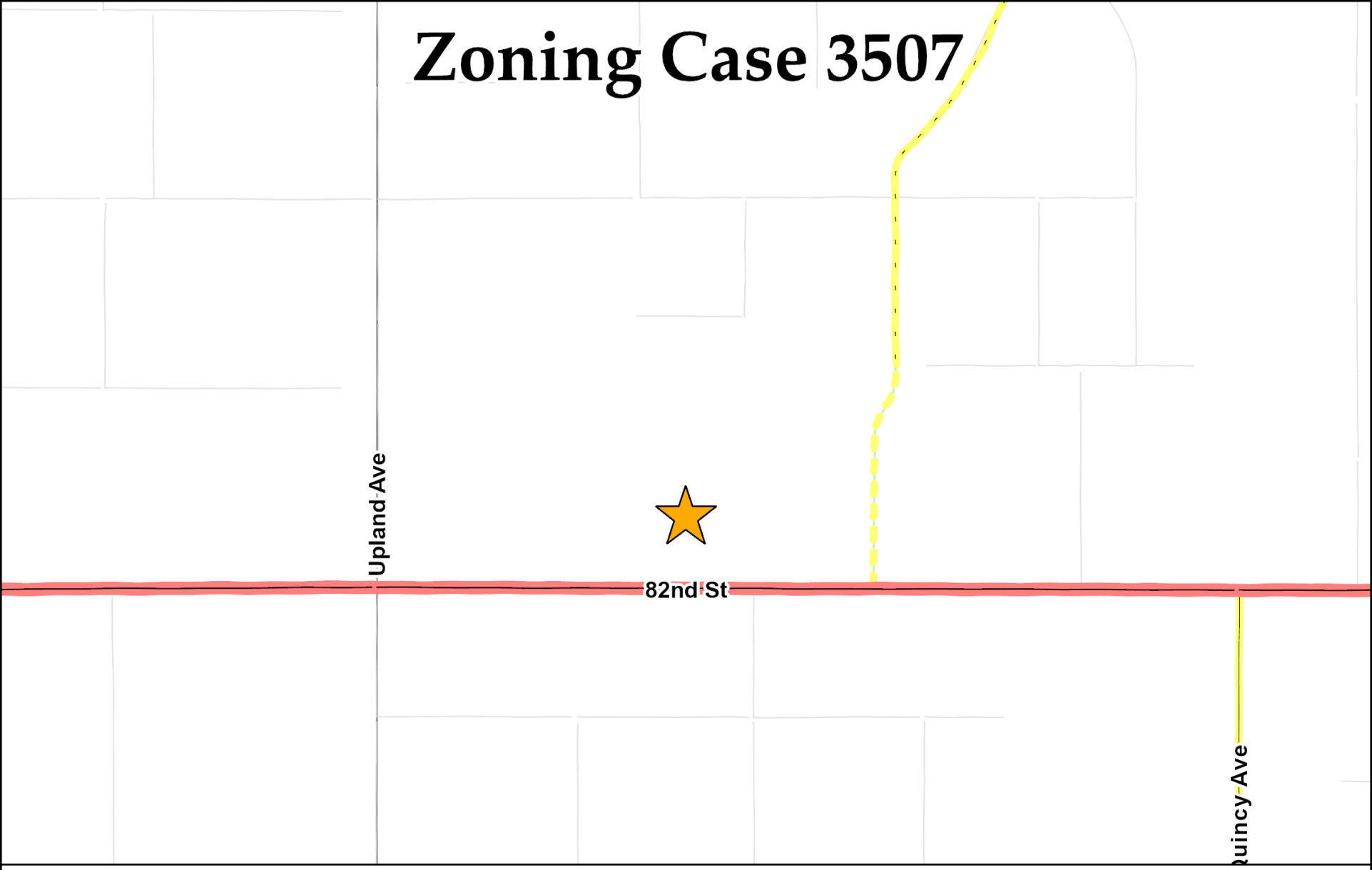
PLANNER ASHLEY PADILLA gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT TOMMY HARMS, 604 County Road 7200, gave comments and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3507**, a motion was made by **JORDAN WHEATLEY** and seconded by **SCOTT GLOYNA** to approve the zone case as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

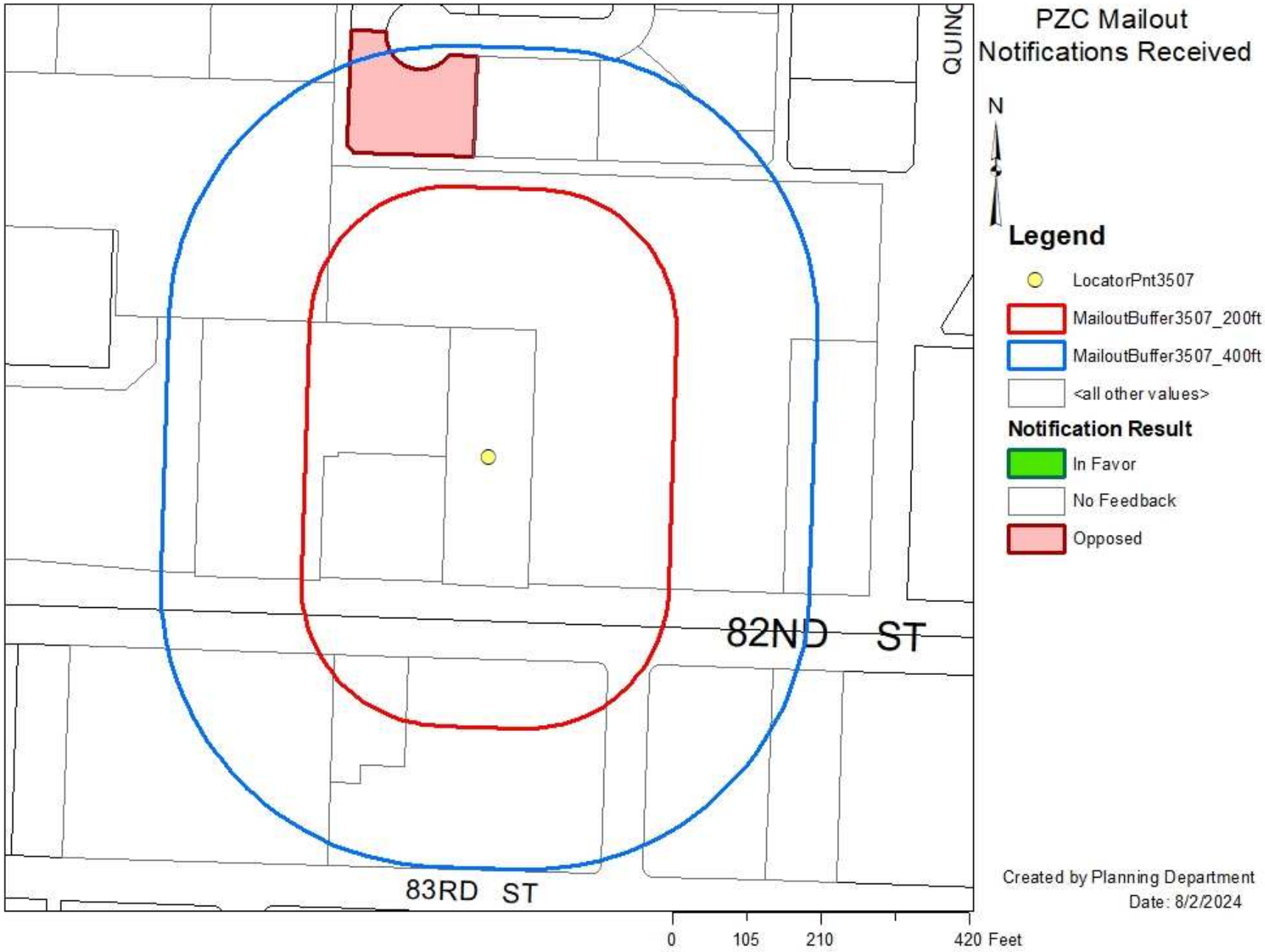
Zoning Case 3507



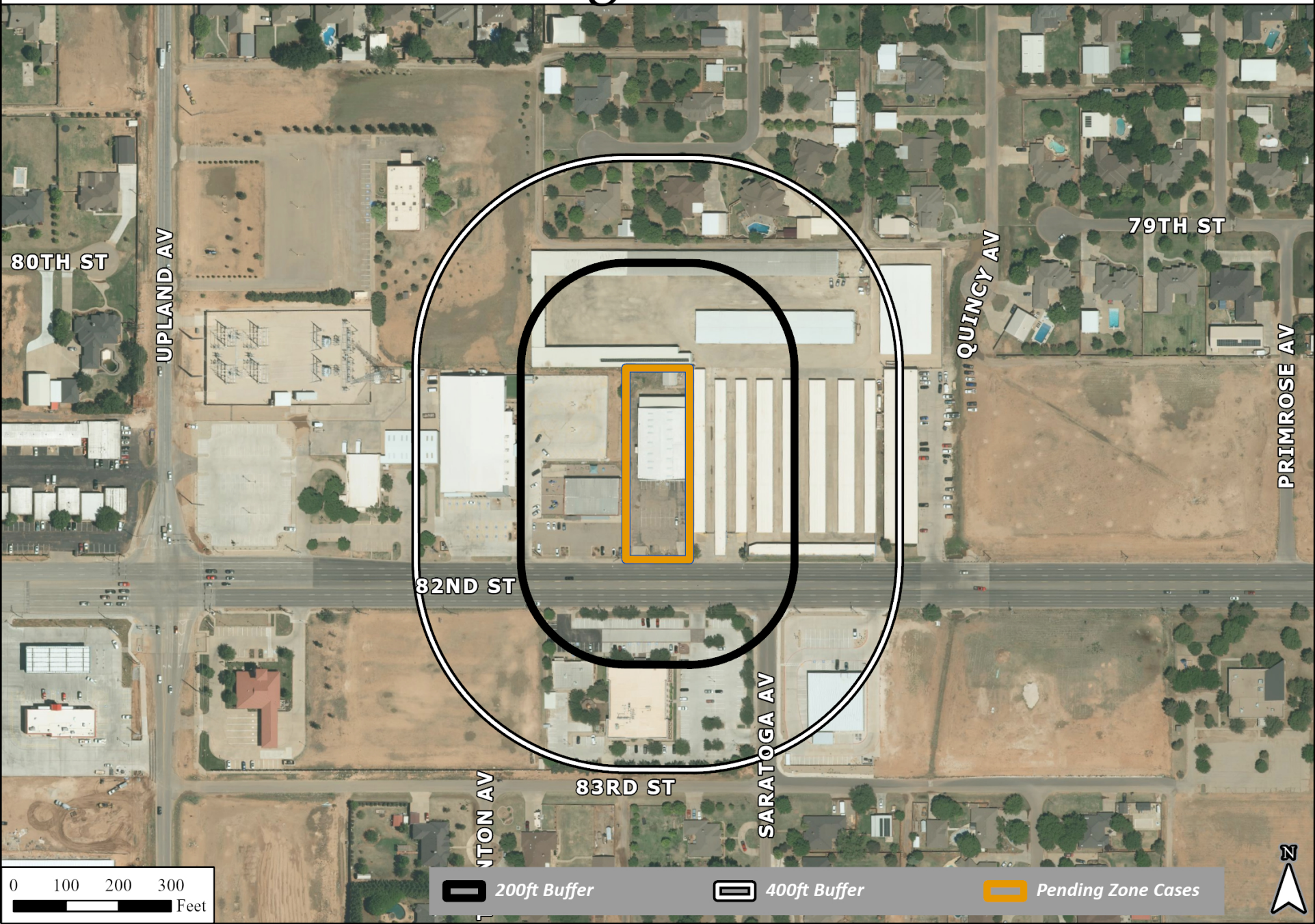
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

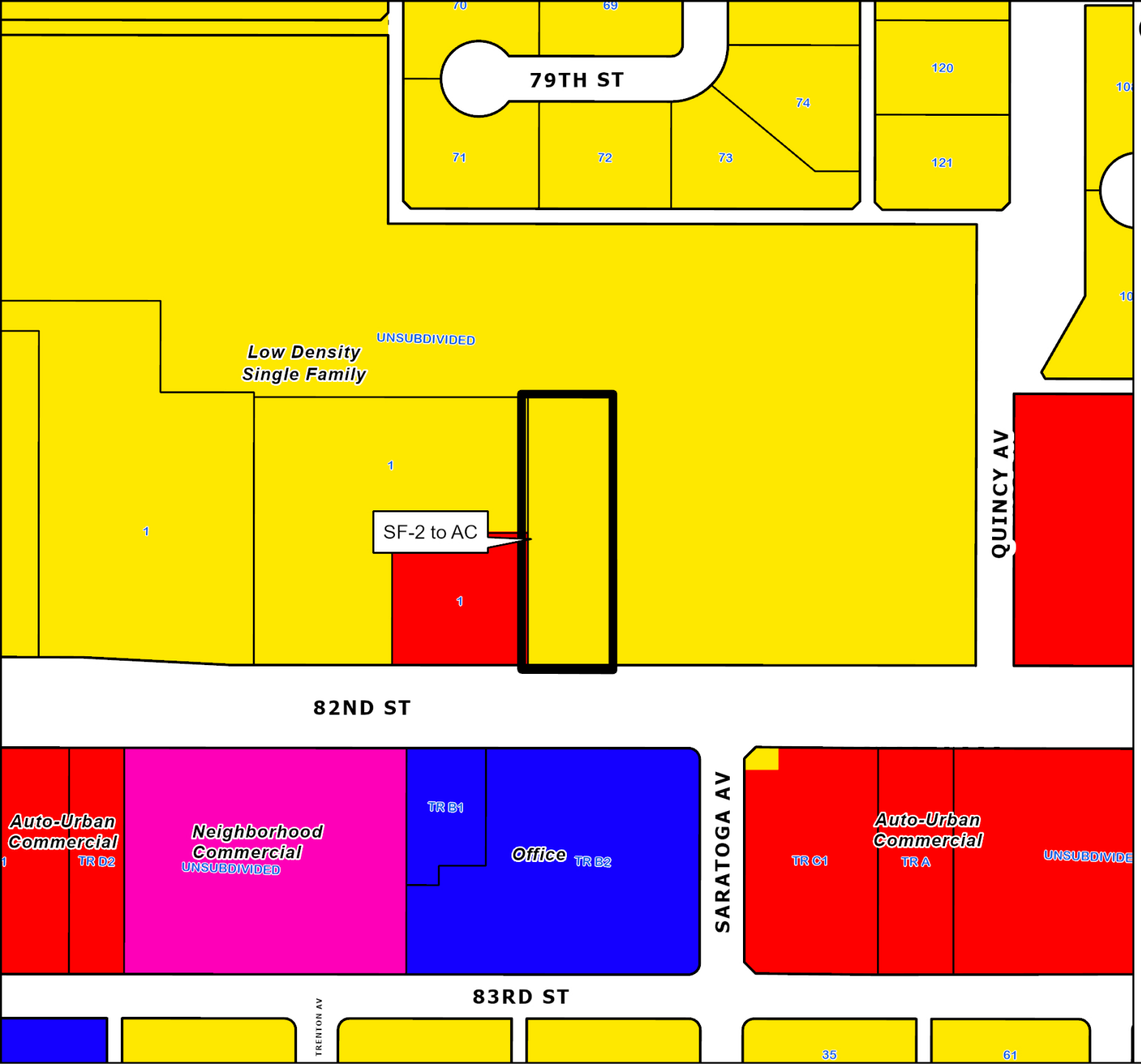
N
W E
S

Date Exported: July 2024


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3507
MailoutBuffer3507_200ft
MailoutBuffer3507_400ft
<all other values>
Notification Result
In Favor
No Feedback
Opposed
QUINC
82ND ST
83RD ST
0
105
210
420 Feet
Created by Planning Department
Date: 8/2/2024

Zoning Case 3507





Current Zoning
3507

Zoning Districts

- Auto-Urban Commercial (AC)
- Neighborhood Commercial (NC)
- Office (OF)
- Low Density Single Family (SF-2)

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: July 2024

Future Land Use Plan
Case 3507

- Commercial
- Residential Low Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: July 2024

3507

Subject Property. View to the north.

View to the east.

View to the south.

View to the west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7108 82nd

Lots/Tracts: BLK AK SEC 30 AB 1421 TR K2A AC: 1.01

Survey & Abstract:

Metes and Bounds Attached: Yes No ✓ Total Acreage of Request: 1.01

Existing Land Use: Vacant Existing Zoning: Low Density Single Family (SF-2)

Requested Zoning: Auto-Urban Commercial (AC)

If property is not subdivided, will a preliminary plat be submitted? Yes ✕ No ✓

Representative/Agent Information (if different from owner)

Firm Name: Mountain Top Engineering

Name: Tommy Harms

Address: 604 CR 7200 City: Lubbock State: Texas

ZIP Code: 79404 Telephone: (806) 559-0688 Email: tharms@mountaintopeng.com

Applicant's Signature: Tommy Harms

Date: 6/27/2024 Printed Name: Tommy Harms

Owner Information

Firm Name: CTJ Diamond Investments LLC

Owner: Valmont Cooper

Address: 7108 82nd Street City: Lubbock State: Texas

ZIP Code: 79424 Telephone: (512)773-3491 Email: frhginc@gmail.com

Property Owner's Signature: Val Cooper

Date: 6/27/2024 Printed Name: Val Cooper

Preparer Information

Preparer's Signature: Tommy Harms

Date: 6/27/2024 Printed Name: Tommy Harms

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

To Whom It May Concern,

CTJ Diamond Investments LLC and their Agent Valton Cooper, the property at 7108 82nd St. Lubbock TX, formally known as Block AK, Section 30 AB 1421 TR K2A AC 1.01 by The City of Lubbock according to the Deed Records of Lubbock County, Texas. Effective October 10th 2023.

This letter also authorizes Tommy Harms, Principle at Mountain Top Engineering, to act as an agent on behalf of this property for all items related to the zoning, platting, permitting and other dealings with the City of Lubbock and it's subsidies.

CTJ Diamond Investments LLC

Valton Cooper

6/19/2024

6/19/2024

Written Explanation for Zone Change

Our client is requesting to change the Zoning of this property from Low Density Residential (SF-2) to Auto-Urban Commercial (AC) to allow for a more diverse range of tenants. The current property use is for batting cages with vacant tenant spaces. The proposed property use will be for batting cages, retail space, and other allowed uses.

Thanks,
Tommy Harms, P.E., Principal
Mountain Top Engineering

From: CityPlanning
To: Ashley Padilla
Cc: Victor Escamilla
Subject: FW: Planning Meeting Aug. 1 @ 6:00, Case #3507 OPPOSE
Date: Thursday, August 1, 2024 3:22:19 PM

From: Betty Lynch <bettylynch15@yahoo.com>
Sent: Thursday, August 1, 2024 2:59 PM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: Planning Meeting Aug. 1 @ 6:00, Case #3507 OPPOSE

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

I know I am late, but I wanted to oppose the rezoning Case #3507. being held tonight.

I AM OPPOSED TO REZONING District 5, Case 3507.

Betty Lynch
7105 79th St.
Lubbock, TX 79424

Information

Agenda Item

Public Hearing - Planning (District 6): Consider a request for Zone Case 3505, a request of Seventeen Services, LLC for Scarlet River, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 2909 and 2911 North Frankford Avenue, located west of North Frankford Avenue and north of Ursuline Street, on 5.023 acres of unplatted land out of Block JS, Section 12, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on August 1, 2024, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3505
Staff Report 3505
Documentation 3505

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3505; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 2909 AND 2911 NORTH FRANKFORD AVENUE, LOCATED WEST OF NORTH FRANKFORD AVENUE AND NORTH OF URSULINE STREET, ON 5.023 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 12, 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 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. 3505

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 **HC** zoning district at **2909 and 2911 North Frankford Avenue, located west of North Frankford Avenue and north of Ursuline Street, on 5.023 acres of unplatted land out of Block JS, Section 12,** 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3505
August 1, 2024

Exhibit "A"

4. Legal description of land:

A tract of land out of the East part of Section 12, Block JS, Abstract Number 1350, Certificate No. 1260, E.L. & R.R. RR Co. Survey, Lubbock County, Texas; Original Grantee Mrs. J.F. Summers, Lubbock County, Texas and also out of the 233.49 acre tract recorded in Volume 4855, Page 211, Official Real Property Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" rod set in the East line of the said 233.49 acre tract and the West Right-of-Way line of F.M. Road 2528 (North Frankford Avenue), as recorded in a Right-of-Way Deed recorded in Volume 1065, Page 215, Lubbock County, Deed Records, for the Southeast corner of this tract, from whence a found 1/2" rod at the Southeast corner of the 233.49 acre tract bears S 0°00'34" W., 2527.45 feet, from whence a found railroad spike at the Southeast corner of Section 12, Block JS bears S. 89°55'26" E., 60 feet;

THENCE N. 89°55'26" W., 960 feet to a set 1/2" rod for the Southwest corner of this tract;

THENCE N. 0°00'34" E., 227.95 feet to a 1/2" rod set for the Northwest corner of this tract;

THENCE S. 89°55'26" E., 960 feet to a 1/2" rod set in the East line of the said 233.49 acre tract and the West Right-of-Way line of F.M. Road 2528, for the Northeast corner of this tract from whence the most Easterly Northeast corner of the 233.49 acre tract bears N. 0°00'34" E 1595.68 feet;

THENCE S 0°00'34" W., with the East line of the 233.49 acre tract and the West Right-of-Way line of F.M. 21528, 227.95 feet to the PLACE OF BEGINNING.

Planning Department
City of Lubbock

Staff Report	Zone Case 3505
City Council Meeting	August 27, 2024

Applicant Seventeen Services, LLC

Property Owner Scarlet River, LLC

Council District 6

Recommendations

- Staff recommends approval of the request.

Prior Board or Council Action

- May 10, 2018, Ordinance No. 2018-O0050: The subject property was annexed into City limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- August 1, 2024, Zone Case 3505: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Heavey Commercial District (HC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 13
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The subject property remains unplatted and is developed with a vacant residential home built in 2018 and an accessory structure built in 1994.

Adjacent Property Development

The property to the north is zoned SF-2 and is developed with a residential home. The property to the east is zoned SF-2 and is developed with a self-storage facility. To the south, the property is zoned SF-2 and is developed with a residential home and multiple accessory structures. To the west, the property is zoned SF-2 and remains vacant.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2909 and 2911 North Frankford Avenue, located west of Frankford Avenue and north of Ursuline Street. The applicant requests a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Heavy Commercial District (HC)**

Intent Statements

The purpose 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 an 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 Heavy Commercial (HC) District zoning is "… to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise. The district should be located away from residential areas or, if unavoidable, should be heavily buffered."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along North Frankford Avenue. The Master Thoroughfare Plan, 2018, designates Frankford Avenue, as a Principal Arterial (Modified). Arterial streets 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 "Residential low density" land use. While the proposed zone change to HC is not in conformance with this designation, it is appropriate at this location while fronting a major thoroughfare, near an established HC zoned property to the south, and across the street from a self-storage facility.

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 use and may need additional public improvements to support the intensity of uses described in the Heavy Commercial District (HC), as the property remains unplatted.

Attachments
A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3505

Allowable Uses: Heavy Commercial District (HC)

Transportation: The proposed development has an access point from Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue, Principal Arterial (Modified), Partially Completed	R.O.W. 120 feet, three-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 6

3.6 **Zone Case 3505**: Seventeen Services, LLC for Scarlet River, LLC, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 2909 and 2911 North Frankford Avenue, located west of North Frankford Avenue and north of Ursuline Street, on 5.023 acres of unplatted land out of Block JS, Section 12.

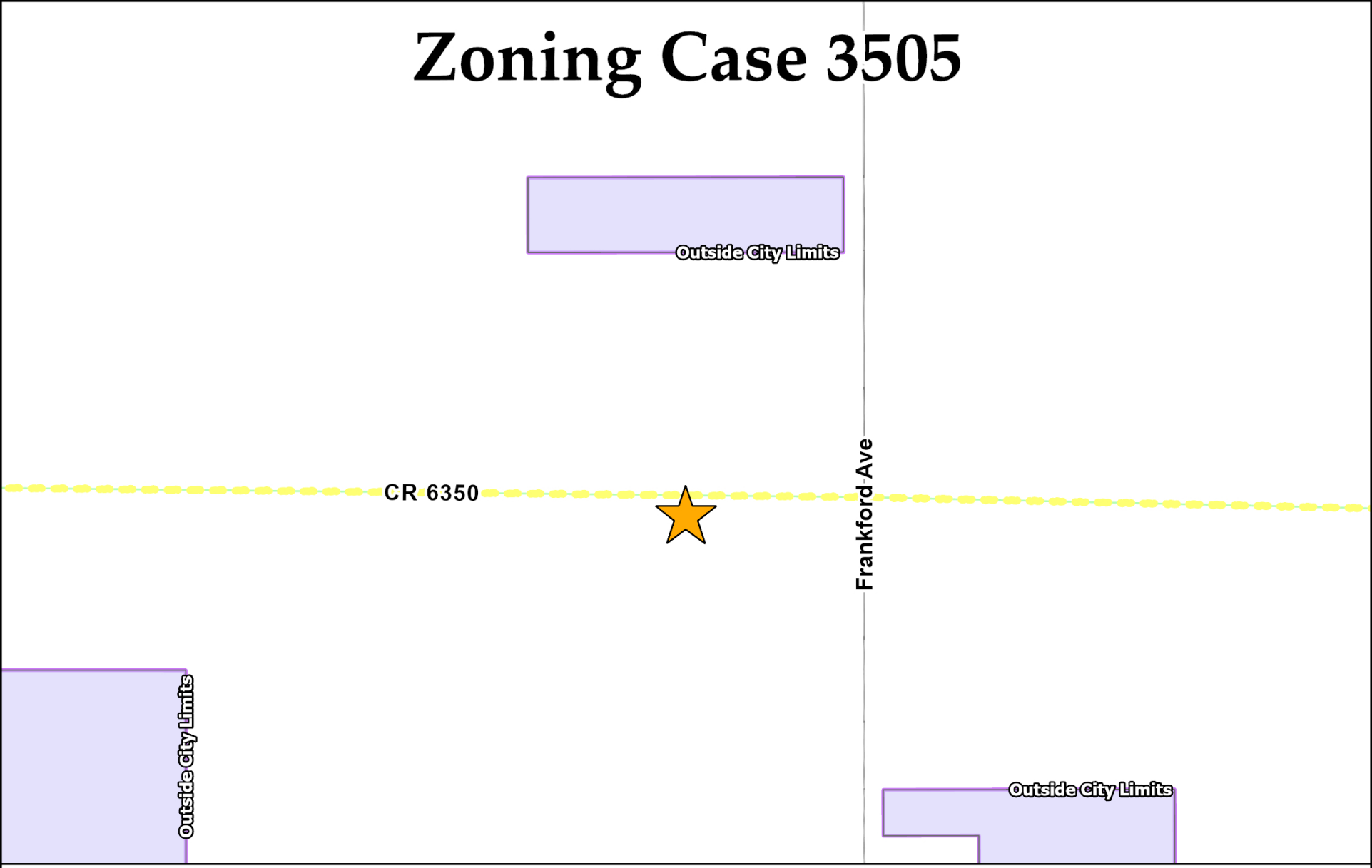
PLANNER ASHLEY PADILLA gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT TYLER GENTRY, 604 County Road 7200, gave comments and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3505**, a motion was made by **ZACH SAWYER** and seconded by **SCOTT GLOYNA** to approve the zone case as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

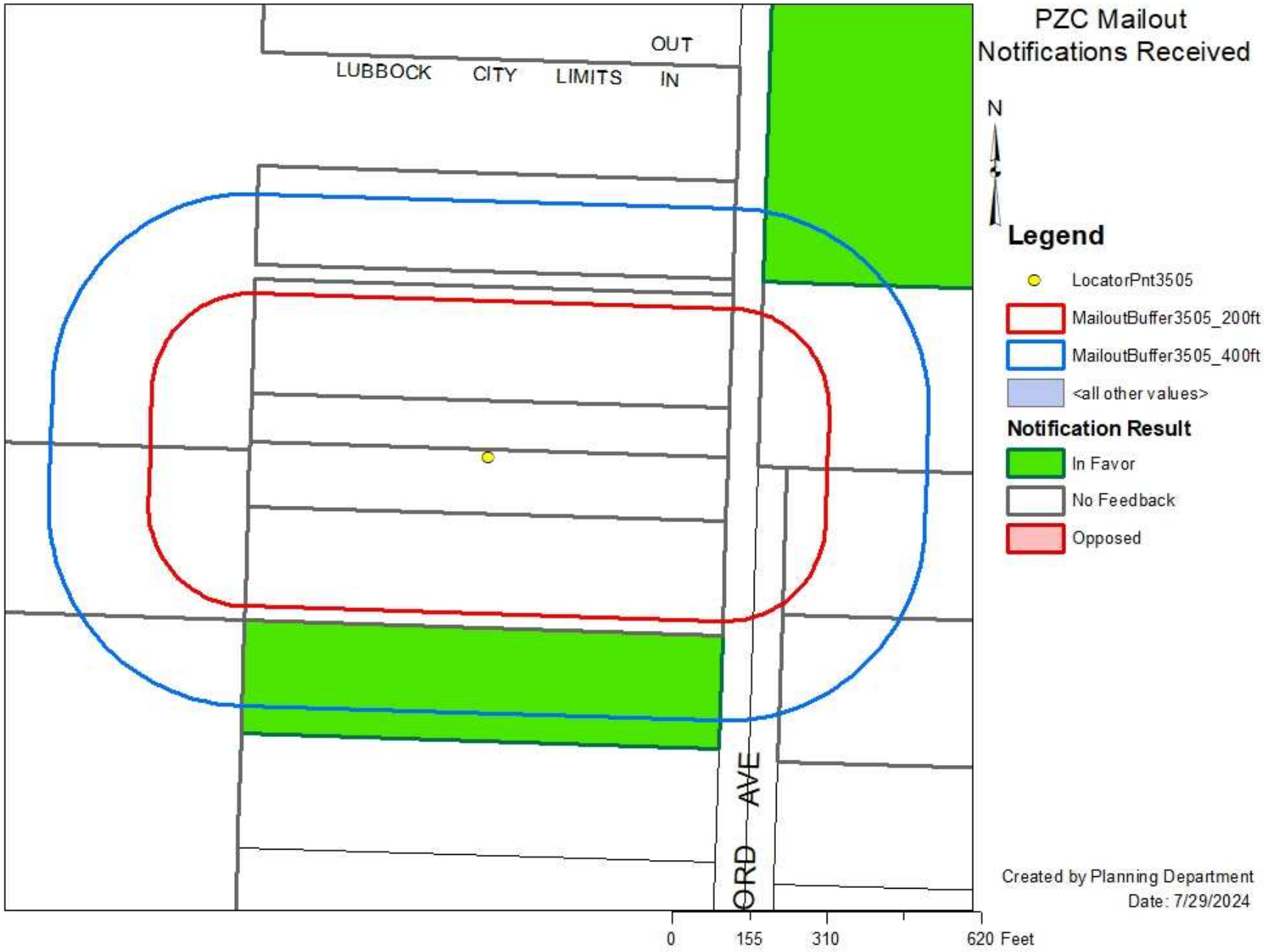
Zoning Case 3505



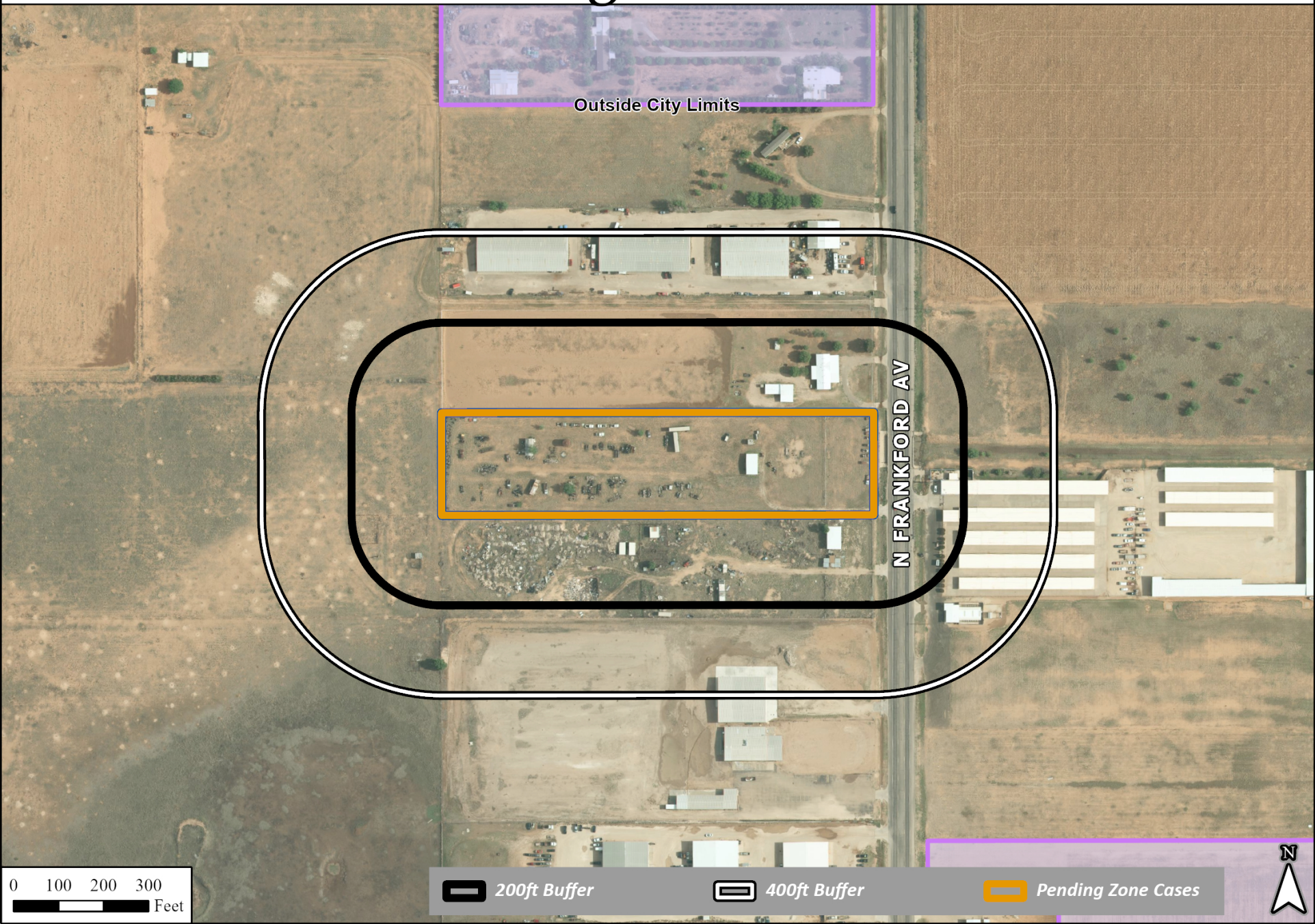
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

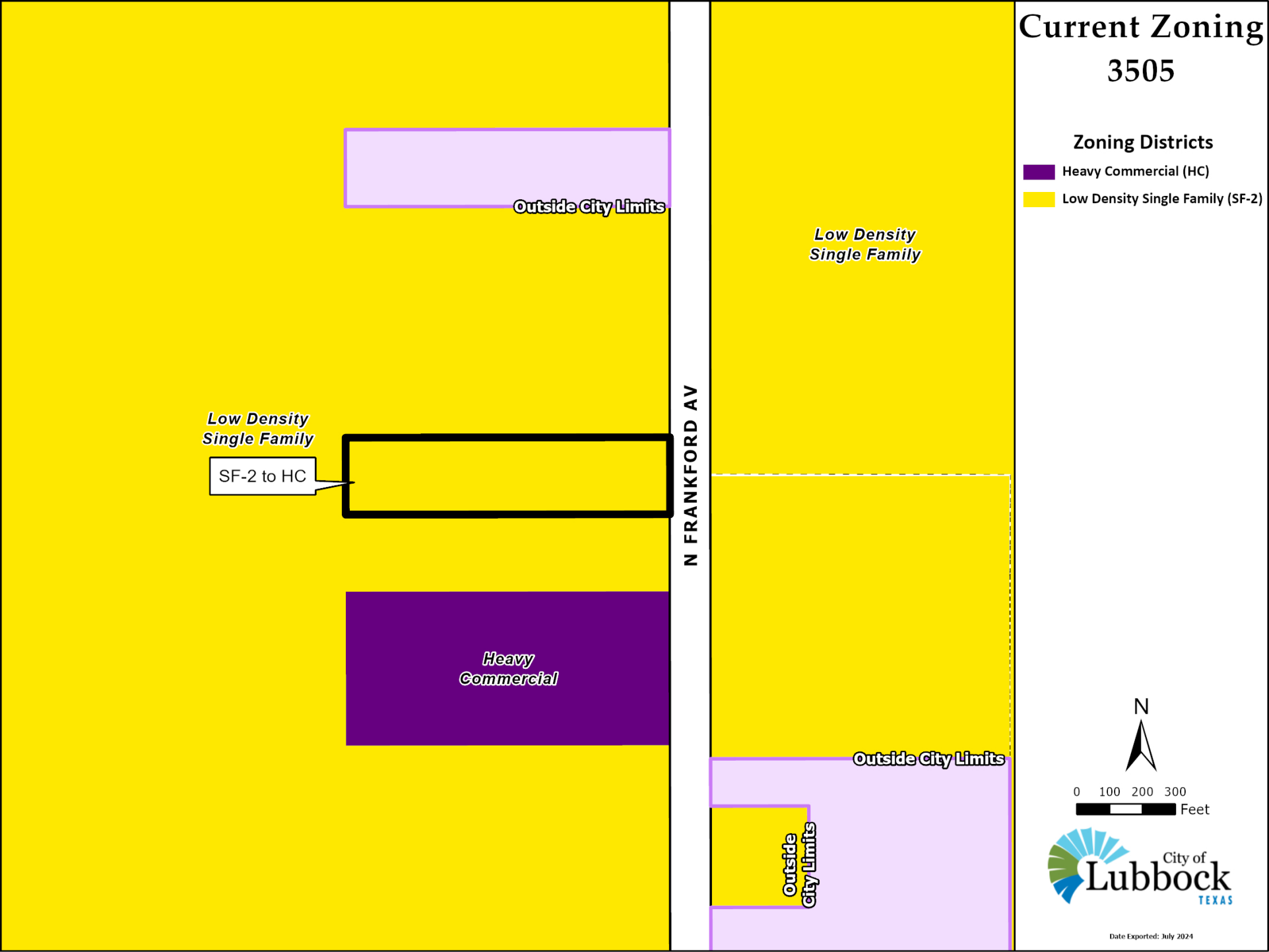
N
W E
S

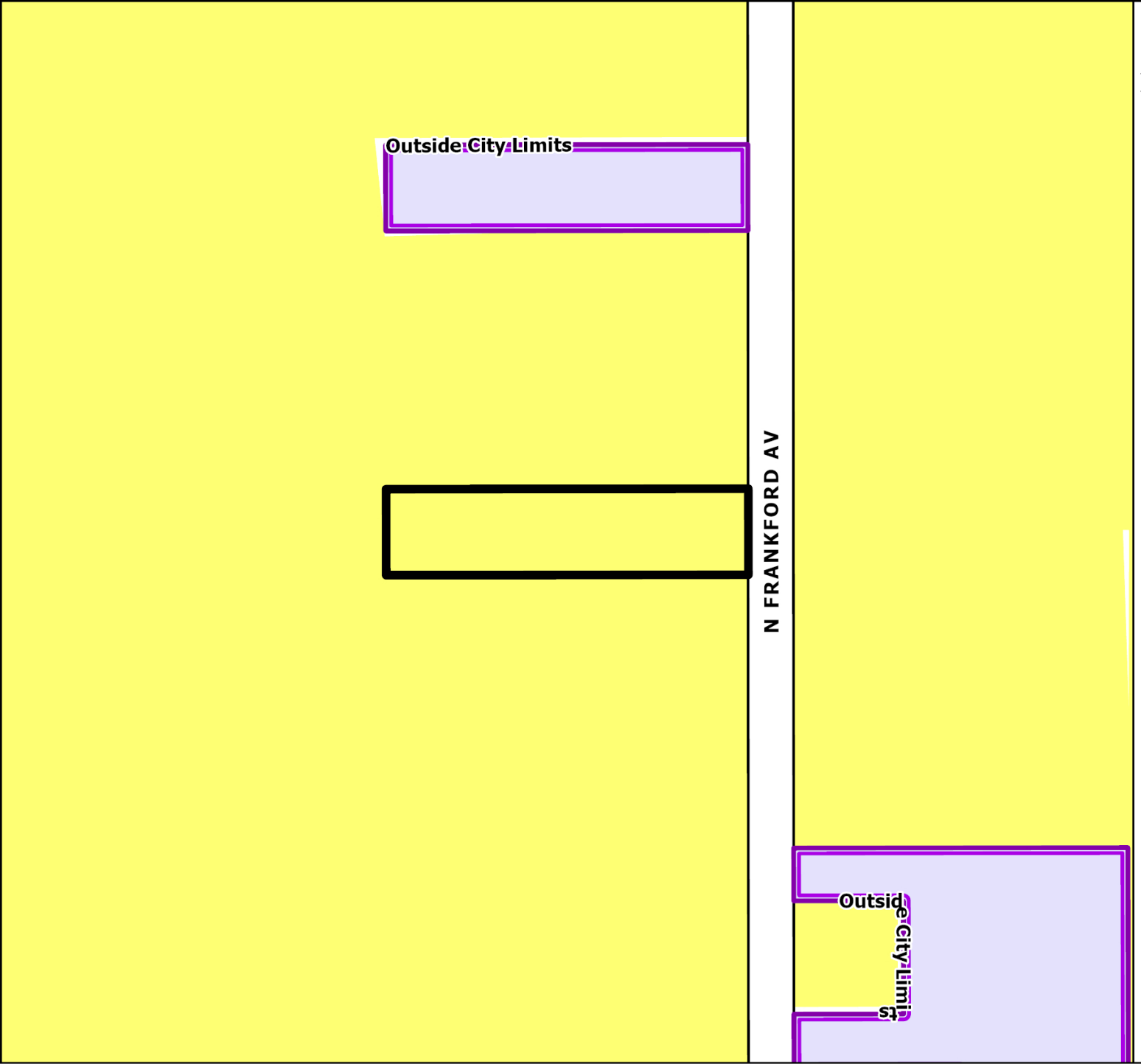
Date Exported: July 2024


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3505
MailoutBuffer3505_200ft
MailoutBuffer3505_400ft
<all other values>
Notification Result
In Favor
No Feedback
Opposed
OUT
LUBBOCK CITY LIMITS IN
ORD AVE
0
155
310
620 Feet
Created by Planning Department
Date: 7/29/2024

Zoning Case 3505




Current Zoning
3505
Zoning Districts
Heavy Commercial (HC)
Low Density Single Family (SF-2)
Outside City Limits
Low Density
Single Family
N FRANKFORD AV
Low Density
Single Family
SF-2 to HC
Heavy
Commercial
Outside City Limits
Outside
City Limits
N
0 100 200 300
Feet
City of
Lubbock
TEXAS
Date Exported: July 2024



Future Land Use Plan
Case 3505

Residential Low Density

Lubbock City Limits

N

0 100 200 300

Feet

City of Lubbock TEXAS

Date Exported: July 2024

3505

Subject Property. View to the west.

Subject Property. View to the west.

View to the east.

View to the south.

3505

View to the north.

GENERAL NOTES - SITE PLAN:

1. THESE NOTES ARE INTENDED FOR GENERAL SCOPE OVERVIEW PURPOSES ONLY. REFER TO CIVIL ENGINEERING PLANS FOR ALL GRADING, PAVING, DRAINAGE, UTILITIES, ADDITIONAL DIMENSIONS AND DETAILS, AS REQUIRED.
2. NOTIFY OWNER'S REPRESENTATIVE 1 BUSINESS DAY PRIOR TO COMMENCEMENT OF WORK.
3. REFER TO CIVIL ENGINEERING GRADING PLAN.
4. THE GROUND SURFACE BENEATH THE SLAB AND PAVING SHALL BE PREPARED IN ACCORDANCE WITH GEOTECHNICAL ENGINEERING REPORT.
5. REFER TO DEED RESTRICTIONS, COVENANTS, AND LOCAL CODES AND ENSURE SITE LAYOUT INSTALLATION / FINISHES WITHIN COMPLIANCE. THE OWNER SHALL OBTAIN APPROVALS AS REQUIRED BY AN EXCLUSIVE AUTHORITY HAVING JURISDICTION (AHJ) ABOVE THOSE OBTAINED BY ARCHITECT OR ENGINEER(S). NOTIFY DESIGNTEAM OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
6. REFER TO DEVELOPMENT PLAT FOR EXACT COORDINATE DIMENSIONS AND BEARINGS OF PROPERTY BOUNDARY.
7. CONFIRM ALL SETBACKS, EASEMENTS, EXISTING UTILITIES AND SITE REQUIREMENTS PRIOR TO CONSTRUCTION.
8. ALL PARKING LOT STRIPPING, SIGNAGES, AND RAMPS SHALL BE COMPLIANCE WITH LOCAL, STATE, FEDERAL ADA, ANSI A117.1, CODES. STRIPPING COLOR TO BE APPROVED BY OWNER.
9. PROVIDE CONCRETE PAVING (STD ONLY - IF SPECIFIED BY OWNER).
10. STORE/INSTALL LANDSCAPING, TREES, AND SHRUBS PRIOR TO INSTALL AND PROVIDE SUBMITTALS FOR OWNER APPROVAL.
11. IF DEVELOPMENT REQUIRES OFFSITE ALL IMPROVEMENTS ALONG PERIMETER OF PROPERTY, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, STREET LIGHTS, ETC. AS PER JURISDICTIONS.

SITE DATA:

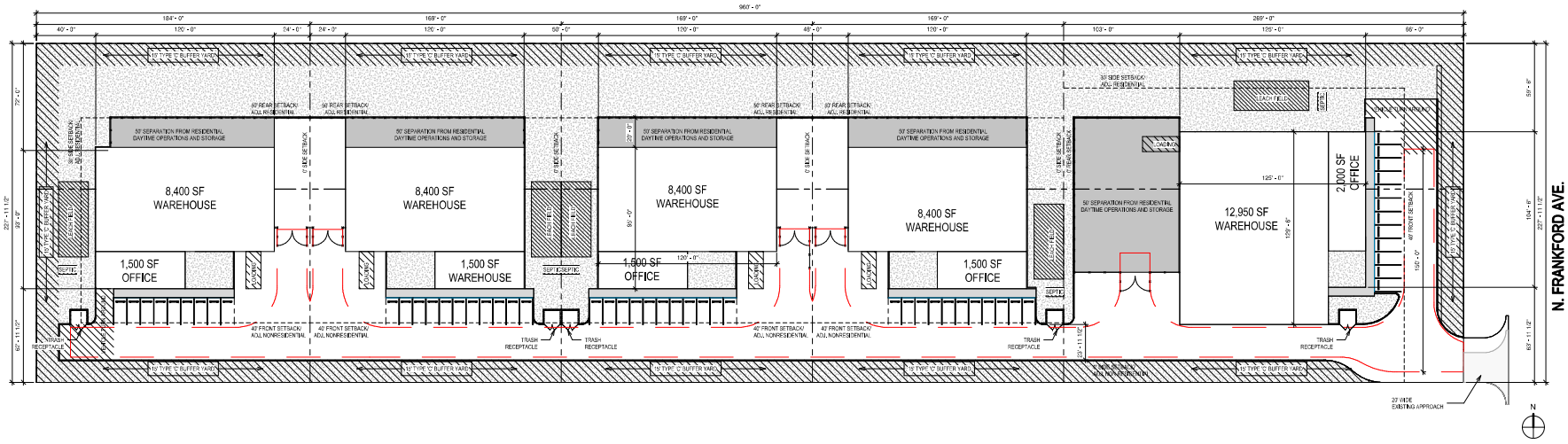
BUILDING AREA: 34,600 SF (TOTAL)
SITE AREA: +/- 2.50 AC
USE: ZONING HEAVY COMMERCIAL (HC) (PENDING REZONING)

PARKING RATIO: OFFICE: 1 PER 300 SF (2,000 SF)
PARKING RATIO: WAREHOUSE: 1 PER 1,000 SF (29,000 SF)
PARKING REQUIRED: 31 SPACES
PARKING PROVIDED: 34 SPACES (PER SHARED PARKING AGREEMENT)
ADA SPACES REQUIRED: 2 SPACES
ADA SPACES PROVIDED: 4 SPACES

LANDSCAPE CALCULATIONS:
LANDSCAPE REQUIRED (10%): +/- 21,000 SF
LANDSCAPE PROVIDED: +/- 24,000 SF
LANDSCAPING REQUIREMENTS SPACES BY OTHERS

NOTE: ARCHITECTURAL SITE PLAN IS PROVIDED FOR SCHEMATIC PURPOSES ONLY - REFER TO CIVIL SITE PLAN FOR ALL DIMENSIONS, EXACT PROPERTY LINE SPECIFICATIONS, DETAILS, ETC.

PROPERTY DESCRIPTION:



1 Architectural Site Plan Opt 1
1" = 30'-0"

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REVISIONS:

No.	Description	Date

Watkings Frankford Development
2911 N. Frankford Ave.
Lubbock, Texas

17services.com
TYLER GENTRY
REGISTERED TEXAS ARCHITECT #27212

PRELIMINARY DRAFT

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
06.12.2024

Seventeen Services LLC
Texas Architecture Firm BR 3014
1500 Broadway St, Suite 203
Lubbock, TX 79401
806.787.8533
tyler@17services.com

Project Number	3004
Date	06.12.2024
Drawn By	KH
Sheet Size	E1 30X42

ARCHITECTURAL SITE PLAN OPT

A1.1

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: R138602 & R138603

Lots/Tracts: BLK JS SEC 12 AB 1350 TR 12F NORTH FRANKFORD AC: 2.865 & BLK JS SEC 12 AB 1350 TR 12S NORTH FRANKFORD AC: 2.158

Survey & Abstract:

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 5.023 acres

Existing Land Use: Commercial & Industrial Vacant Land Existing Zoning: SF-2

Requested Zoning: HC - Heavy Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services LLC

Name: K'Leigh Hernandez

Address: 1500 Broadway St STE 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-787-8533 Email: kleigh@17services.com

Applicant's Signature: K'Leigh Hernandez
K'Leigh Hernandez (Jun 12, 2024 12:43 CDT)

Date: 06/12/2024 Printed Name: K'Leigh Hernandez

Owner Information

Firm Name: Scarlet River LLC

Owner: Stephen Watkins

Address: 810 Texas Ave. City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-544-0941 Email: swatkins5714@yahoo.com

Property Owner's Signature: Stephen Watkins
Stephen Watkins (Jun 12, 2024 12:09 CDT)

Date: 06/12/2024 Printed Name: Stephen Watkins

Preparer Information

Preparer's Signature: K'Leigh Hernandez

Date: 06/12/2024 Printed Name: K'Leigh Hernandez

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3505***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Charles Bolton

Signature: Charles Bolton

Address: 73476 x9

Address of Property Owned: 7769 N Frankford

Phone Number: 806 535 3513

Email: loader@boltonoil.com

Zone Case Number: **3505** R158274 Recipient 11 of 13

BOLTON OIL COMPANY LTD
PO BOX 3176
LUBBOCK TX 79452

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.:** ***3505***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Mont McClendon

Signature: _____

Address: 1500 Broadway, 79401

Address of Property Owned: E. of Frankford

Phone Number: 806-793-9703

Email: mont.mcclendon@medigal.com

Zone Case Number: **3505** R63214 Recipient 7 of 13
NWP EB-5 PROJECT LLC
1500 BROADWAY ST STE 1500
LUBBOCK TX 79401

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing on the proposed 2024 Assessment Rate for the Bell Farms Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

This item includes a public hearing, and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Bell Farms PID to speak in favor of, or in opposition to, the assessment to be levied in the Bell Farms PID for 2024. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 10, 2024, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2024 is $0.12 per $100 valuation. This is the same rate as 2023. All property will be assessed for 2024.

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

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance in the entryways and parks, repair and replace amenities, enhance and maintain amenities at the entry stations, lighting, and any other maintenance needed on projects in the District, as well as cover a portion of administering the PID. The projected assessment that will be collected for 2024, based on estimated values, is $486,092.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Director of Business Development
Bell Farms PID Advisory Board

Attachments

Ordinance

Exhibit A

Exhibit B

Bell Farms PID 2024 Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE BELL FARMS PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2024 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2024-25; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

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

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

WHEREAS, On July 12, 2018, the City Council passed Ordinance No. 2018-O0079, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The revised 2024 Plan for the District is attached hereto as "Exhibit B"; and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 27, 2024, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2024 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2024 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.12 per $100.00 valuation for tax years 2024 through 2028, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2024 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

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

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 27, 2024 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: THAT the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied. The City

Council finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District. The City Council further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State. The City Council finds that the proceedings that the City has had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2024 City net taxable value in the manner described in the assessment attached hereto in "Exhibits B" and "C" shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2025 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2024.

Passed by the City Council on second reading on _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Chuck Brock
_____
Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/ORD. Economic Development – Bell Farms PID – Service Plan, Assessment Role, and Levy
August 27, 2024

EXHIBIT A

Resolution No. 2018-R0182

Item No. 6.8

May 24, 2018

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) That authorization of the Bell Farms Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Bell Farms Public Improvement District for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; and, the costs of establishing, administering, and operating the public improvement district; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Bell Farms Public Improvement District through Fiscal Year 2022-23 is approximately three hundred twenty thousand two hundred sixteen dollars ($320,216) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of twelve cents ($0.12) per one hundred dollars ($100) of valuation of property within the Bell Farms Public Improvement District through Fiscal Year 2022-23, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Bell Farms Public Improvement District and the City, all the Costs will be paid by the Bell Farms Public Improvement District through assessments on the property within the boundaries of the Bell Farms Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Bell Farms Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the initial governing board for the Bell Farms Public Improvement District. The initial governing board shall act as an advisory board of the City of Lubbock, and shall be composed of three (3) members, each of whom will represent a developer of the property within the Bell Farms Public Improvement District. The initial governing board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards. The initial governing board for the Bell Farms Public Improvement District shall serve a one (1) year term. The City Council may extended the term of the initial governing board beyond one (1) year. The initial governing board of the Bell Farms Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Bell Farms Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Bell Farms Public Improvement District. Upon the end of the term of the initial governing board of the Bell Farms Public Improvement District, the initial governing board will automatically dissolve and the Bell Farms Public Improvement District Advisory Board (the "PID Board") shall be created in its place. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Bell Farms Public Improvement District.

SECTION 5: THAT the notice of this authorization for the Bell Farms Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.

SECTION 6: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

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

Passed by the City Council on May 24, 2018.

JEFF GRIFFITH, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

EXHIBIT A

EXHIBIT 1

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE TO COPY OF PUBLIC RECORD

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

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

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

(City Seal)

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

EXHIBIT A

EXHIBIT 1

City of Lubbock TEXAS

April 17, 2018

To: Becky Garza, City Secretary

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

CC: Blu Kostelich, Chief Financial Officer

Re: Bell Farms Public Improvement District Petition

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

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

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

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

EXHIBIT A

EXHIBIT 1

Proposed Bell Farms PID

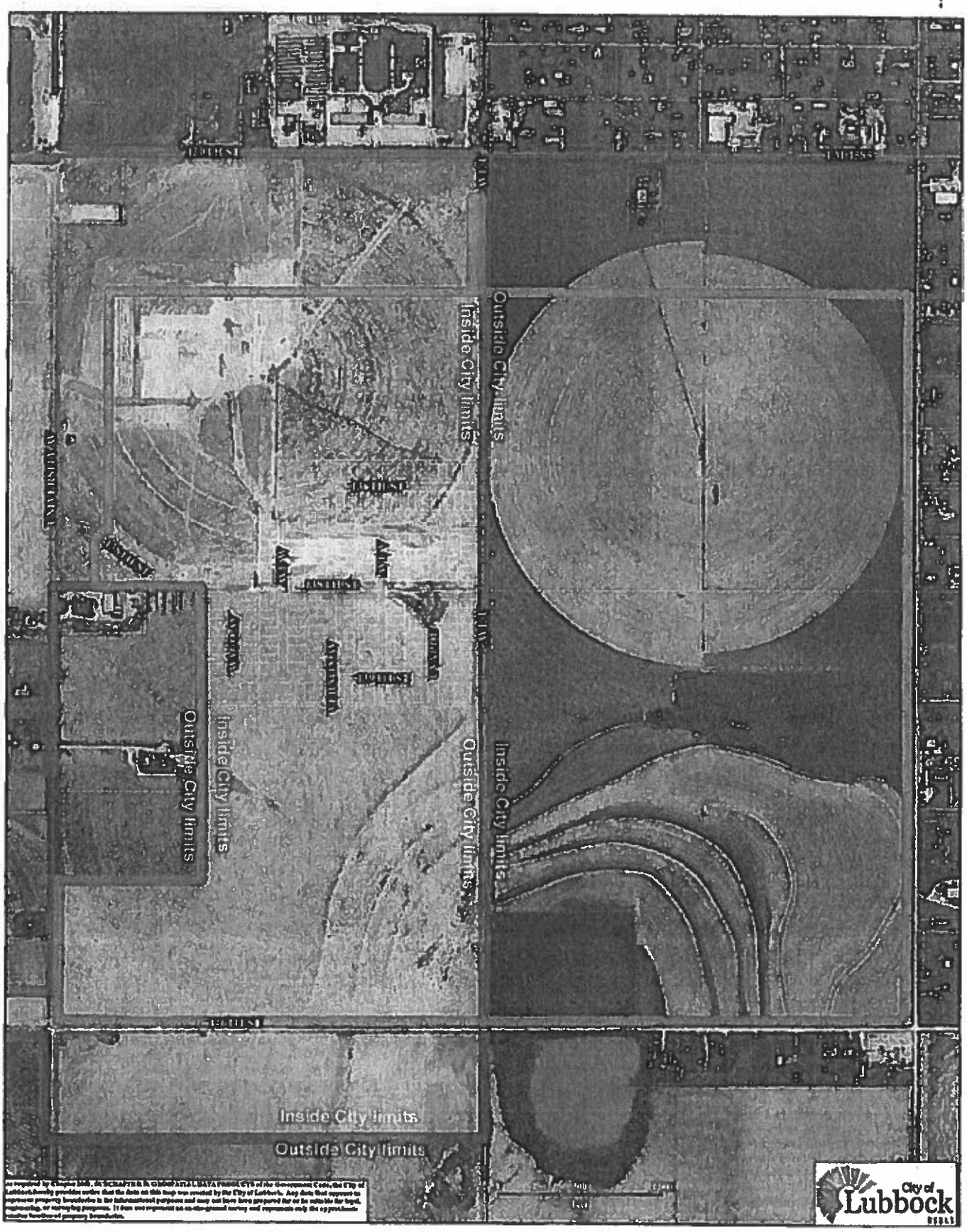

EXHIBIT A

EXHIBIT 1

Proposed Bell Farms PID
2018 Preliminary Roll

QuickRef	LocTaxYe	Owner Name	Situs	LegalDescription	SftLandSize	Acres	Taxable	Petition Received
R329160	2018	JONES, JACQUENETTE	13618 AVE U, LUBBOCK, TX 79423	BELL FARMS L 1	4880	0.112029	69,256.00	Y
R329162	2018	LOWE MICHAEL & KRISTI L	13614 AVE U, LUBBOCK, TX 79423	BELL FARMS L 3	5055	0.116047	67,621.00	Y
R329164	2018	LOPEZ MYKELLEE SHELBIE &	13610 AVE U, LUBBOCK, TX 79423	BELL FARMS L 5	5069	0.116368	133,688.00	Y
R329165	2018	BETENBOUGH HOMES INC	13608 AVE U, LUBBOCK, TX 79423	BELL FARMS L 6	5076	0.116529	67,093.00	Y
R329166	2018	SOLIZ JONATHAN &	13606 AVE U, LUBBOCK, TX 79423	BELL FARMS L 7	5082	0.116667	65,212.00	Y
R329167	2018	BEARDEN STEPHEN & HOLLY	13604 AVE U, LUBBOCK, TX 79423	BELL FARMS L 8	5089	0.116827	128,762.00	Y
R329168	2018	RCJC PROPERTIES LLC	13602 AVE U, LUBBOCK, TX 79423	BELL FARMS L 9	4963	0.113935	124,824.00	Y
R329172	2018	BROWN WILLIAM WALTON &	13607 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 13	5426	0.124564	126,444.00	Y
R329182	2018	SMITH LOGAN & JESSICA	13606 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 23	5426	0.124564	129,941.00	Y
R329183	2018	SANDERS, LARRY	13604 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 24	5627	0.129178	171,668.00	Y
R329184	2018	BETENBOUGH HOMES INC	13602 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 25	8192	0.188062	28,672.00	Y
R329185	2018	BETENBOUGH HOMES INC	13601 AVE V, LUBBOCK, TX 79423	BELL FARMS L 26	8192	0.188062	28,672.00	Y
R329187	2018	CLAUNCH, SHAWN	13605 AVE V, LUBBOCK, TX 79423	BELL FARMS L 28	5426	0.124564	129,941.00	Y
R329189	2018	QUATTLEBAUM, DENNIS	13609 AVE V, LUBBOCK, TX 79423	BELL FARMS L 30	5426	0.124564	129,941.00	Y
R329190	2018	DAVIS, CAYCE B	13611 AVE V, LUBBOCK, TX 79423	BELL FARMS L 31	5426	0.124564	126,444.00	Y
R329191	2018	SOLIS JOSEFINA P & MICHAEL R	13613 AVE V, LUBBOCK, TX 79423	BELL FARMS L 32	6029	0.138407	167,708.00	Y
R329202	2018	LACY ROBERT L SR & MARGARET	13609 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 43	5040	0.115702	111,890.00	Y
R329204	2018	WALKING C HOLDINGS LLC	13613 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 45	5040	0.115702	125,093.00	Y
R329207	2018	ALVAREZ, JUAN FRANCISCO	13619 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 48	5600	0.128558	149,170.00	Y
R329209	2018	BLANCO, PERLA MARIE	2135 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 50	5839	0.134045	74,610.00	Y
R329213	2018	JIN XIAOGUANG MICHAEL &	2127 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 54	5175	0.118802	135,963.00	Y
R329214	2018	ARIAS ISAAC & LORENA	2125 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 55	5750	0.132002	74,535.00	Y
R329215	2018	JIN XIAOGUANG MICHAEL &	2123 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 56	5175	0.118802	129,063.00	Y
R329218	2018	WALKING C HOLDINGS LLC	2117 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 59	5175	0.118802	121,814.00	Y
R329219	2018	BETENBOUGH HOMES INC	2115 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 60	5750	0.132002	164,572.00	Y
R329220	2018	BETENBOUGH HOMES INC	2113 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 61	5750	0.132002	130,284.00	Y
R329221	2018	STONE, DESTINIE SHANE	2111 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 62	5175	0.118802	151,744.00	Y
R329224	2018	CONTRERAS MARCO & HILDA	2105 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 65	5175	0.118802	144,912.00	Y
R329225	2018	JAMES ROSS & ANDI	2103 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 66	5750	0.132002	169,515.00	Y
R329226	2018	INDOMITABLE DOZEN LLC	2101 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 67	5574	0.127961	126,962.00	Y
R329235	2018	GONZALES, JESSE J	2118 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 76	5750	0.132002	168,123.00	Y
R329236	2018	SMITH OTIS KEITH & KATRINA M	2120 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 77	5750	0.132002	155,169.00	Y
R329238	2018	WALKING C HOLDINGS LLC	2124 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 79	5175	0.118802	125,566.00	Y
R329239	2018	PYRON, CHARITY	2126 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 80	5750	0.132002	163,994.00	Y
R329242	2018	LLOYD, ABIGAIL	2132 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 83	5175	0.118802	142,158.00	Y
R329244	2018	BETENBOUGH HOMES INC	2136 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 85	7930	0.182048	58,015.00	Y
R329247	2018	DRAKE PHILIP L & VICKI L	13606 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 88	5600	0.128558	167,598.00	Y
R329249	2018	COOPER, LINDSEY	13610 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 90	5600	0.128558	149,170.00	Y
R329250	2018	GUAJARDO FAMILY HOLDINGS	13612 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 91	5040	0.115702	128,590.00	Y
R329257	2018	FRIEVALT RONALD J & MAXINE	13617 AVE W, LUBBOCK, TX 79423	BELL FARMS L 98	5600	0.128558	171,573.00	Y
R329260	2018	WALKING C HOLDINGS LLC	13611 AVE W, LUBBOCK, TX 79423	BELL FARMS L 101	5040	0.115702	140,443.00	Y
R329270	2018	FERGUSON REAL ESTATE LLC	13610 AVE W, LUBBOCK, TX 79423	BELL FARMS L 111	5989	0.137489	150,436.00	Y
R329276	2018	VILASECA, WILLIAM	13622 AVE W, LUBBOCK, TX 79423	BELL FARMS L 117	6481	0.148783	152,254.00	Y

EXHIBIT A

Proposed Bell Farms PID
2018 Preliminary Roll

QuickRef	LocTaxYe	Owner Name	Situs	Legal Description	SftLandSiz	Acres	Taxable	Petition Received
R329277	2018	BETENBOUGH HOMES INC	13619 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 118	6687	0.153512	80,953.00	Y
R329278	2018	BURKE, NATHAN R	13617 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 119	5600	0.128558	149,170.00	Y
R329284	2018	PERKINS, SHIRLEY	13605 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 125	5527	0.126882	126,798.00	Y
R329285	2018	PARRISH, WESTON ROBERT	13603 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 126	5912	0.135721	150,166.00	Y
R329287	2018	BETENBOUGH HOMES INC	13606 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 128	7178	0.164784	160,555.00	Y
R329289	2018	NAVIA, KAREN V	13610 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 130	6191	0.142126	132,808.00	Y
R329290	2018	GUITRONBACA, JAIME OBED	13612 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 131	6810	0.156336	176,537.00	Y
R329292	2018	DAWSON KEVIN & SHELBY	13616 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 133	9298	0.213453	208,252.00	Y
R330500	2018	BETENBOUGH HOMES INC	13802 AVE U, LUBBOCK, TX 79423	BELL FARMS L 134	5434	0.124747	19,019.00	Y
R330501	2018	BETENBOUGH HOMES INC	13804 AVE U, LUBBOCK, TX 79423	BELL FARMS L 135	5598	0.128512	19,593.00	Y
R330502	2018	BETENBOUGH HOMES INC	13806 AVE U, LUBBOCK, TX 79423	BELL FARMS L 136	5597	0.128489	19,590.00	Y
R330503	2018	BETENBOUGH HOMES INC	13808 AVE U, LUBBOCK, TX 79423	BELL FARMS L 137	5041	0.115725	17,644.00	Y
R330504	2018	BETENBOUGH HOMES INC	13810 AVE U, LUBBOCK, TX 79423	BELL FARMS L 138	5604	0.12865	19,614.00	Y
R330505	2018	BETENBOUGH HOMES INC	13812 AVE U, LUBBOCK, TX 79423	BELL FARMS L 139	5608	0.128742	19,628.00	Y
R330506	2018	BETENBOUGH HOMES INC	13814 AVE U, LUBBOCK, TX 79423	BELL FARMS L 140	5529	0.126928	19,352.00	Y
R330507	2018	BETENBOUGH HOMES INC	2102 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 141	7005	0.160813	24,518.00	Y
R330508	2018	BETENBOUGH HOMES INC	2104 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 142	6944	0.159412	24,304.00	Y
R330509	2018	BETENBOUGH HOMES INC	2106 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 143	6944	0.159412	24,304.00	Y
R330510	2018	BETENBOUGH HOMES INC	2108 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 144	6944	0.159412	24,304.00	Y
R330511	2018	BETENBOUGH HOMES INC	2110 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 145	6975	0.160124	24,413.00	Y
R330512	2018	BETENBOUGH HOMES INC	13813 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 146	5871	0.13478	20,549.00	Y
R330513	2018	BETENBOUGH HOMES INC	13811 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 147	6030	0.13843	21,105.00	Y
R330514	2018	BETENBOUGH HOMES INC	13809 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 148	6030	0.13843	21,105.00	Y
R330515	2018	BETENBOUGH HOMES INC	13807 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 149	5427	0.124587	18,995.00	Y
R330516	2018	BETENBOUGH HOMES INC	13805 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 150	6008	0.137925	21,028.00	Y
R330517	2018	BETENBOUGH HOMES INC	13803 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 151	6392	0.14674	22,372.00	Y
R330518	2018	BETENBOUGH HOMES INC	13801 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 152	6321	0.14511	22,124.00	Y
R330519	2018	BETENBOUGH HOMES INC	13802 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 153	6113	0.140335	21,396.00	Y
R330520	2018	BETENBOUGH HOMES INC	13804 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 154	4713	0.108196	16,496.00	Y
R330521	2018	BETENBOUGH HOMES INC	13806 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 155	5371	0.123301	18,799.00	Y
R330522	2018	BETENBOUGH HOMES INC	13808 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 156	5425	0.124541	18,988.00	Y
R330523	2018	BETENBOUGH HOMES INC	13810 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 157	5425	0.124541	18,988.00	Y
R330524	2018	BETENBOUGH HOMES INC	13812 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 158	5425	0.124541	18,988.00	Y
R330525	2018	BETENBOUGH HOMES INC	13814 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 159	5425	0.124541	18,988.00	Y
R330526	2018	BETENBOUGH HOMES INC	13816 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 160	5425	0.124541	18,988.00	Y
R330527	2018	BETENBOUGH HOMES INC	13818 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 161	5425	0.124541	18,988.00	Y
R330528	2018	BETENBOUGH HOMES INC	13820 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 162	5425	0.124541	18,988.00	Y
R330529	2018	BETENBOUGH HOMES INC	13822 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 163	5861	0.13455	20,514.00	Y
R330530	2018	BETENBOUGH HOMES INC	13819 AVE V, LUBBOCK, TX 79423	BELL FARMS L 164	6295	0.144513	22,033.00	Y
R330531	2018	BETENBOUGH HOMES INC	13817 AVE V, LUBBOCK, TX 79423	BELL FARMS L 165	5217	0.119766	18,260.00	Y
R330532	2018	BETENBOUGH HOMES INC	13815 AVE V, LUBBOCK, TX 79423	BELL FARMS L 166	5910	0.135675	20,685.00	Y
R330533	2018	BETENBOUGH HOMES INC	13813 AVE V, LUBBOCK, TX 79423	BELL FARMS L 167	5929	0.136111	20,752.00	Y
R330534	2018	BETENBOUGH HOMES INC	13811 AVE V, LUBBOCK, TX 79423	BELL FARMS L 168	5929	0.136111	20,752.00	Y
R330535	2018	BETENBOUGH HOMES INC	13809 AVE V, LUBBOCK, TX 79423	BELL FARMS L 169	5929	0.136111	20,752.00	Y
R330536	2018	BETENBOUGH HOMES INC	13807 AVE V, LUBBOCK, TX 79423	BELL FARMS L 170	5929	0.136111	20,752.00	Y

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QuickRef	IDocTaxYe	Owner Name	Situs	Legal Description	SftLandSize	Acres	Taxable	Petition Received
R330537	2018	BETENBOUGH HOMES INC	13805 AVE V, LUBBOCK, TX 79423	BELL FARMS L 171	5929	0.136111	20,752.00	Y
R330538	2018	BETENBOUGH HOMES INC	13803 AVE V, LUBBOCK, TX 79423	BELL FARMS L 172	5929	0.136111	20,752.00	Y
R330539	2018	BETENBOUGH HOMES INC	13801 AVE V, LUBBOCK, TX 79423	BELL FARMS L 173	5929	0.136111	20,752.00	Y
R330540	2018	BETENBOUGH HOMES INC	13802 AVE V, LUBBOCK, TX 79423	BELL FARMS L 174	6098	0.139991	21,343.00	Y
R330541	2018	BETENBOUGH HOMES INC	13804 AVE V, LUBBOCK, TX 79423	BELL FARMS L 175	6129	0.140702	21,452.00	Y
R330542	2018	BETENBOUGH HOMES INC	13806 AVE V, LUBBOCK, TX 79423	BELL FARMS L 176	6129	0.140702	21,452.00	Y
R330543	2018	BETENBOUGH HOMES INC	13808 AVE V, LUBBOCK, TX 79423	BELL FARMS L 177	6129	0.140702	21,452.00	Y
R330544	2018	BETENBOUGH HOMES INC	13810 AVE V, LUBBOCK, TX 79423	BELL FARMS L 178	6129	0.140702	21,452.00	Y
R330545	2018	BETENBOUGH HOMES INC	13812 AVE V, LUBBOCK, TX 79423	BELL FARMS L 179	6129	0.140702	21,452.00	Y
R330546	2018	BETENBOUGH HOMES INC	13814 AVE V, LUBBOCK, TX 79423	BELL FARMS L 180	6129	0.140702	21,452.00	Y
R330547	2018	BETENBOUGH HOMES INC	13816 AVE V, LUBBOCK, TX 79423	BELL FARMS L 181	6110	0.140266	21,385.00	Y
R330548	2018	BETENBOUGH HOMES INC	13818 AVE V, LUBBOCK, TX 79423	BELL FARMS L 182	5417	0.124357	18,960.00	Y
R330549	2018	BETENBOUGH HOMES INC	13820 AVE V, LUBBOCK, TX 79423	BELL FARMS L 183	6481	0.148783	22,684.00	Y
R330550	2018	BETENBOUGH HOMES INC	13819 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 184	5506	0.1264	19,271.00	Y
R330551	2018	BETENBOUGH HOMES INC	13817 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 185	5600	0.128558	19,600.00	Y
R330552	2018	BETENBOUGH HOMES INC	13815 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 186	5600	0.128558	35,299.00	Y
R330553	2018	BETENBOUGH HOMES INC	13813 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 187	5600	0.128558	19,600.00	Y
R330554	2018	BETENBOUGH HOMES INC	13811 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 188	5600	0.128558	19,600.00	Y
R330555	2018	BETENBOUGH HOMES INC	13809 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 189	5600	0.128558	19,600.00	Y
R330556	2018	BETENBOUGH HOMES INC	13807 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 190	5600	0.128558	19,600.00	Y
R330557	2018	REIGH, LAURA E	13805 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 191	5600	0.128558	86,312.00	Y
R330558	2018	BETENBOUGH HOMES INC	13803 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 192	5600	0.128558	100,573.00	Y
R330559	2018	BETENBOUGH HOMES INC	13801 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 193	5514	0.126584	19,299.00	Y
R330560	2018	BETENBOUGH HOMES INC	13802 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 194	5900	0.135445	20,650.00	Y
R330561	2018	BETENBOUGH HOMES INC	13804 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 195	5600	0.128558	19,600.00	Y
R330562	2018	BETENBOUGH HOMES INC	13806 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 196	5600	0.128558	19,600.00	Y
R330563	2018	BETENBOUGH HOMES INC	13808 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 197	5600	0.128558	19,600.00	Y
R330564	2018	BETENBOUGH HOMES INC	13810 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 198	5600	0.128558	19,600.00	Y
R330565	2018	BETENBOUGH HOMES INC	13812 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 199	5040	0.115702	17,640.00	Y
R330566	2018	BETENBOUGH HOMES INC	13814 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 200	5600	0.128558	19,600.00	Y
R330567	2018	BETENBOUGH HOMES INC	13816 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 201	5600	0.128558	19,600.00	Y
R330568	2018	BETENBOUGH HOMES INC	13818 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 202	5599	0.128535	19,597.00	Y
R330569	2018	BETENBOUGH HOMES INC	13820 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 203	5590	0.128329	19,565.00	Y
R330570	2018	BETENBOUGH HOMES INC	13817 AVE W, LUBBOCK, TX 79423	BELL FARMS L 204	7656	0.175758	26,796.00	Y
R330571	2018	BETENBOUGH HOMES INC	13815 AVE W, LUBBOCK, TX 79423	BELL FARMS L 205	6160	0.141414	21,560.00	Y
R330572	2018	RANDALL, JODY COFER	13813 AVE W, LUBBOCK, TX 79423	BELL FARMS L 206	5600	0.128558	114,403.00	Y
R330573	2018	BETENBOUGH HOMES INC	13811 AVE W, LUBBOCK, TX 79423	BELL FARMS L 207	6160	0.141414	21,560.00	Y
R330574	2018	BETENBOUGH HOMES INC	13809 AVE W, LUBBOCK, TX 79423	BELL FARMS L 208	6160	0.141414	21,560.00	Y
R330575	2018	BETENBOUGH HOMES INC	13807 AVE W, LUBBOCK, TX 79423	BELL FARMS L 209	6160	0.141414	21,560.00	Y
R330576	2018	BETENBOUGH HOMES INC	13805 AVE W, LUBBOCK, TX 79423	BELL FARMS L 210	5600	0.128558	19,600.00	Y
R330577	2018	BETENBOUGH HOMES INC	13803 AVE W, LUBBOCK, TX 79423	BELL FARMS L 211	6160	0.141414	21,560.00	Y
R330578	2018	BETENBOUGH HOMES INC	13801 AVE W, LUBBOCK, TX 79423	BELL FARMS L 212	6010	0.137971	21,035.00	Y
R330579	2018	BETENBOUGH HOMES INC	13802 AVE W, LUBBOCK, TX 79423	BELL FARMS L 213	6012	0.138017	21,042.00	Y
R330580	2018	BETENBOUGH HOMES INC	13804 AVE W, LUBBOCK, TX 79423	BELL FARMS L 214	6160	0.141414	21,560.00	Y
R330581	2018	BETENBOUGH HOMES INC	13806 AVE W, LUBBOCK, TX 79423	BELL FARMS L 215	5600	0.128558	19,600.00	Y
R330582	2018	BETENBOUGH HOMES INC	13808 AVE W, LUBBOCK, TX 79423	BELL FARMS L 216	6160	0.141414	21,560.00	Y
R330583	2018	BETENBOUGH HOMES INC	13810 AVE W, LUBBOCK, TX 79423	BELL FARMS L 217	6160	0.141414	21,560.00	Y

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QuickRefID	LocTaxYear	OwnerName	Situs	LegalDescription	SftLandSize	Acres	Tatable	Petition Received
R330584	2018	BETENBOUGH HOMES INC	13812 AVE W, LUBBOCK, TX 79423	BELL FARMS L 218	6160	0.141414	21,560.00	Y
R330585	2018	BETENBOUGH HOMES INC	13814 AVE W, LUBBOCK, TX 79423	BELL FARMS L 219	5600	0.128558	19,600.00	Y
R330586	2018	BETENBOUGH HOMES INC	13816 AVE W, LUBBOCK, TX 79423	BELL FARMS L 220	6160	0.141414	21,560.00	Y
R330587	2018	BETENBOUGH HOMES INC	13818 AVE W, LUBBOCK, TX 79423	BELL FARMS L 221	7572	0.173829	26,502.00	Y
R330588	2018	BETENBOUGH HOMES INC	13817 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 222	7506	0.172314	26,271.00	Y
R330589	2018	SCHOLTEN CALVIN DON &	13815 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 223	6160	0.141414	92,205.00	Y
R330590	2018	BETENBOUGH HOMES INC	13813 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 224	6160	0.141414	21,560.00	Y
R330591	2018	BETENBOUGH HOMES INC	13811 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 225	5600	0.128558	19,600.00	Y
R330592	2018	BETENBOUGH HOMES INC	13809 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 226	6160	0.141414	21,560.00	Y
R330593	2018	BETENBOUGH HOMES INC	13807 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 227	6160	0.141414	21,560.00	Y
R330594	2018	BETENBOUGH HOMES INC	13805 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 228	5600	0.128558	87,958.00	Y
R330595	2018	BETENBOUGH HOMES INC	13803 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 229	6160	0.141414	21,560.00	Y
R330596	2018	BETENBOUGH HOMES INC	13801 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 230	6013	0.138039	21,046.00	Y
R330597	2018	BETENBOUGH HOMES INC	13802 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 231	8245	0.189279	112,593.00	Y
R330598	2018	BETENBOUGH HOMES INC	13804 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 232	8389	0.192585	114,560.00	Y
R330599	2018	MUNOZ MARCO & VERONICA	13806 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 233	8392	0.192654	119,443.00	Y
R330600	2018	BETENBOUGH HOMES INC	13808 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 234	8394	0.1927	121,437.00	Y
R330601	2018	BETENBOUGH HOMES INC	13810 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 235	7633	0.17523	26,716.00	Y
R330602	2018	BETENBOUGH HOMES INC	13812 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 236	8399	0.192815	29,397.00	Y
R330603	2018	BETENBOUGH HOMES INC	13814 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 237	8401	0.19286	29,404.00	Y
R330604	2018	BETENBOUGH HOMES INC	13816 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 238	8403	0.192906	29,411.00	Y
R330605	2018	BETENBOUGH HOMES INC	13818 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 239	14107	0.323852	49,375.00	Y
R330606	2018	BETENBOUGH HOMES INC	13820 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 240	19461	0.446763	68,114.00	Y
R330607	2018	BETENBOUGH HOMES INC	2311 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 241	7961	0.182759	27,864.00	Y
R330608	2018	SIMMONS KEVIN & HALEIGH	2309 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 242	6413	0.147222	129,291.00	Y
R330609	2018	RIVAS MEGHANN & KIMBERLY P	2307 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 243	6417	0.147314	104,291.00	Y
R330610	2018	BETENBOUGH HOMES INC	2305 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 244	6417	0.147314	22,460.00	Y
R330611	2018	BETENBOUGH HOMES INC	2303 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 245	6417	0.147314	22,460.00	Y
R330612	2018	BETENBOUGH HOMES INC	2301 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 246	6417	0.147314	22,460.00	Y
R330613	2018	BETENBOUGH HOMES INC	2207 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 247	6417	0.147314	22,460.00	Y
R330614	2018	BETENBOUGH HOMES INC	2205 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 248	6417	0.147314	22,460.00	Y
R330615	2018	BETENBOUGH HOMES INC	2203 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 249	6417	0.147314	22,460.00	Y
R330616	2018	BETENBOUGH HOMES INC	2201 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 250	8174	0.187649	28,609.00	Y
R330619	2018	REYES ANA & THOMAS ALLAN	2129 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 253	5250	0.120523	66,729.00	Y
R330620	2018	LOPEZ SAMUEL J & SHANEL	2127 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 254	5250	0.120523	105,229.00	Y
R330623	2018	SISSON HOLDINGS LLC	2121 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 257	5250	0.120523	68,351.00	Y
R330624	2018	MYFATDOG HOLDINGS LLC	2119 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 258	5250	0.120523	74,476.00	Y
R330625	2018	HENSLEY JEFFREY & CASSANDRA	2117 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 259	5834	0.13393	65,735.00	Y
R330628	2018	COX GUTHRIE & ADDIE	2111 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 262	5715	0.131198	78,310.00	Y
R330629	2018	BETENBOUGH HOMES INC	2109 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 263	5738	0.131726	20,083.00	Y
R330630	2018	BETENBOUGH HOMES INC	2107 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 264	5834	0.13393	20,419.00	Y
R330631	2018	BETENBOUGH HOMES INC	2105 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 265	5834	0.13393	20,419.00	Y
R330632	2018	BETENBOUGH HOMES INC	2103 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 266	5834	0.13393	20,419.00	Y
R330633	2018	BETENBOUGH HOMES INC	2101 139TH ST, LUBBOCK, TX 79423	BELL FARMS L 267	5753	0.132071	20,136.00	Y
R331034	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH	53045	1.217746	26,523.00	Y
R331035	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH	3091	0.07096	1,546.00	Y
R331292	2018	BETENBOUGH HOMES INC		BELL FARMS LUBBOCK SOUTH	370	0.008494	185.00	Y

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R331293	2018	STOREHOUSE LAND COMPANY		BLK E SEC 16 AB 1178 TR A2		106.397	1,063,970.00	Y
R331294	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2A		0.658	658.00	Y
R331295	2018	BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR B2B		64.699	646,990.00	Y
R331296	2018	BETENBOUGH HOMES INC		BLK E SEC 16 AB 1000 TR C3A		91.327	913,270.00	Y
R331297	2018	STOREHOUSE LAND COMPANY	79423	BLK E SEC 16 AB 1179 TR D1		152.031	631,175.00	Y
R329200	2018	BETENBOUGH HOMES INC	13602 AVE V, LUBBOCK, TX 79423	BELL FARMS L 41	8192	0.188062	28,672.00	Y
R329201	2018	GOODNIGHT ADAM &	13607 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 42	6814	0.156428	175,148.00	
R329161	2018	KRUSE, DONALD	13616 AVE U, LUBBOCK, TX 79423	BELL FARMS L 2	5049	0.115909	95,337.00	
R329163	2018	MCBRAYER OTIS L & TOMMIE S	13612 AVE U, LUBBOCK, TX 79423	BELL FARMS L 4	5062	0.116208	108,470.00	
R329169	2018	VILLARREAL JOSHUA JOSE &	13601 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 10	8192	0.188062	204,437.00	
R329170	2018	HUDDLESTON LAWRENCE A &	13603 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 11	5627	0.129178	156,697.00	
R329171	2018	MEDINA STEVEN JUAN &	13605 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 12	5426	0.124564	139,645.00	
R329173	2018	BRYANT, BRENT	13609 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 14	5426	0.124564	135,492.00	
R329174	2018	BLEDSOE, SHELBY	13611 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 15	5426	0.124564	129,941.00	
R329175	2018	WIGGINS, BRITTANY	13613 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 16	6029	0.138407	150,672.00	
R329176	2018	RODRIGUEZ-LOPEZ JOSE &	13615 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 17	6645	0.152548	175,098.00	
R329177	2018	SCHRECKER, JESSICA B	13616 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 18	6721	0.154293	152,998.00	
R329178	2018	BENTANCOURT JESUS & BOBBIE	13614 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 19	6029	0.138407	160,535.00	
R329179	2018	PARK DAVID & SHERYL	13612 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 20	5426	0.124564	112,787.00	
R329180	2018	ESTRADA REY H & AIDE	13610 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 21	5426	0.124564	122,692.00	
R329181	2018	SCHAEFER HARRISON & KINARD MACKENZI & EMILY	13608 UVALDE AVE, LUBBOCK, TX 79423	BELL FARMS L 22	5426	0.124564	129,941.00	
R329186	2018	BROWN	13603 AVE V, LUBBOCK, TX 79423	BELL FARMS L 27	5627	0.129178	163,564.00	
R329188	2018	JOHNSON, SIERRA	13607 AVE V, LUBBOCK, TX 79423	BELL FARMS L 29	5426	0.124564	135,492.00	
R329192	2018	POLUHOWICH JOHN & ROBERTA	13615 AVE V, LUBBOCK, TX 79423	BELL FARMS L 33	6785	0.155762	136,522.00	
R329193	2018	VEGA SERENA LEE & DANIEL	13616 AVE V, LUBBOCK, TX 79423	BELL FARMS L 34	6862	0.15753	167,886.00	
R329194	2018	DEHOOG, LEANN	13614 AVE V, LUBBOCK, TX 79423	BELL FARMS L 35	6029	0.138407	150,672.00	
R329195	2018	BURGESS TINA & ROBERT N II	13612 AVE V, LUBBOCK, TX 79423	BELL FARMS L 36	5426	0.124564	129,941.00	
R329196	2018	STITH MICHAEL SHANE &	13610 AVE V, LUBBOCK, TX 79423	BELL FARMS L 37	5426	0.124564	122,692.00	
R329197	2018	BRONSON JACK BERNARD &	13608 AVE V, LUBBOCK, TX 79423	BELL FARMS L 38	5426	0.124564	130,047.00	
R329198	2018	REGALADO GERARDO &	13606 AVE V, LUBBOCK, TX 79423	BELL FARMS L 39	5426	0.124564	128,606.00	
R329199	2018	GALVEAN, MELISSA	13604 AVE V, LUBBOCK, TX 79423	BELL FARMS L 40	5627	0.129178	166,574.00	
R329203	2018	SLAY, JEROD LANCE	13611 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 44	5600	0.128558	159,033.00	
R329205	2018	FOLSOM DAKOTA CHASE &	13615 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 46	5600	0.128558	149,074.00	
R329206	2018	CHESTNUT MICHAEL R & JANICE	13617 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 47	5040	0.115702	121,341.00	
R329208	2018	MURPHY STEVEN J & SHAREKA L	13621 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 49	6647	0.152594	167,134.00	
R329210	2018	WELCH, TINA RAE	2133 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 51	5750	0.132002	149,599.00	
R329211	2018	SIMEK MARK JOSEPH & ERIKA	2131 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 52	5750	0.132002	79,324.00	
R329212	2018	WEATHERFORD BRANDON	2129 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 53	5175	0.118802	125,566.00	
R329216	2018	HERNANDEZ MICHAEL &	2121 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 57	5750	0.132002	166,731.00	
R329217	2018	RAINWATER TYRON & ERICA	2119 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 58	5750	0.132002	138,916.00	
R329222	2018	CASTILLO, MARY LUPE	2109 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 63	5175	0.118802	140,916.00	
R329223	2018	CARPENTER, CANDY	2107 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 64	5750	0.132002	181,739.00	
R329227	2018	MARTINEZ-MANZANARES	2102 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 68	6176	0.141781	173,258.00	

EXHIBIT 1

EXHIBIT A

Proposed Bell Farms PID
2018 Preliminary Roll

QuickRef	AdHocTaxYe	Owner Name	Situs	LegalDescription	SftLandSize	Acres	Taxable	Petition Received
R329228	2018	GONZALEZ JESUS & AMY	2104 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 69	5750	0.132002	164,572.00	
R329229	2018	FORTENBERRY LEE & SHEILA	2106 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 70	5750	0.132002	158,321.00	
R329230	2018	BARTHOLOMEW ELEANOR &	2108 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 71	5175	0.118802	129,063.00	
R329231	2018	SIMPSON MACIE D & NICHOLAS	2110 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 72	5750	0.132002	173,363.00	
R329232	2018	MARTIN BRIAN ANTHONY &	2112 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 73	5750	0.132002	173,268.00	
R329233	2018	COTE THOMAS & DEBBIE	2114 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 74	5750	0.132002	155,886.00	
R329234	2018	HUEY KATHERINE T & LON J	2116 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 75	5175	0.118802	144,912.00	
R329237	2018	SMITH, LISA	2122 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 78	5750	0.132002	170,243.00	
R329240	2018	POOLE BRETT ALLAN & JESSICA	2128 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 81	5750	0.132002	149,695.00	
R329241	2018	PERKINS BRENT & KAMMI	2130 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 82	5750	0.132002	159,558.00	
R329243	2018	BREAKFIELD JASON LEE &	2134 136TH ST, LUBBOCK, TX 79423	BELL FARMS L 84	5750	0.132002	157,127.00	
R329245	2018	WHITE JOHN C & NITA D	13602 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 86	6367	0.146166	166,154.00	
R329246	2018	JLS ENDEAVORS LLC	13604 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 87	5601	0.128581	123,305.00	
R329248	2018	HAYES AMANDA S & COLBY	13608 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 89	5040	0.115702	125,093.00	
R329251	2018	SUBEDI SUDAN & BINDYA &	13614 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 92	5600	0.128558	156,602.00	
R329252	2018	CHERIAN, HOLLY	13616 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 93	5040	0.115702	134,235.00	
R329253	2018	HERNANDEZ, LAWRENCE	13618 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 94	5040	0.115702	125,093.00	
R329254	2018	JOHNSON ALLEN P & KAYLA N	13620 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 95	5600	0.128558	173,704.00	
R329255	2018	SOTO JUAN F & JOSIE M	13622 VERNON AVE, LUBBOCK, TX 79423	BELL FARMS L 96	6012	0.138017	99,145.00	
R329256	2018	ZANT SCOTT & MICHELLE	13619 AVE W, LUBBOCK, TX 79423	BELL FARMS L 97	6015	0.138085	158,055.00	
R329258	2018	GIESBRECHT STEVEN D & HELEN	13615 AVE W, LUBBOCK, TX 79423	BELL FARMS L 99	5600	0.128558	138,391.00	
R329259	2018	FORD, SHANIQUA L	13613 AVE W, LUBBOCK, TX 79423	BELL FARMS L 100	5600	0.128558	155,032.00	
R329261	2018	FRANCE GARY WILSON & PAULA	13609 AVE W, LUBBOCK, TX 79423	BELL FARMS L 102	5660	0.129936	177,334.00	
R329262	2018	WATSON CARLTON O &	13607 AVE W, LUBBOCK, TX 79423	BELL FARMS L 103	5931	0.136157	177,202.00	
R329263	2018	BRUCCOLIERE DANIEL C &	13605 AVE W, LUBBOCK, TX 79423	BELL FARMS L 104	6136	0.140863	149,983.00	
R329264	2018	REESE TYLER WAYNE &	13603 AVE W, LUBBOCK, TX 79423	BELL FARMS L 105	6474	0.148623	156,659.00	
R329265	2018	GAONA RICKY JR & JACQUELINE	13601 AVE W, LUBBOCK, TX 79423	BELL FARMS L 106	7099	0.162971	191,454.00	
R329266	2018	BRITO EVELIO & ROSAISELA	13602 AVE W, LUBBOCK, TX 79423	BELL FARMS L 107	7370	0.169192	129,452.00	
R329267	2018	MORALEZ GEORGE & SHERI	13604 AVE W, LUBBOCK, TX 79423	BELL FARMS L 108	7168	0.164555	169,535.00	
R329268	2018	TOVAR MANUEL & MICHELE M	13606 AVE W, LUBBOCK, TX 79423	BELL FARMS L 109	6644	0.152525	175,227.00	
R329269	2018	JLS ENDEAVORS LLC	13608 AVE W, LUBBOCK, TX 79423	BELL FARMS L 110	5593	0.128398	142,379.00	
R329271	2018	JAHN, GARRETT DOUGLAS	13612 AVE W, LUBBOCK, TX 79423	BELL FARMS L 112	5722	0.131359	154,027.00	
R329272	2018	JOHNSON MICHAEL B & ALYSSA B DAVIS	13614 AVE W, LUBBOCK, TX 79423	BELL FARMS L 113	5040	0.115702	144,439.00	
R329273	2018	CHAVEZ, BRANDON	13616 AVE W, LUBBOCK, TX 79423	BELL FARMS L 114	5600	0.128558	163,536.00	
R329274	2018	SHEN HUI & LIQIN	13618 AVE W, LUBBOCK, TX 79423	BELL FARMS L 115	5040	0.115702	121,341.00	
R329275	2018	BROOME JORDAN G & LINDSAY	13620 AVE W, LUBBOCK, TX 79423	BELL FARMS L 116	5600	0.128558	157,784.00	
R329279	2018	PAYNE, KARISA	13615 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 120	5040	0.115702	121,903.00	
R329280	2018	ROGERS SPENCER & SAMANTHA	13613 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 121	5122	0.117585	134,428.00	
R329281	2018	MARTINEZ ROGER P & SELINA M	13611 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 122	5977	0.137213	150,394.00	
R329282	2018	ECSEY JEREMIE & ILEANA &	13609 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 123	6515	0.149564	150,007.00	
R329283	2018	HAYES, MARILYN K	13607 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 124	6342	0.145592	123,480.00	
R329286	2018	WOODARD, MICHAEL	13601 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 127	5600	0.128558	149,170.00	
R329288	2018	THOMPSON, AMY A	13608 WACO AVE, LUBBOCK, TX 79423	BELL FARMS L 129	6549	0.150344	130,122.00	

EXHIBIT 1

EXHIBIT A

Proposed Bell Farms PID
2018 Preliminary Roll

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

EXHIBIT 1

EXHIBIT A

EXHIBIT 1

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

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

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

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

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

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

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

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

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

EXHIBIT 1

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

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

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

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

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

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

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

[Signature on following page]

EXHIBIT A

EXHIBIT 1

PETITIONER(S):

Cal Zant, President, Betenbough Homes

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

JOSHUA WELDY
Notary Public, State of Texas
Notary ID# 13127085-2
My Commission Expires 09-07-2021

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

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

Notary Public Signature

EXHIBIT A

EXHIBIT 1

Proposed Bell Farms PID

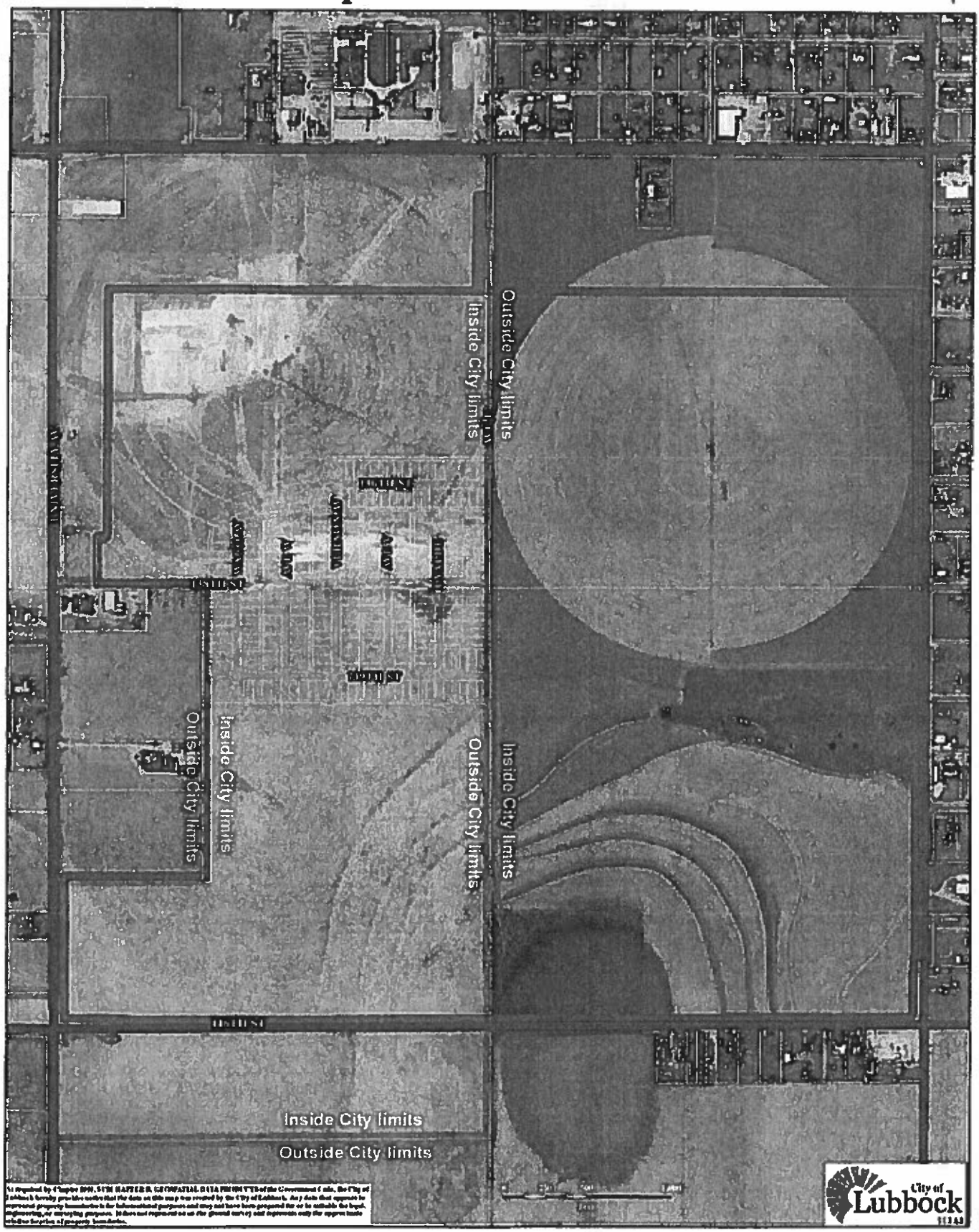

EXHIBIT A

EXHIBIT 1

Exhibit "C"

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

EXHIBIT 1

Exhibit "C"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

EXHIBIT 1

Exhibit "C"

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

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

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

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

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

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

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

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

Exhibit "B"

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

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

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

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

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R331294	2018 BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR 82A OF NW/4 ACS: .658
R331295	2018 BETENBOUGH HOMES INC	79423	BLK E SEC 16 AB 664 TR 82B OF NW/4 ACS: 64.699

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BETENBOUGH
HOMES

April 5, 2018

Cheryl Brock

City of Lubbock, Tx

1625 13th Street

Lubbock, Tx 79457

RE: Bell Farms, Public Improvement District

Dear Honorable Mayor and City Council;

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

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

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

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

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

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

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

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

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

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

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

12. Budget is attached in the service plan.

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

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

15. Addressed in Section 6 of the petition.

16. Addressed in Section 5 of the petition.

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

Chris Berry

Development

Betenbough Homes

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Bell Farms PID Service Plan

Proposed Revenue/Expense Worksheet

		Proposed											
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Lots Platted*	see # Homes closed	-	100	229	229	300	325	341	300	193	100	204	1968
	Property Values*	-	$5,000,000	$9,945,000	$1,701,000	$15,450,450	$31,315,912	$0,000,000,000	$16,236,989	$14,656,729	$13,679,263	$19,312,448	$1,672,250,869
	Discounted Property Values		$3,500,000	$6,195,000	$9,492,900	$09,980,950	$16,364,177	$0,000,000,000	$06,411,290	$20,864,056	$19,294,337	$27,099,204	$1,504,954,582
	Interest	-	-	447	2,346	1,836	5,297	6,918	8,451	6,662	7,662	8,660	50,698
	@ 3% Assessment @ 90 %	-	-	36,290	51,974	90,253	124,893	363,633	190,510				657,297
	@ all Assessment @ 2000	-	-	-	-	-	-	-	-	357,138	182,175	206,235	545,537
	Total	-	-	36,887	55,320	94,220	129,990	370,551	207,760	363,799	188,833	212,894	1,260,283
	Improvements on each												
EXPENSES:													
Park 1	$11,000,000				$ 9,000.00	$ 9,292.00	$ 9,967.24	$ 10,311.68	$ 10,691.35	$ 10,909.18	$ 10,811.16	$ 11,027.38	$ 92,996.59
Park 2	$75,000.00				$ 2,000.00	$ 2,060.00	$ 2,121.80	$ 2,185.45	$ 2,251.01	$ 2,318.54	$ 2,388.09	$ 2,459.73	$ 20,384.63
Park 3	$50,000.00				$	$ 51,500.00	$ 2,121.80	$ 2,185.45	$ 2,251.01	$ 2,318.54	$ 2,388.09	$ 2,459.73	$ 65,824.62
Park 4	$140,000.00				$	$	$ 63,700.00	$ 65,611.00	$ 67,579.33	$ 69,606.71	$ 71,694.91	$ 73,845.76	$ 411,794.10
Park 5	$40,000.00							$ 60,000.00	$ 61,800.00	$ 63,654.00	$ 65,563.62	$ 67,530.53	$ 318,579.39
Park 6	$75,000.00								$ 60,000.00	$ 61,800.00	$ 63,654.00	$ 65,563.62	$ 251,017.62
Screens	$75,000.00				$ 1,000.00	$ 1,030.00	$ 1,060.90	$ 1,092.73	$ 1,125.51	$ 1,159.27	$ 1,194.05	$ 1,229.87	$ 8,892.33
Common Ground Spaces	$400,000.00							$ 45,000.00	$ 46,350.00	$ 47,740.50	$ 49,172.72	$ 50,647.90	$ 238,911.12
Electric Cost for each Subdiv					$ 3,000.00	$ 3,090.00	$ 3,182.70	$ 3,278.18	$ 3,376.52	$ 3,477.81	$ 3,582.14	$ 3,689.60	$ 25,676.94
Electric Cost for irrigation					$ 1,400.00	$ 1,442.00	$ 1,485.26	$ 1,529.82	$ 1,575.71	$ 1,623.03	$ 1,671.72	$ 1,721.87	$ 11,849.41
LPL expenses					$ 14,400.00	$ 14,832.00	$ 15,276.96	$ 15,735.27	$ 16,207.33	$ 16,693.55	$ 17,194.36	$ 17,710.19	$ 121,849.66
Administrative Costs	$1,250,000.00				$ 3,000.00	$ 3,090.00	$ 3,182.70	$ 3,278.18	$ 3,376.52	$ 3,477.81	$ 3,582.14	$ 3,689.60	$ 25,676.94
Capital Outlay (Overruns)													$
Total		-	-	-	$ 33,400.00	$ 36,928.70	$ 109,451.34	$0,000,000,000	$ 174,906.49	$ 179,444.94	$ 182,918.43	$ 191,849.85	$ 2,067,512.33
Cash Reserves		-	-	$ 36,887.00	$ 58,666.98	$ 94,886.28	$ 134,207.80	$0,000,000,000	$ 183,395.80	$ 180,444.73	$ 189,506.27	$ 172,970.76	$ 968,862.56

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

ASSESSMENT INFORMATION		
2017-2032		
Assessment per $100,000	$120.00	$ 120.00
2033-Future		
Assessment per $100,000	$80.00	$ 80.00

AVG maintenance cost (landscaping)

	Monthly	Yearly
1/4 acre	$200.00	$2,400.00
1/2 Acre	$400.00	$4,800.00
1 acre	$600.00	$7,600.00
3 acres	$1,600.00	$19,200.00
6 acres	$3,200.00	$38,400.00
9 acres	$6,400.00	$76,800.00

SPEC

Monthly Well cost	$50.00	$600.00
Monthly lighting cost	$75.00	$900.00

LPL

Monthly irrigation (lots)	$300.00	$3,600.00
Monthly irrigation (Lawnstar) drip	75	

EXHIBIT A

EXHIBIT 2

Proposed Bell Farms PID

EXHIBIT A

EXHIBIT 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2

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

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

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

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

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

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

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

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

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

EXHIBIT A

EXHIBIT 2

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

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

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

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

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

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

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

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

EXHIBIT A

EXHIBIT 2

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

EXHIBIT 3

Bell Farms PID Method of Assessment

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

Bell Farms PID Proposed Service Plan

		PROPOSED					
	TAX YEAR	2018	2019	2020	2021	2022	Totals
PROPERTY VALUES	Estimated No. of Homes Closed	100	225	225	200	225	975
	Property Values*	26,418,566	60,696,937	95,660,876	127,574,094	163,875,575	-
	Discounted Property Values	23,776,709	54,627,244	86,094,788	114,816,684	147,488,018	-
FISCAL YEAR REVENUES		FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
	Interest	$ -	713	2,145	3,786	6,283	12,928
	0.12 Assessment @ $0.12	28,532	65,553	103,314	137,780	176,986	512,164
	Total Revenue	**$ 28,532**	**66,266**	**105,459**	**141,566**	**183,269**	**525,092**
EXPENSES							
Park 1 Maintenance							
Park on 137th/138th by Lift Station (1 acre)		$ -	-	9,600	9,792	9,988	29,380
Park 2 Maintenance							
Pocket Park SW/4		-	-	2,400	2,448	2,497	7,345
Park 3 Maintenance							
Park Located in NW/4		-	-	-	2,400	2,448	4,848
Park 4 Maintenance							
Playa Lake Park (9 acres approx)		-	-	-	-	65,280	65,280
Park 5 Maintenance							
Apprx 1/2 Acre Park in NE/4		-	-	-	-	-	-
Park 6 Maintenance							
Apprx 1/2 Acre Park in SE/4		-	-	-	-	-	-
Signage							
Neighborhood Entry Signs		-	-	1,000	1,000	1,000	3,000
Common Green Space Maintenance							
Walking Paths to Connect Parks (Path and Landscape)		-	-	-	-	-	-
Electric Cost for Park Lighting							
Proposed parks 1,4		-	-	1,800	1,836	1,873	5,509
Electric Cost for Irrigation							
Proposed Parks 1,4		-	-	1,380	1,408	1,436	4,223
Electric Cost for Irrigation							
Proposed Parks 2,3,5,6		-	-	14,400	14,688	14,982	44,070
Administrative Costs							
		-	4,500	4,587	3,357	9,950	22,394
Annual Operation Costs							
		-	4,500	4,635	4,774	4,917	18,826
Capital Outlay (Developer)							-
	Total Expenditures	**$ -**	**9,000**	**39,802**	**41,703**	**114,371**	**204,875**
Cash Reserves		**$ 28,532**	**85,798**	**151,455**	**251,318**	**320,216**	**320,216**

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

ASSESSMENT INFORMATION		
2018-2022		
Assessment per $100,000	**$**	**120.00**

Exhibit B
City of Lubbock, TX
Finance Department
Bell Farms Public Improvement District
2024 Proposed Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.12/$100 valuation
* All property will be assessed based on the final 2024 "net taxable value".

Service Plan

	Adopted Budget	Proposed Budget	Projected				
TAX YEAR	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**Totals**
Property Values* (Taxable Values)	352,284,009	426,396,508	464,924,438	503,247,927	540,312,885	581,119,143	581,119,143
Discounted Property Values (95%)	334,669,809	405,076,683	441,678,216	478,085,531	513,297,241	552,063,186	552,063,186
FISCAL YEAR REVENUES	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**Totals**
Interest	$ 11,831	18,674	16,760	15,925	16,191	17,537	$ 96,919
Assessment @ $0.12	401,604	486,092	530,014	573,703	615,957	662,476	3,269,845
Total Revenue	**$ 413,435**	**504,766**	**546,774**	**589,628**	**632,148**	**680,013**	**$ 3,366,764**
EXPENSES							
1-Acre Park - 2355 138th Street	$ 20,000	25,000	25,500	26,010	26,530	27,061	$ 150,101
Pocket Park 1 - 14001 Avenue W	12,500	14,000	14,280	14,566	14,857	15,154	85,357
Pocket Park 2 - 2124 135th Street	12,500	14,000	14,280	14,566	14,857	15,154	85,357
Playa Lake Park - 1912 146th St. / 14307 Avenue U	135,000	152,000	155,040	158,141	161,304	164,530	926,014
Basin Park Maintenance- 13525 Sherman Avenue	49,000	60,000	61,200	62,424	63,672	64,946	361,242
Walking Trail - Avenue U	15,000	-	-	-	-	-	15,000
Entry Sign - Loop 88 & Avenue U	5,000	-	-	-	-	-	5,000
Entry Sign - University Ave & 138th St	5,000	-	-	-	-	-	5,000
Public Fencing	6,000	20,000	20,400	20,808	21,224	21,649	110,081
Repairs	30,000	50,000	51,000	52,020	53,060	54,122	290,202
Public Improvement Projects	25,000	150,000	153,000	156,060	159,181	162,365	805,606
Park Equipment Maintenance	15,000	15,000	15,300	15,606	15,918	16,236	93,061
Electric Cost	15,000	15,000	15,300	15,606	15,918	16,236	93,061
Water Cost	12,000	12,000	12,240	12,485	12,734	12,989	74,448
Administrative Cost	15,335	15,731	16,046	16,367	16,694	17,028	97,200
Annual Operation Cost	10,153	16,712	17,046	17,387	17,735	18,090	97,123
Total Expenditures	**$ 382,488**	**559,443**	**570,632**	**582,044**	**593,685**	**605,559**	**$ 3,293,852**
Cash Reserves	**$ 533,546**	**478,869**	**455,011**	**462,595**	**501,057**	**575,511**	**$ 575,511**

*Property Value growth rate = 2% annually
**Expense growth rate = 2% annually
Assessment Information for $100,000 home = $120

Bell Farms Public Improvement District
Public Hearing for the Review of the Assessment Rate
August 27, 2024 | 2:00 P.M.
Citizens Tower Council Chamber | 1314 Avenue K, Lubbock, TX 79401

Please take notice that on August 27, 2024, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2024 assessment rate for property owners in the Bell Farms Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Business Development Department on the 9th Floor of Citizens Tower after August 8, 2024.

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

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

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $2,911,363 over the next five years. The estimated annual cost rises from $559,443 in FY 2024-25 to $605,559 in FY 2028-29. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.12 per $100.00 of valuation through tax year 2028.

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

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown, City of Lubbock Business Development Department at 806-775-3082.**

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing on the proposed 2024 Assessment Rate for the Northwest Passage Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Northwest Passage PID; approving, adopting, and filing with the City Secretary the assessment roll; levying the 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and the owners thereof; and providing for the collection of the assessments.

Item Summary

The item includes a public hearing, and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Northwest Passage PID to speak in favor of, or in opposition to, the assessment to be levied in the Northwest Passage PID for 2024. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 15, 2024, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2024 is $0.15 per $100 valuation, and does not change from 2023. All property will be assessed for 2024.

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

Fiscal Impact

The assessments will go into a separate Northwest Passage PID fund. The funds raised by the assessments will be used to provide maintenance for the public improvements in the District, including design, construction, and maintenance of parks and greens, together with ancillary structures, features, or amenities, drainage improvements, acquisition and installation of art work, improvement of telecommunication and special supplemental services with related permits and licenses, as well as to cover the cost of establishing, administering, and operating the PID. The District will incur bonded indebtedness. The projected assessments that will be collected for 2024 are $33,743.

Staff/Board Recommending

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

Attachments

Ordinance
Exhibit A
Exhibit B
Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTHWEST PASSAGE PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2024 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2024-25; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

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

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

WHEREAS, On November 1, 2021, the City Council passed Ordinance No. 2021-O0152, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The amended 2024 Plan for the District is attached hereto as "Exhibit B"; and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 27, 2024, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2024 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2024 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

approve, adopt and file with the City Secretary the Roll which is attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, the City Council finds after review that the amended service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 valuation for tax years 2024 through 2028, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2024 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

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

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 27, 2024 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

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

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2024 City net taxable value in the manner described in the assessment attached hereto in "Exhibit B" shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2025 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any

time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2024.

Passed by the City Council on second reading on _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/ORD 2024 Economic Development – Northwest Passage PID – Service Plan, Assessment Role, and Levy
August 27, 2024

Resolution No. 2021-R0363

Item No. 8.8

September 14, 2021

RESOLUTION

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

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

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

(a) The design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental services defined in the Act, together with related permits and licenses; and

(b) Payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

(c) The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures; and

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

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

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

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

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

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

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

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

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

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

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

(b) That authorization of the Northwest Passage Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Northwest Passage Public Improvement District for the general purpose of financing improvements and services related to:

(a) The design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental services defined in the Act, together with related permits and licenses; and

(b) Payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

(c) The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Northwest Passage Public Improvement District through Fiscal Year 2025-26 is approximately five hundred sixteen thousand eight hundred thirty six dollars ($516,836) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of fifteen cents ($0.15) per one hundred dollars ($100) of valuation of property within the Northwest Passage Public Improvement District through Fiscal Year 2025-26, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Northwest Passage Public Improvement District and the City, all the Costs will be paid by the Northwest Passage Public Improvement District through assessments on the property within the boundaries of the Northwest Passage Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Northwest Passage Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the Northwest Passage Public Improvement District Advisory Board for the Northwest Passage Public Improvement District. The Northwest Passage Public Improvement District Advisory Board shall act as an advisory board of the City of Lubbock, and shall initially be composed of five (5) members, each of whom will represent a developer of the property within the Northwest Passage Public Improvement District. The Northwest Passage Public Improvement District Advisory Board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards and the Criteria and Guidelines for Public Improvement Districts. The initial members of the Advisory Board for the Northwest Passage Public Improvement District shall serve a two (2) year term. The City Council may extend the term of the initial governing board beyond two (2) years. The initial Advisory Board of the Northwest Passage Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Northwest Passage Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Northwest Passage Public Improvement District. Upon the end of the term of the initial Advisory Board members of the Northwest Passage Public Improvement District, an election will be held for the Northwest Passage property owners to vote on each of the five seats. Once an election has taken place, the City Council will appoint the members of the Northwest Passage Public Improvement District Advisory Board. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Northwest Passage Public Improvement District.

SECTION 5: THAT the notice of this authorization for the Northwest Passage Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.

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

Passed by the City Council this 14th **day of** September**, 2021.**

STEVE MASSENGALE, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

EXHIBIT 1

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATION OF SUFFICIENT PETITION

I hereby certify, in the performance of the functions of my office, that the attached petition, from property owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Northwest Passage development, has been verified and is sufficient. And, that Public Improvement Districts can only be initiated by a petition of property owners who meet a value test and an area test, pursuant to Texas Local Government Code, Sec. 372.005 (b). And, the statutory two test requirement was met: (1) petition is signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (August 11, 2021), in the area known as Northwest Passage, as shown on the attached map; the petitioners own 100% of the area within the proposed Northwest Passage PID; (2) petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID; the petitioners own 100% of the total area within the proposed Northwest Passage PID area.

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

In witness whereof I have hereunto set my hand and affixed the official seal of said office the 13th day of August, 2021.

(City Seal)

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

City of Lubbock TEXAS

Date: August 12, 2021

To: Becky Garza, City Secretary

From: Cheryl Brock, Director of Financial Planning and Analysis

CC: Blu Kostelich, Chief Financial Officer

Re: Northwest Passage Public Improvement District Petition

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

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50 percent of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (August 11, 2021). Since the petitioners, own 100 percent of the taxable real property value within the boundary, the petition passes the value test.

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

The notarized signature on the Northwest Passage petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Financial Planning and Analysis Department and reviewed by GIS and Data Services.

EXHIBIT 1

Northwest Passage PID Projected Assessment Roll

LCAD Roll 8-11-21

R63039	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401		BLK JS SEC 11 AB 943 TR A AC: 233.7	233.70	1,168,500	1,168,500
R66307	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401		BLK A SEC 14 AB 881 TR A OF S/ 2 ACS: 206.14	206.14	1,030,700	1,030,700
R82421	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401	5801 URSULINE ST, LUBBOCK, TX 79416	BLK JS SEC 6 AB 1492 TR A & A1OF NW/4 AC: 152.606	152.61	757,939	757,939
R82485	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401	5201 URSULINE ST, LUBBOCK, TX 79416	BLK JS SEC 6 AB 1516 TR B ACS: 154.12	154.12	770,600	770,600
R83214	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401	5521 N CR 2000	BLK JS SEC 11 AB 943 TR B AC:245.49	245.49	1,273,930	1,273,930
					992.05	5,001,669	5,001,669

EXHIBIT 1

Northwest Passage Public Improvement District

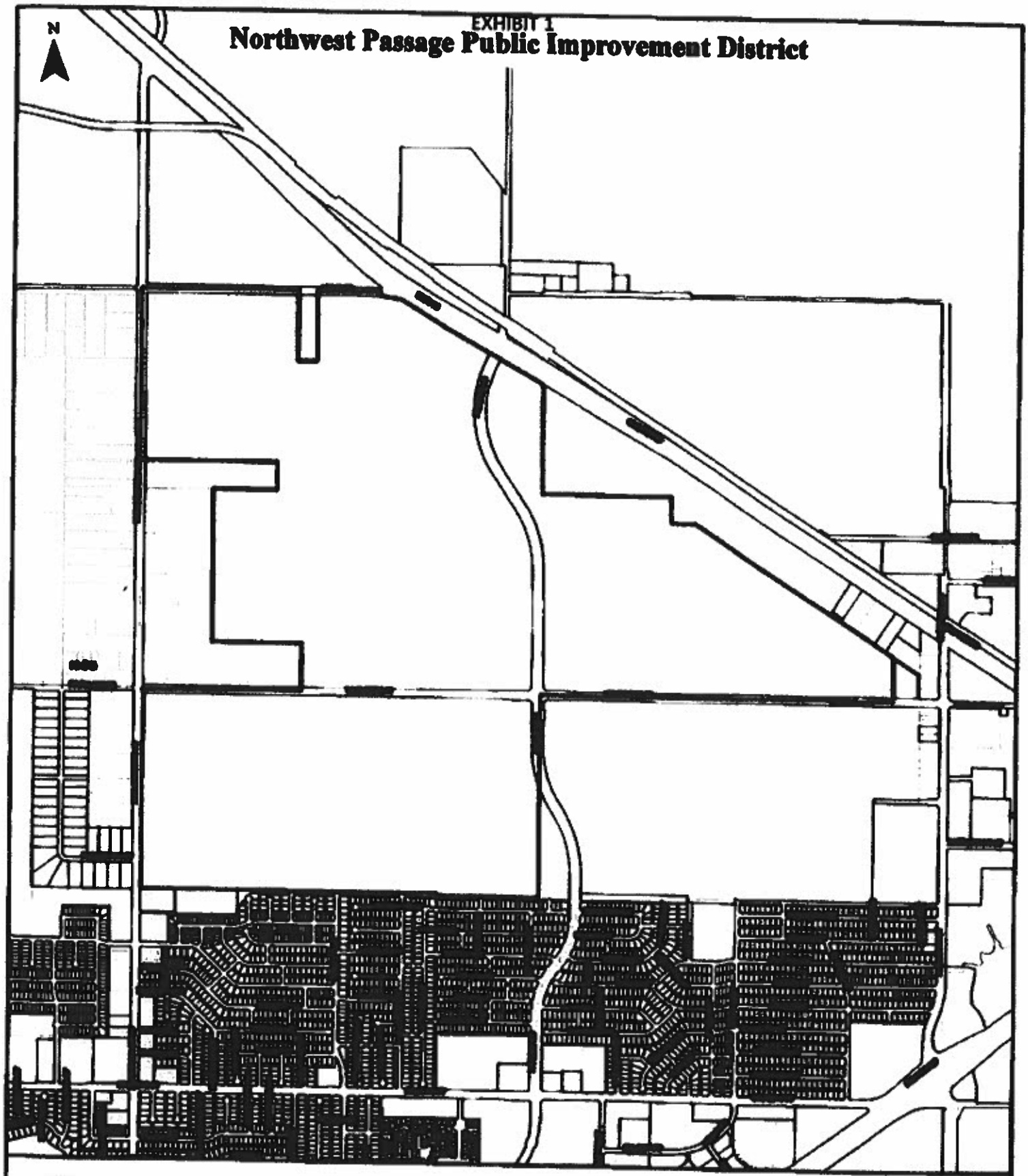


EXHIBIT 1

McDougal
COMPANIES

June 28, 2021

Cheryl Brock
City of Lubbock, TX
PO Box 2000
Lubbock, TX 79457

RE: Northwest Passage Public Improvement District

Dear Mrs. Brock:

Northwest Passage is a commercial development within the city limits of the City of Lubbock bound on the west by Frankford Avenue, the East by Quaker Avenue and the properties fronting on it, the North by Kent Avenue and the properties fronting on US Highway 84, and the South by the alley north of Marshall Avenue.

We are proposing to create a Public Improvement District (PID) to maintain the public improvements for Northwest Passage. This letter addresses the remaining petition requirements from the PID Policies and Guidelines.

1. *Assurance of long-term backing and support from the developer*: The developer commits to long-term backing and support of the PID through service on the PID Advisory Board, a proposed contract with the PID/City for acquisition of certain lands committed to improvements, and payment of PID assessments.

2. *Procedures for Nomination of PID Advisory Board which will make recommendations to the City Council on the annual budget and long-term plans:* The PID Advisory Board will be nominated by the property owners in the PID, by area.

3. *Benefits of the PID to the affected property owners and to the City as a whole:* The PID will benefit the affected property owners and the City of Lubbock by ensuring a well-maintained quality mixed-use development, creation of and maintenance of stormwater drainage (in conjunction with proposed City improvements of storm sewer from Quaker Avenue to an acceptable outfall to the north or east, creation of and maintenance of greenspace, and other acceptable PID improvements and expenditures.

4. *Description of city-owned land within the district:* Other than ROW and easement rights for utilities (and improvements in those), there are currently no city-owned properties within the boundaries of the PID. However, the City has improvements adjacent to the PID, including water treatment and an LP&L substation.

5. ***Draft PID operating budget listing estimated operating costs, maintenance costs, and administrative costs:*** Attached as Exhibit D.

6. ***The proposed method of assessment:*** The assessment will be assessed per $100 valuation (other methods could be per square foot of the property.)

7. ***Documentation of adequate developer/contractor liability insurance regarding construction of improvements:*** Documentation of adequate liability insurance has been provided to the city.

8. ***Statement that the petitioners understand that the annual budget for the PID is subject to review by City staff and the Lubbock City Council:*** The property owners that have signed the attached petition are aware that the annual budget is subject to review by City staff and must be approved by the Lubbock City Council.

Please let us know if there is additional information required that has not been submitted with the petition.

Marc McDougal
McDougal Companies

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO *NORTHWEST PASSAGE*

THE STATE OF TEXAS §
CITY OF LUBBOCK §

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

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

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

Section 2. General nature of the proposed public improvements. The general nature of the proposed public improvements is: (i) the design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation and improvement of telecommunication and similar technology systems; and special supplemental services as defined in the Act, together with related permits and licenses; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of issuing bonds and funding debt service and capitalized interest reserves for such bonds and costs of establishing, administering and operating the District. The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures.

Section 3. Estimated cost of the proposed public improvements: $10,000,000.

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

Section 5. Method of assessment. An assessment methodology will be prepared that will address (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, (iii) provisions providing for the prepayment of the assessments at the option of the owner of any parcel, (iv) the reallocation of the assessment on the subdivision of a parcel, and (v) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District) and repayment of bonds issued to finance the public improvements. Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the costs of the public improvements, property will be classified based on the use of the public improvements. For example, larger homes may generate more use of the public improvements than smaller homes. Accordingly, there may be a classification of property on the basis of the size or type of homes that may be built on a parcel. Costs may also be assessed on the basis of the value of the property, or on a combination of size or type of house and value of property. Property may also be classified on the basis of the location of the property within the District, if some sections of the District receive more public improvements or public improvements of greater cost than other sections of the District.

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

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

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

Section 8. Advisory board. An advisory board will be established to develop and recommend an improvement plan to the City Council of the City (the "City Council"). The PID Advisory Board will be nominated by the property owners in the PID, by area, and approved by the City Council.

This petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

EXHIBIT 1

PETITIONER:

NWP EB-5 Project, LLC
a Texas limited liability company

By: _____
Marg McDougal, Manager

By: _____
Mont McClendon, Manager

Signature Page for Petition

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

On this, the 29th day of July, 2021, before me, the undersigned Notary Public, personally appeared **Marc McDougal and Mont McClendon**, who acknowledged that they are the sole members and Managers of **NWP EB-5 Project, LLC**, and that they, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing their names in such capacity.

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

Donna Combs
Notary Public Signature

DONNA COMBS
Notary Public, State of Texas
Comm. Expires 10-01-2021
Notary ID 6516647

EXHIBIT A

The Land

Tract 1 (Northwest Quadrant):

METES AND BOUNDS DESCRIPTION of a 476.102-acre tract located in Section 11, Block JS, Abstract 343, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), said 476.102-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in a West line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289808.60, E-926282.74, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 548.88 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 88°14'14" W, along the South line of said Section 11 and the North line of said Section 6, same being a South line of said 727.417-acre tract a distance of 2580.70 feet to a 1/2" iron rod found at the Southeast corner of that property conveyed to Elizabeth Montalvo in Volume 6202, Page 313, OPRLCT and a corner of said 727.417-acre tract;

THENCE N. 01°43'53" E., along a line of said 727.417-acre tract and an East line of said Montalvo property, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 625.08 feet to a metal fence post found at a corner of said 727.417-acre tract and the most Easterly Northeast corner of said Montalvo property;

THENCE N. 88°13'31" W., along a line of said 727.417-acre tract and a North line of said Montalvo property a distance of 1204.98 feet to a metal fence post found at a corner of said 727.417-acre tract and an "ell" corner of said Montalvo property;

THENCE N. 01°47'44" E., along a line of said 727.417-acre tract and an East line of said Montalvo property and the East lines of those tracts described in Volume 8455, Page 307, Volume 4150, Page 74, and Volume 4150, Page 76, OPRLCT, a distance of 2014.64 feet to a fence post found in the South line of that 14.809-acre tract described in Volume 9594, Page 191, OPRLCT, at an "ell" corner of said 727.417-acre tract;

THENCE S. 88°14'37" E., along a line of said 727.417-acre tract and the South line of said 14.809-acre tract a distance of 796.21 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Southeast corner of said 14.809-acre tract;

THENCE N. 01°43'22" E., along a line of said 727.417-acre tract and the East line of said 14.809-acre tract a distance of 369.94 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Northeast corner of said 14.809-acre tract;

THENCE N. 88°14'23" W., along a line of said 727.417-acre tract and the North line of said 14.809-acre tract, at 1682.32 feet pass the East right-of-way line of Frankford Avenue (FM 2528) as described in Volume 1012, Page 465, OPRLCT, continuing for a total distance of 1742.32 feet to a cotton spindle found in the West line of said Section 11, at a corner of said 727.417-acre tract and the Northwest corner of said 14.809-acre tract;

THENCE N. 01°44'18" E., along the West line of said Section 11 and a West line of said 727.417-acre tract a distance of 2269.05 feet to a cotton spindle found at the Northwest corner of said Section 11 and the Northwest corner of said 727.417-acre tract;

THENCE S. 88°05'04" E., along a North line of said 727.417-acre tract and the North line of said Section 11 a distance of 2080.26 feet to a 40-penny nail found at a corner of said 727.417-acre tract and the Northwest corner of that 5-acre tract described in Volume 7040, Page 170, OPRLCT;

THENCE S. 01°55'34" W., along a line of said 727.417-acre tract and the West line of said 5-acre tract, at 50.00 feet pass the South right-of-way line of Kent Street as described in Volume 1012, Page 563, OPRLCT, continuing for a total distance of 926.74 feet to a 3/8" iron rod found at the Southwest corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE S. 88°03'33" E., along a line of said 727.417-acre tract and the South line of said 5-acre tract a distance of 234.68 feet to a 1/2" iron rod with cap (RPLS 4579) found at the Southeast corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE N. 01°56'30" E., along the East line of said 5-acre tract and a line of said 727.417-acre tract, at 876.85 feet pass the South right-of-way line of said Kent Street, continuing for a total distance of 926.85 feet to a 60-penny nail found in the North line of said Section 11 and a North line of said 727.417-acre tract at the Northeast corner of said 5-acre tract;

THENCE S. 88°05'04" E., along the North line of said Section 11 and a North line of said 727.417-acre tract a distance of 819.69 feet to a concrete nail found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road) at a corner of said 727.417-acre tract;

THENCE S. 01°57'08" W., along said Southwesterly right-of-way line and a line of said 727.417-acre tract a distance of 50.00 feet to a 1/2" iron rod with cap (Newton) found;

THENCE S. 77°32'31" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 283.34 feet to a concrete right-of-way marker found;

THENCE S. 58°11'23" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 1353.47 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West right-of-way line of Slide Road, same being the West line of said 17.40-acre tract;

THENCE Southeasterly, along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 61°23'03", a chord bearing of S. 00°16'32" E., a chord distance of 1607.84 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 30°58'04" E., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 32°18'04", a chord bearing of S. 14°49'02" E., a chord distance of 792.76 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 1180.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 04°11'44" W., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod found at a point of intersection;

THENCE S. 46°32'53" W., continuing along said right-of-way line a distance of 42.27 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the North right-of-way line of Ursuline Street;

THENCE N. 88°14'14" W., continuing along said right-of-way line a distance of 397.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 01°45'46" W., continuing along said right-of-way line, at 5.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to the Point of Beginning.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

Distances and areas are surface, U.S. Survey Feet.

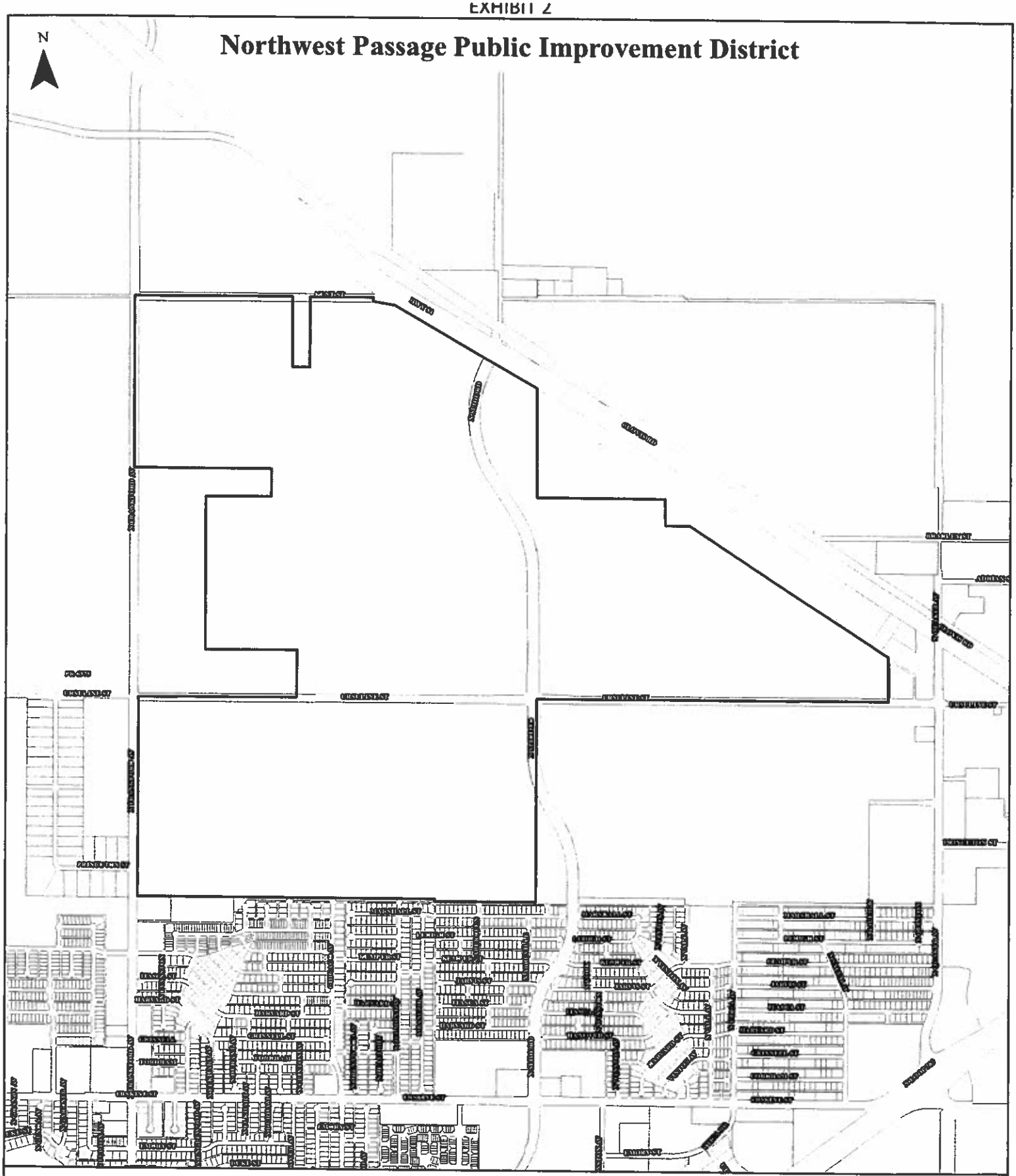
Tract 2 (Northeast Quadrant):

METES AND BOUNDS DESCRIPTION of a 230.125-acre tract located in Sections 11, Block JS, Abstract 343, and Section 14, Block A, Abstracts 861 and 1332, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 286.14-acre tract described in Volume 10351, Page 183, OPRLCT, said 230.125-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in an East line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289776.71, E-927306.98, Texas Coordinate System of 1983, North-Central Zone, which point bears S. 88°11'41" E. a distance of

EXHIBIT 2

Northwest Passage Public Improvement District



Proposed PID Boundary

Parcels

Lot-Block Lines

8/13/2021

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

0 500 1000 2000 3000 Feet

City of Lubbock TEXAS

EXHIBIT A

The Land

Tract 1 (Northwest Quadrant):

METES AND BOUNDS DESCRIPTION of a 476.102-acre tract located in Section 11, Block JS, Abstract 343, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), said 476.102-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in a West line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289808.60, E-926282.74, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 548.88 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 88°14'14" W, along the South line of said Section 11 and the North line of said Section 6, same being a South line of said 727.417-acre tract a distance of 2580.70 feet to a 1/2" iron rod found at the Southeast corner of that property conveyed to Elizabeth Montalvo in Volume 6202, Page 313, OPRLCT and a corner of said 727.417-acre tract;

THENCE N. 01°43'53" E., along a line of said 727.417-acre tract and an East line of said Montalvo property, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 625.08 feet to a metal fence post found at a corner of said 727.417-acre tract and the most Easterly Northeast corner of said Montalvo property;

THENCE N. 88°13'31" W., along a line of said 727.417-acre tract and a North line of said Montalvo property a distance of 1204.98 feet to a metal fence post found at a corner of said 727.417-acre tract and an "ell" corner of said Montalvo property;

THENCE N. 01°47'44" E., along a line of said 727.417-acre tract and an East line of said Montalvo property and the East lines of those tracts described in Volume 8455, Page 307, Volume 4150, Page 74, and Volume 4150, Page 76, OPRLCT, a distance of 2014.64 feet to a fence post found in the South line of that 14.809-acre tract described in Volume 9594, Page 191, OPRLCT, at an "ell" corner of said 727.417-acre tract;

THENCE S. 88°14'37" E., along a line of said 727.417-acre tract and the South line of said 14.809-acre tract a distance of 796.21 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Southeast corner of said 14.809-acre tract;

THENCE N. 01°43'22" E., along a line of said 727.417-acre tract and the East line of said 14.809-acre tract a distance of 369.94 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Northeast corner of said 14.809-acre tract;

THENCE N. 88°14'23" W., along a line of said 727.417-acre tract and the North line of said 14.809-acre tract, at 1682.32 feet pass the East right-of-way line of Frankford Avenue (FM 2528) as described in Volume 1012, Page 465, OPRLCT, continuing for a total distance of 1742.32 feet to a cotton spindle found in the West line of said Section 11, at a corner of said 727.417-acre tract and the Northwest corner of said 14.809-acre tract;

THENCE N. 01°44'18" E., along the West line of said Section 11 and a West line of said 727.417-acre tract a distance of 2269.05 feet to a cotton spindle found at the Northwest corner of said Section 11 and the Northwest corner of said 727.417-acre tract;

THENCE S. 88°05'04" E., along a North line of said 727.417-acre tract and the North line of said Section 11 a distance of 2080.26 feet to a 40-penny nail found at a corner of said 727.417-acre tract and the Northwest corner of that 5-acre tract described in Volume 7040, Page 170, OPRLCT;

THENCE S. 01°55'34" W., along a line of said 727.417-acre tract and the West line of said 5-acre tract, at 50.00 feet pass the South right-of-way line of Kent Street as described in Volume 1012, Page 563, OPRLCT, continuing for a total distance of 926.74 feet to a 3/8" iron rod found at the Southwest corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE S. 88°03'33" E., along a line of said 727.417-acre tract and the South line of said 5-acre tract a distance of 234.68 feet to a 1/2" iron rod with cap (RPLS 4579) found at the Southeast corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE N. 01°56'30" E., along the East line of said 5-acre tract and a line of said 727.417-acre tract, at 876.85 feet pass the South right-of-way line of said Kent Street, continuing for a total distance of 926.85 feet to a 60-penny nail found in the North line of said Section 11 and a North line of said 727.417-acre tract at the Northeast corner of said 5-acre tract;

THENCE S. 88°05'04" E., along the North line of said Section 11 and a North line of said 727.417-acre tract a distance of 819.69 feet to a concrete nail found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road) at a corner of said 727.417-acre tract;

THENCE S. 01°57'08" W., along said Southwesterly right-of-way line and a line of said 727.417-acre tract a distance of 50.00 feet to a 1/2" iron rod with cap (Newton) found;

THENCE S. 77°32'31" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 283.34 feet to a concrete right-of-way marker found;

THENCE S. 58°11'23" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 1353.47 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West right-of-way line of Slide Road, same being the West line of said 17.40-acre tract;

THENCE Southeasterly, along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 61°23'03", a chord bearing of S. 00°16'32" E., a chord distance of 1607.84 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 30°58'04" E., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 32°18'04", a chord bearing of S. 14°49'02" E., a chord distance of 792.76 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 1180.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 04°11'44" W., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod found at a point of intersection;

THENCE S. 46°32'53" W., continuing along said right-of-way line a distance of 42.27 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the North right-of-way line of Ursuline Street;

THENCE N. 88°14'14" W., continuing along said right-of-way line a distance of 397.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 01°45'46" W., continuing along said right-of-way line, at 5.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to the Point of Beginning.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

Distances and areas are surface, U.S. Survey Feet.

Tract 2 (Northeast Quadrant):

METES AND BOUNDS DESCRIPTION of a 230.125-acre tract located in Sections 11, Block JS, Abstract 343, and Section 14, Block A, Abstracts 861 and 1332, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 286.14-acre tract described in Volume 10351, Page 183, OPRLCT, said 230.125-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in an East line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289776.71, E-927306.98, Texas Coordinate System of 1983, North-Central Zone, which point bears S. 88°11'41" E. a distance of

476.10 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 01°48'19" E., along an East line of said 17.40-acre tract, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of said 17.40-acre tract in the North right-of-way line of Ursuline Street;

THENCE N. 85°19'56" W., along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°11'41" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE N. 43°25'50" W., continuing along said right-of-way line a distance of 42.60 feet to a "crow's foot" chiseled in concrete for a point of intersection in the East right-of-way line of Slide Road, same being the East line of said 17.40-acre tract;

THENCE N. 01°20'00" E., along said right-of-way line a distance of 1580.17 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 32°18'04", a chord bearing of N. 14°49'02" W., a chord distance of 876.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE N. 30°58'04" W., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 44°23'25", a chord bearing of N. 08°46'22" W., a chord distance of 1076.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1478.85 feet, a central angle of 06°54'41", a chord bearing of N. 20°13'30" E., a chord distance of 178.28 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1415.00 feet, a central angle of 09°38'59", a chord bearing of N. 25°26'03" E., a chord distance of 238.03 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road), in a Northerly line of said 727.417-acre tract;

THENCE S. 58°11'34" E., along said Clovis Road right-of-way line and a Northerly line of said 727.417-acre tract a distance of 644.87 feet to a 1/2" iron rod with cap marked "HUGO REED &

ASSOC" found in the East line of said Section 11 and the West line of said Section 14, at a corner of said 727.417-acre tract

THENCE S. 01°45'00" W., along the East line of said Section 11 and the West line of said Section 14 and a line of said 727.417-acre tract a distance of 1447.24 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of said 727.417-acre tract;

THENCE S. 88°11'29" E., along a line of said 727.417-acre tract a distance of 1696.26 feet to a 5/8" iron rod found at a corner of said 727.417-acre tract;

THENCE S. 01°50'26" W., along a line of said 727.417-acre tract a distance of 333.98 feet to a 1/2" iron pipe found at a corner of said 727.417-acre tract;

THENCE S. 88°08'32" E., along a line of said 727.417-acre tract a distance of 311.55 feet to a chain-link fence post found at a corner of said 727.417-acre tract;

THENCE S. 55°08'25" E., along a line of said 727.417-acre tract a distance of 3142.70 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at the Northwest plat limits of Tract "A", LP&L Northwest Substation Addition as recorded in CCFN 2008042914, OPRLCT;

THENCE S. 01°48'11" W., along said West plat limits, at 541.59 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 591.59 feet to a 1/2" iron rod found in the South line of said Section 14 and the South line of said 727.417-acre tract at the Southwest plat limits corner of said Tract "A" and the Southeast corner of this tract;

THENCE N. 88°11'41" W., along the South line of said Section 14 and the South line of said 727.417-acre tract a distance of 4164.33 feet to the Point of Beginning.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

Distances and areas are surface, U.S. Survey Feet.

Tract 3 (Southwest Quadrant, excluding portion in the North Pointe PID):

METES AND BOUNDS DESCRIPTION of a 318.340-acre being a portion of that 160.139-acre tract located in Section 6, Block JS, Abstract 1492, Lubbock County, Texas, described in Volume 9785, Page 28, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 153.864-acre tract located in Section 6, Block JS, Lubbock County, Texas, Abstract 1516, described in County Clerk File Number (CCFN) 2006043021, and that tract located in said Section 6 described in Volume 10263, Page 222, OPRLCT, and a portion of that 303.29-acre tract located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT, said 318.340-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection in the South right-of-way line of Ursuline Street, same being a line of that 17.40-acre street right-of-way dedication as described in CCFN 2012043729, OPRLCT, having a grid

coordinate of N-7289731.09, E-926687.46, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 140.88 feet and S. 01°45'46" W. a distance of 65.00 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE S. 43°27'07" E., along a line of said 17.40-acre tract a distance of 42.59 feet to an "X" chiseled in concrete set for a point of intersection in the West right-of-way line of Slide Road;

THENCE S. 01°20'00" W., along said West right-of-way line a distance of 574.41 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 30°31'25", a chord bearing of S. 13°55'42" E., a chord distance of 829.17 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of tangency;

THENCE S. 29°11'25" E., continuing along said right-of-way line a distance of 179.80 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 30°57'31", a chord bearing of S. 13°42'39" E., a chord distance of 760.64 feet to a 1/2" iron rod found at a point of tangency;

THENCE S. 01°46'06" W., continuing along said right-of-way line a distance of 336.59 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the North line of a 20-foot alley dedicated by plat of Lots 535-707, North Pointe Addition to the City of Lubbock as recorded in CCFN 2006045605, OPRLCT;

THENCE N. 88°08'27" W., along the North line of said alley a distance of 228.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°08'27" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 56.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 46°51'33" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 110.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the West line of said Section 5 and the East line of said Section 6;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 709.89 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°09'58" W., continuing along the North line of said alley a distance of 14.14 feet to a point of intersection;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 52.00 feet to a point of intersection

THENCE S. 46°50'02" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°09'58" W., continuing along said alley line a distance of 539.58 feet to a point of intersection in the West plat limits of said North Pointe Addition and the East plat limits of Lots 191-290 and Tracts C and D, Lynnwood Addition to the City of Lubbock as recorded in Volume 9847, Page 139, OPRLCT;

THENCE N. 01°36'04" E., along the East plat limits of said Lynnwood Addition a distance of 49.77 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the South line of said 153.864-acre tract at the Northeast corner of the plat limits of said Lynnwood Addition;

THENCE N. 88°01'32" W., along the North plat limits of said Lynnwood Addition a distance of 1325.36 feet to a "MAG" nail with shiner (AMD) found at the Northwest corner of said plat limits, at the Southwest corner of said 160.139-acre tract and the Southeast corner of said 153.864-acre tract;

THENCE N. 88°05'46" W., along the South line of said 153.864-acre tract, at 1320.00 feet pass a 1/2" iron rod found, continuing at 2130.37 feet pass the Northeast corner of Tract "A", Broadview Baptist Church Addition as recorded in Volume 1685, Page 894, OPRLCT, continuing along the North line of said Tract "A" for a total distance of 2579.92 feet to a 1/2" iron rod found in the East right-of-way line of Frankford Avenue (FM 2528) at the Southwest corner of said 153.864-acre tract and the Southwest corner of this tract;

THENCE N. 01°56'10" E., along said East right-of-way line and the West line of said 153.864-acre tract a distance of 2573.17 feet to a 1/2" iron rod found in the South right-of-way line of Ursuline Street as described in CCFN 2011027661, OPRLCT, at the Northwest corner of this tract;

THENCE S. 88°14'14" E., along the South right-of-way line of said Ursuline Street, at 2285.20 feet pass the West line of that tract described in Volume 10263, Page 222, at 2580.37 feet pass the East line of same tract and the West line of said 160.319-acre tract, continuing for a total distance of 4671.95 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 85°22'29" E., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 88°14'14" E., continuing along said right-of-way line a distance of 208.00 feet to the Point of Beginning.

SAVE & EXCEPT: Any portion of Tract 3 located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT that is also currently located in the North Pointe PID.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

Distances and areas are surface, U.S. Survey Feet.

Tract 4 (Small strip adjoining Southwest Quadrant):

All of the portion of Tract 5 described in the Deed to Petitioner filed in CCFN 2021019386, OPRLCT not currently located in the North Point PID (for further clarification, this tract is generally described as a strip located north of, and adjacent to, the alley north of Marshall Avenue, adjacent to Tract 3 described above.)

EXHIBIT 3

City of Lubbock, TX

Finance Department

Northwest Passage PID Preliminary FY 2022-23 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.15/$100 valuation.
* All property will be assessed based on the final 2022 "net taxable value".

Service Plan

		PROJECTIONS					
Tax Year	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**Totals**
Property Values* (Taxable)	5,001,669	5,001,669	37,062,953	193,493,429	219,576,954	250,438,980	250,438,980
Discounted Property Values	5,001,669	5,001,669	33,356,658	174,144,086	197,619,259	225,395,082	225,395,082
Number of Homes							
Fiscal Year Revenues	**2020-21**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**Totals^**
Interest	-	-		457	3,383	6,750	10,590
Assessment @ $0.15	-	7,503	50,035	261,216	296,429	338,093	953,275
Total	**-**	**7,503**	**50,035**	**261,673**	**299,812**	**344,843**	**963,865**
Expense							
Debt Service						470,000	470,000
Administrative Costs		4,000	4,080	4,162	4,245	4,330	20,816
Annual Operation Cost *(Notices, Public Hearings, Collection Costs, Advisory Group meeting costs, postage, office supplies, Maint PT)*		5,000	5,100	5,202	5,306	5,412	26,020
	-	-	-				
Total	**-**	**9,000**	**9,180**	**9,364**	**9,551**	**479,742**	**516,836**
Cash Reserve	**-**	**(1,497)**	**39,357**	**291,667**	**581,928**	**447,029**	**447,029**

*Property Value growth rate = 2% annually

Assessment Information for 100,000 home **$150.00**

Exhibit B

Northwest Passage
Public Improvement District

2024 AMENDED SERVICE AND ASSESSMENT PLAN

August 27, 2024

City of Lubbock TEXAS

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INTRODUCTION

Capitalized terms used in this 2024 Amended Service and Assessment Plan (this "2024 Amended SAP") shall have the meanings given to them in **Section** I unless otherwise defined in this 2024 Amended SAP or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this 2024 Amended SAP or an Exhibit attached to and made a part of this 2024 Amended SAP for all purposes.

On September 14, 2021 the City passed and approved Resolution No. 2021-R0363 authorizing the creation of the District in accordance with the PID Act, which authorization was effective on the date it was approved as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 992.06 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B.**

On November 1, 2021 the City passed and approved by Ordinance No. 2021-O0152 accepting and approving a service and assessment plan (the "2022 SAP") and Assessment Roll for the District. The 2022 SAP levied Assessments against the Assessed Property within the District and established a lien on such Assessed Property. On April 12, 2022, the City passed and approved by Ordinance No. 2022-O0043 accepting and approving an amended and restated service and assessment plan (the "2022 Amended and Restated Service and Assessment Plan updated for the Issuance of Bonds") and Assessment Roll for the District. On September 12, 2023, the City passed and approved by Ordinance No. 2023-O0100 accepting and approving an amended service and assessment plan (the "2023 Amended Service and Assessment Plan updated for the change in property") and Assessment Roll for the District.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV.**

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V.**

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll is contained

in **Exhibit F.**

Pursuant to the PID Act, the 2024 Amended SAP must be reviewed and updated annually. This document is amending the 2023 Amended SAP. This 2024 Amended SAP updates the property division and changes.

SECTION I: DEFINITIONS

"2022 SAP" means that service and assessment plan passed and approved on November 1, 2021 by the City pursuant to Ordinance No. 2021- O0152 that levied Assessments against the Assessed Property within the District and established a lien on such Assessed Property.

"2022 Amended and Restated SAP" means this 2022 Amended and Restated Service and Assessment Plan which is the update to the 2022 SAP and the update relating to the Bonds, as it may be modified, amended, supplemented, and updated from time to time.

"2023 Amended Service SAP" means the 2023 Amended Service and Assessment Plan, which is the update to the 2022 Amended and Restated SAP, as it may be modified, amended, supplemented, and updated from time to time.

"2024 Amended SAP" means this 2024 Amended SAP and the update relating to the changed property roll, as it may be modified, amended, supplemented, and updated from time to time.

"Actual Costs" means, with respect to the Authorized Improvements, (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.25% additional interest charged on the Assessments securing Bonds pursuant to Section 372.018 of the PID Act.

"Administrator" means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2024 Amended SAP, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the creation and operation of the District, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2024 Amended SAP and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, which includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"Annual Service Plan Update" means an update to the SAP prepared no less frequently than annually by the Administrator and approved by the City Council.

"Assessed Property" means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefitted Property.

"Assessment" means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means Ordinance No. 2021-00152 adopted by the City Council on November 1, 2021 in accordance with the PID Act that approved the 2022 SAP and levied an Assessment on Assessed Property within the District.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized

Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in Section V.

"Assessment Roll" means the assessment roll for the Assessed Property within the District and included in this 2024 Amended SAP as Exhibit F, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Authorized Improvements" mean improvements authorized by Section 372.003 of the PID Act, including Public Improvements and District Formation and Bond Issuance Costs.

"City" means the City of Lubbock, Texas.

"City Council" means the governing body of the City.

"County" means Lubbock County, Texas.

"Delinquent Collection Costs" mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

"District" means the approximately 992.06 acres within the corporate limits of the City, as described legally by metes and bounds on Exhibit A and as depicted by the map on Exhibit B.

"District Formation and Bond Issuance Costs" mean the costs associated with forming the District and issuing Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, first year's Annual Collection Costs, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the establishment of the District and/or the issuance of Bonds.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the Bonds.

"Landowner Agreement" means that certain Landowner Agreement between the City and Owner dated March 22, 2022.

"Lot" means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract

of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

"Lot Type" All lot types at this time are the same with no classifications. Since the assessment is based on $0.15 per $100 valuation it will distribute the assessment fairly between the different sizes and types.

"Maximum Assessment" means the maximum assessment of $0.15 per $100 valuation for each of the lots.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized improvements as determined by the City Council.

"Owner" means the non-City parties to the Landowner Agreement.

"Parcel(s)" means a property, within the boundaries of the District, identified by either a tax map identification number assigned by the Lubbock Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"Bonds" mean those certain "City of Lubbock, Texas, Bonds (Northwest Passage Public Improvement District)", and any other bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

"Prepayment Costs" mean interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment.

"Public Improvements" means those Authorized Improvements specifically described in Section III.A.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in Section IV.

"Trustee" means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 992.06 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B.** Development of the District is anticipated to include 4400 single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and review by the City staff, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Public Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C.**

A. Public Improvements

- *Drainage*
  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in the District.
- *Soft Costs/Contingency/Project Management*
  Includes 23% soft costs, contingency and project management fee.
- Administration costs for managing the PID.

B. District Formation and Bond Issuance Costs

- *Debt Service Reserve Requirement*
  Equals the amount required to fund a reserve under the Indenture in connection with the issuance of Bonds.
- *Capitalized Interest*
  Equals the amount of capitalized interest available for payment of interest on Bonds as reflected in the Indenture.
- *Underwriter's Discount*
  Equals a percentage of the par amount of a particular series of Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*
  Costs associated with issuing Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of Bonds.

- *District Formation*
  Expenses directly associated with forming the District including 1st year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct certain Authorized Improvements. **Exhibit E** will be updated to show the amount required to fund the required reserves and issue the Bonds at the time the Bonds are issued. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2024 Amended SAP describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the

discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff, has determined that the costs of the Authorized Improvements shall be allocated to each Parcel based on the Estimated Buildout Value of each Parcel. Upon subdivision of an Assessed Property, the Actual Costs of the Authorized Improvements shall be reallocated based on Estimated Buildout Value but assessments will be based on actual taxable value as further described in Section VI.

B. Assessments

Assessments will be levied on the Assessed Property according to the Assessment Roll, attached hereto as Exhibit F. The projected Annual Installments are shown on Exhibit G, subject to revisions made during any Annual Service Plan Update.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff, has found and determined:

- The costs of the Improvements equals $41,275,434 as shown on Exhibit C; and
- The Assessed Property receives special benefit equal to or greater than the Improvements; and
- The Assessed Property was allocated 100% of the Assessments levied for the Authorized Improvements, which equals $14,732,013 (Principal and Interest only) as shown on Exhibit M; and
- The special benefit ($41,275,434) received by the Assessed Property from the Improvements is greater than the amount of Assessments ($14,732,013) levied on the Assessed Property for the Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owner owned 100% of the Parcels. In the Landowner Agreement with the City, the Owner acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2022 SAP and the Assessment Ordinance, and (3) the levying of the Assessments on the Assessed Property.

Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

D. Additional Interest

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the Bonds by the Additional Interest Rate. Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat or Upon Subdivision by a Recorded Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

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

Where the terms have the following meanings:
A = the Assessment for the newly divided Assessed Property
B = the Assessment rate for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessment rate for all newly divided Assessed Properties shall equal the Assessment rate for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and update to this Service and approved by the City Council.

2. *Upon Consolidation*

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on Exhibit H, and compliance may require a mandatory prepayment of Assessments pursuant to Section VI.B.

B. True-up of Assessments if Maximum Assessment Exceeded

If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the Maximum Assessment, the owner of Assessed Property requesting the

subdivision must prepay the portion of the Assessment for each Assessed Property that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefitted Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund, relating to the Bonds, that are not expected to be used for purposes of the Project Fund to redeem outstanding Bonds, in accordance with the applicable Indenture.

The Assessments shall not, however, be reduced to an amount less than the outstanding Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments, as shown on Exhibits F, and G, to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a result of Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding Bonds.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. Exhibit G shows the projected Annual Installments for the District. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes.

Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit F.** The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel within the Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this 2024 Amended SAP, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within

30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 Amended SAP, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2024 Amended SAP must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2024 Amended SAP may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2024 Amended SAP.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended SAP;
(2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2024 Amended SAP. Interpretations of this 2024 Amended SAP by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation.

Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this 2024 Amended SAP is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

Exhibit A	District Legal Description
Exhibit B	District Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan - Five Year Plan
Exhibit E	Service Plan - Sources and Uses
Exhibit F	Assessment Roll
Exhibit G	Estimated Annual Installments
Exhibit H	Maximum Assessment per Lot Type
Exhibit I	Estimated Allocation of Public Improvement Costs by Tract
Exhibit J	Estimated Debt Service Schedule
Exhibit K	Parcel Updates

EXHIBIT A- DISTRICT LEGAL DESCRIPTION

Tract 1 (Northwest Quadrant):

METES AND BOUNDS DESCRIPTION of a 476.102-acre tract located in Section 11, Block JS, Abstract 343, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), said 476.102-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in a West line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289808.60, E-926282.74, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 548.88 feet from a broken nail found at the common comer of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 88°14'14" W, along the South line of said Section 11 and the North line of said Section 6, same being a South line of said 727.417-acre tract a distance of 2580.70 feet to a 1/2" iron rod found at the Southeast comer of that property conveyed to Elizabeth Montalvo in Volume 6202, Page 313, OPRLCT and a comer of said 727.417-acre tract;

THENCE N. 01°43'53" E., along a line of said 727.417-acre tract and an East line of said Montalvo property, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 625.08 feet to a metal fence post found at a comer of said 727.417-acre tract and the most Easterly Northeast comer of said Montalvo property;

THENCE N. 88°13'31" W., along a line of said 727.417-acre tract and a North line of said Montalvo property a distance of 1204.98 feet to a metal fence post found at a comer of said 727.417-acre tract and an "ell" comer of said Montalvo property;

THENCEN. 01°47'44" E., along a line of said 727.417-acre tract and an East line of said Montalvo property and the East lines of those tracts described in Volume 8455, Page 307, Volume 4150, Page 74, and Volume 4150, Page 76, OPRLCT, a distance of 2014.64 feet to a fence post found in the South line of that 14.809-acre tract described in Volume 9594, Page 191, OPRLCT, at an "ell" comer of said 727.417-acre tract;

THENCE S. 88°14'37" E., along a line of said 727.417-acre tract and the South line of said 14.809- acre tract a distance of 796.21 feet to a 1/2" iron rod with cap (Newton) found at a comer of said 727.417-acre tract and the Southeast comer of said 14.809-acre tract;

THENCE N. 01°43'22" E., along a line of said 727.417-acre tract and the East line of said 14.809- acre tract a distance of 369.94 feet to a 1/2" iron rod with cap (Newton) found at a comer of said 727.417-acre tract and the Northeast comer of said 14.809-acre tract;

THENCE N. 88°14'23" W., along a line of said 727.417-acre tract and the North line of said 14.809-acre tract, at 1682.32 feet pass the East right-of-way line of Frankford Avenue (FM 2528) as described in Volume 1012, Page 465, OPRLCT, continuing for a total distance of 1742.32 feet to a cotton spindle found in the West line of said Section 11, at a comer of said 727.417-acre tract and the Northwest comer of said 14.809-acre tract;

THENCE N. 01°44'18" E., along the West line of said Section 11 and a West line of said 727.417- acre tract a distance of 2269.05 feet to a cotton spindle found at the Northwest comer of said Section 11 and the Northwest comer of said 727.417-acre tract;

THENCE S. 88°05'04" E., along a North line of said 727.417-acre tract and the North line of said Section 11 a distance of 2080.26 feet to a 40-penny nail found at a comer of said 727.417-acre tract and the Northwest comer of that 5-acre tract described in Volume 7040, Page 170, OPRLCT;

THENCE S. 01°55'34" W., along a line of said 727.417-acre tract and the West line of said 5-acre tract, at 50.00 feet pass the South right-of-way line of Kent Street as described in Volume 1012, Page 563, OPRLCT, continuing for a total distance of 926.74 feet to a 3/8" iron rod found at the Southwest comer of said 5-acre tract and a comer of said 727.417-acre tract;

THENCE S. 88°03'33" E., along a line of said 727.417-acre tract and the South line of said 5-acre tract a distance of 234.68 feet to a 1/2" iron rod with cap (RPLS 4579) found at the Southeast comer of said 5-acre tract and a comer of said 727.417-acre tract;

THENCE N. 01°56'30" E., along the East line of said 5-acre tract and a line of said 727.417-acre tract, at 876.85 feet pass the South right-of-way line of said Kent Street, continuing for a total distance of 926.85 feet to a 60-penny nail found in the North line of said Section 11 and a North line of said 727.417-acre tract at the Northeast comer of said 5-acre tract;

THENCE S. 88°05'04" E., along the North line of said Section 11 and a North line of said 727.417- acre tract a distance of 819.69 feet to a concrete nail found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road) at a comer of said 727.417-acre tract;

THENCE S. 01°57'08" W., along said Southwesterly right-of-way line and a line of said 727.417- acre tract a distance of 50.00 feet to a 1/2" iron rod with cap (Newton) found;

THENCE S. 77°32'31" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 283.34 feet to a concrete right-of-way marker found;

THENCE S. 58°11'23" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 1353.47 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West right-of-way line of Slide Road, same being the West line of said 17.40-acre tract;

THENCE Southeasterly, along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 61°23'03", a chord bearing of S. 00°16'32" E., a chord distance of 1607.84 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 30°58'04" E., continuing along said right-of-way line a distance of 534.62 feet to a *112"* iron rod found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius ofl425.00 feet, a central angle of 32°18'04", a chord bearing of S. 14°49'02" E., a chord distance of 792.76 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 1180.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 04°11 '44" W., continuing along said right-of-way line a distance of 200.25 feet to a *112"* iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 208.00 feet to a *112"* iron rod found at a point of intersection;

THENCE S. 46°32'53" W., continuing along said right-of-way line a distance of 42.27 feet to a *112"* iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the North right-of-way line of Ursuline Street;

THENCE N. 88°14'14" W., continuing along said right-of-way line a distance of 397.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 01°45'46" W., continuing along said right-of-way line, at 5.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to the Point of Beginning.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

Distances and areas are surface, U.S. Survey Feet.

Tract 2 (Northeast Quadrant):

METES AND BOUNDS DESCRIPTION of a 230.125-acre tract located in Sections 11, Block JS, Abstract 343, and Section 14, Block A, Abstracts 861 and 1332, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 286.14-acre tract described in Volume 10351, Page 183, OPRLCT, said 230.125-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in an East line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289776.71, E-927306.98, Texas Coordinate System of 1983, North-Central Zone, which point bears S. 88°11'41" E. a distance of 476.10 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 01°48' 19" E., along an East line of said 17.40-acre tract, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of said 17.40-acre tract in the North right-of-way line of Ursuline Street;

THENCE N. 85°19'56" W., along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°11'41" W., continuing along said right-of-way line a distance of 208.00 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE N. 43°25'50" W., continuing along said right-of-way line a distance of 42.60 feet to a "crow's foot" chiseled in concrete for a point of intersection in the East right-of-way line of Slide Road, same being the East line of said 17.40-acre tract;

THENCE N. 01°20'00" E., along said right-of-way line a distance of 1580.17 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 32°18'04", a chord bearing of N. 14°49'02" W., a chord distance of 876.21 feet to a 112" iron rod with cap marked "HUGO REED
& ASSOC" found at a point of tangency;

THENCE N. 30°58'04" W., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 44°23'25", a chord bearing of N. 08°46'22" W., a chord distance of 1076.62 feet to a 1/2" iron rod with cap marked "HUGO REED
& ASSOC" set for a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1478.85 feet, a central angle of 06°54'41", a chord bearing. of N. 20°13 '30" E., a chord distance of 178.28 feet to a 112" iron rod with cap marked "HUGO REED
& ASSOC" found at a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1415.00 feet, a central angle of 09°38'59", a chord bearing of N. 25°26'03" E., a chord distance of 238.03 feet to a 1/2" iron rod with cap marked "HUGO REED
& ASSOC" found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road), in a Northerly line of said 727.417-acre tract;

THENCE S. 58°11'34" E., along said Clovis Road right-of-way line and a Northerly line of said 727.417-acre tract a distance of 644.87 feet to a 1/2" iron rod with cap marked "HUGO REED &

ASSOC" found in the East line of said Section 11 and the West line of said Section 14, at a comer of said 727.417-acre tract

THENCE S. 01°45'00" W., along the East line of said Section 11 and the West line of said Section 14 and a line of said 727.417-acre tract a distance of 1447.24 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a comer of said 727.417-acre tract;

THENCE S. 88°11'29" E., along a line of said 727.417-acre tract a distance of 1696.26 feet to a 5/8" iron rod found at a comer of said 727.417-acre tract;

THENCE S. 01°50'26" W., along a line of said 727.417-acre tract a distance of 333.98 feet to a 112" iron pipe found at a comer of said 727.417-acre tract;

THENCE S. 88°08'32" E., along a line of said 727.417-acre tract a distance of 311.55 feet to a chain-link fence post found at a comer of said 727.417-acre tract;

THENCE S. 55°08'25" E., along a line of said 727.417-acre tract a distance of 3142.70 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" found at the Northwest plat limits of Tract "A", LP&L Northwest Substation Addition as recorded in CCFN 2008042914, OPRLCT;

THENCE S. 01°48' 11" W., along said West plat limits, at 541.59 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 591.59 feet to a 112" iron rod found in the South line of said Section 14 and the South line of said 727.417-acre tract at the Southwest plat limits comer of said Tract "A" and the Southeast comer of this tract;

THENCE N. 88°11'41" W., along the South line of said Section 14 and the South line of said 727.417-acre tract a distance of 4164.33 feet to the Point of Beginning.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

Distances and areas are surface, U.S. Survey Feet.

Tract 3 (Southwest Quadrant, excluding portion in the North Pointe PID):

METES AND BOUNDS DESCRIPTION of a 318.340-acre being a portion of that 160.139-acre tract located in Section 6, Block JS, Abstract 1492, Lubbock County, Texas, described in Volume 9785, Page 28, Official Public Records of Lubbock County, Texas (OPRLCD, and a portion of that 153.864-acre tract located in Section 6, Block JS, Lubbock County, Texas, Abstract 1516, described in County Clerk File Number (CCFN) 2006043021, and that tract located in said Section 6 described in Volume 10263, Page 222, OPRLCT, and a portion of that 303.29-acre tract located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT, said 318.340-acre tract being further described as follows:

BEGINNING at a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection in the South right-of-way line of Ursuline Street, same being a line of that 17.40-acre street right-of-way dedication as described in CCFN 2012043729, OPRLCT, having a grid

coordinate of N-7289731.09, E-926687.46, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 140.88 feet and S. 01°45'46" W. a distance of 65.00 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE S. 43°27'07" E., along a line of said 17.40-acre tract a distance of 42.59 feet to an "X" chiseled in concrete set for a point of intersection in the West right-of-way line of Slide Road;

THENCE S. 01°20'00" W., along said West right-of-way line a distance of 574.41 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 30°31'25", a chord bearing of S. 13°55'42" E., a chord distance of 829.17 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of tangency;

THENCE S. 29°11'25" E., continuing along said right-of-way line a distance of 179.80 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 30°57'31", a chord bearing of S. 13°42'39" E., a chord distance of 760.64 feet to a 1/2" iron rod found at a point of tangency;

THENCE S. 01°46'06" W., continuing along said right-of-way line a distance of 336.59 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the North line of a 20-foot alley dedicated by plat of Lots 535-707, North Pointe Addition to the City of Lubbock as recorded in CCFN 2006045605, OPRLCT;

THENCE N. 88°08'27" W., along the North line of said alley a distance of 228.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°08'27" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 56.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 46°51'33" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 110.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the West line of said Section 5 and the East line of said Section 6;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 709.89 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°09'58" W., continuing along the North line of said alley a distance of 14.14 feet to a point of intersection;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 52.00 feet to a point of intersection

THENCE S. 46°50'02" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°09'58" W., continuing along said alley line a distance of 539.58 feet to a point of intersection in the West plat limits of said North Pointe Addition and the East plat limits of Lots 191-290 and Tracts C and D, Lynnwood Addition to the City of Lubbock as recorded in Volume 9847, Page 139, OPRLCT;

THENCE N. 01°36'04" E., along the East plat limits of said Lynnwood Addition a distance of 49.77 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the South line of said 153.864-acre tract at the Northeast comer of the plat limits of said Lynnwood Addition;

THENCE N. 88°01'32" W., along the North plat limits of said Lynnwood Addition a distance of 1325.36 feet to a "MAG" nail with shiner (AMD) found at the Northwest comer of said plat limits, at the Southwest comer of said 160.139-acre tract and the Southeast comer of said 153.864-acre tract;

THENCE N. 88°05'46" W., along the South line of said 153.864-acre tract, at 1320.00 feet pass a 1/2" iron rod found, continuing at 2130.37 feet pass the Northeast comer of Tract "A", Broadview Baptist Church Addition as recorded in Volume 1685, Page 894, OPRLCT, continuing along the North line of said Tract "A" for a total distance of 2579.92 feet to a 1/2" iron rod found in the East right-of-way line of Frankford Avenue (FM 2528) at the Southwest comer of said 153.864-acre tract and the Southwest comer of this tract;

THENCE N. 01°56'10" E., along said East right-of-way line and the West line of said 153.864- acre tract a distance of 2573.17 feet to a 1/2" iron rod found in the South right-of-way line of Ursuline Street as described in CCFN 2011027661, OPRLCT, at the Northwest comer of this tract;

THENCE S. 88°14'14" E., along the South right-of-way line of said Ursuline Street, at 2285.20 feet pass the West line of that tract described in Volume 10263, Page 222, at 2580.37 feet pass the East line of same tract and the West line of said 160.319-acre tract, continuing for a total distance of 4671.95 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 85°22'29" E., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 88°14' 14" E., continuing along said right-of-way line a distance of 208.00 feet to the Point of Beginning.

SAVE & EXCEPT: Any portion of Tract 3 located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT that is also currently located in the North Pointe PID.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

Distances and areas are surface, U.S. Survey Feet.

Tract 4 (Small strip adjoining Southwest Quadrant):

All of the portion of Tract 5 described in the Deed to Petitioner filed in CCFN 2021019386, OPRLCT not currently located in the North Point PID (for further clarification, this tract is generally described as a strip located north of, and adjacent to, the alley north of Marshall Avenue, adjacent to Tract 3 described above.)

EXHIBIT B – BOUNDARY MAP

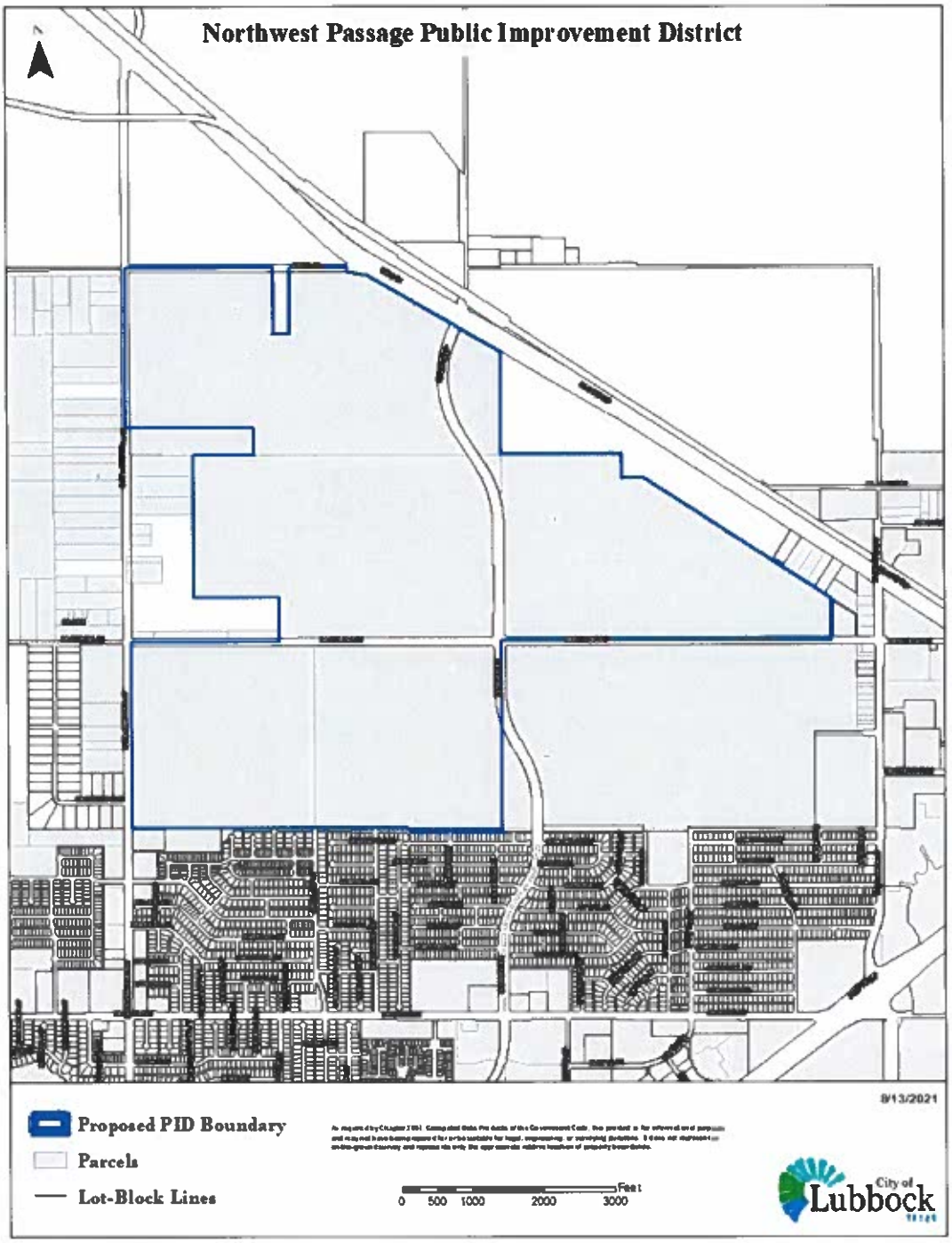

EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs (a)	PID Portion %	PID Portion Cost
Public Improvements			
Drainage (Includes Soft Costs, Contingency and Project Management	40,825,434		9,985,000
	40,825,434		9,985,000
District Formation and Bond Issuance Costs			
Debt Service Reserve Fund	-		-
Capitalized Interest	-		-
Underwriter Discount	200,000		200,000
Cost of Issuance	250,000		250,000
	450,000		450,000
Total	**41,275,434**	25.28%	**10,435,000**

Footnotes:

[a] Costs allocated based on estimated buildout value, see Exhibit M for calculation of allocation percentages.

These are estimates only. They will change.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Northwest Passage PID							
Fiscal Year	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**	**FY 2029-30**
Annual Installments Due	**1/31/2024**	**1/31/2025**	**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/1930**
Principal	-	-	-	-	365,000	380,000	390,000
Interest	-	-	-	-	368,965	355,966	342,507
Total Debt Service	**-**	**-**	**-**	**-**	**733,965**	**735,966**	**732,507**
Annual Collection Costs	20,000	50,000	51,000	52,020	53,060	54,122	55,204
Additional Reserve	(16,920)	(33,657)	102,244	275,375	(153,894)	109,638	393,265
Total Annual Installment	**3,080**	**16,343**	**153,244**	**327,395**	**633,131**	**899,726**	**1,180,976**

Future years are estimates only.

EXHIBIT E - SERVICE PLAN - SOURCES AND USES

SOURCES		
Bond Par (b)	$	10,435,000
Premium		
Owner Contribution (a)		30,840,434
TOTAL SOURCES	**$**	**41,275,434**
IMPROVEMENT		
Improvement Project	$	40,825,434
Costs of Issuance		250,000
Underwriters Discount		200,000
Capitalized Interest		
Reserve Fund		
TOTAL USES	**$**	**41,275,434**

(a) Non-reimbursable to Owner

(b) The Owner is only entitled to reimbursement for the Actual Costs of the Authorized Improvements in an amount equal to $10,435,000

The above are estimates only.

EXHIBIT F -ASSESSMENT ROLL

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID No.	Taxable Value	Percent	Principal	Interest	Annual Collection Cost	Additional Interest	2024 Annual Installment
R342383	427	0.0%	$ -	-	1.32	-	1.32
R343734	18,119	0.2%	-	-	27.18	-	27.18
R343735	6,702,457	61.5%	-	-	10,053.69	-	10,053.69
R347099	11,593	0.1%	-	-	17.39	-	17.39
R347100	84,314	0.8%	-	-	126.47	-	126.47
R347102	82,800	0.8%	-	-	124.20	-	124.20
R347103	110,832	1.0%	-	-	166.25	-	166.25
R350180	38,382	0.4%	-	-	57.57	-	57.57
R350181	39,009	0.4%	-	-	58.51	-	58.51
R350182	39,014	0.4%	-	-	58.52	-	58.52
R350183	39,019	0.4%	-	-	58.53	-	58.53
R350184	39,024	0.4%	-	-	58.54	-	58.54
R350185	39,029	0.4%	-	-	58.54	-	58.54
R350186	39,033	0.4%	-	-	58.55	-	58.55
R350187	37,622	0.3%	-	-	56.43	-	56.43
R350188	39,308	0.4%	-	-	58.96	-	58.96
R350189	40,748	0.4%	-	-	61.12	-	61.12
R350190	40,748	0.4%	-	-	61.12	-	61.12
R350191	40,748	0.4%	-	-	61.12	-	61.12
R350192	40,748	0.4%	-	-	61.12	-	61.12
R350193	40,748	0.4%	-	-	61.12	-	61.12
R350194	39,666	0.4%	-	-	59.50	-	59.50
R350195	40,307	0.4%	-	-	60.46	-	60.46
R350196	40,361	0.4%	-	-	60.54	-	60.54
R350197	39,666	0.4%	-	-	59.50	-	59.50
R350198	40,748	0.4%	-	-	61.12	-	61.12
R350199	40,748	0.4%	-	-	61.12	-	61.12
R350200	40,748	0.4%	-	-	61.12	-	61.12
R350201	40,748	0.4%	-	-	61.12	-	61.12
R350202	40,748	0.4%	-	-	61.12	-	61.12
R350203	39,303	0.4%	-	-	58.95	-	58.95
R350204	39,303	0.4%	-	-	58.95	-	58.95
R350205	40,748	0.4%	-	-	61.12	-	61.12
R350206	40,748	0.4%	-	-	61.12	-	61.12
R350207	40,748	0.4%	-	-	61.12	-	61.12
R350208	40,748	0.4%	-	-	61.12	-	61.12
R350209	40,748	0.4%	-	-	61.12	-	61.12
R350210	40,748	0.4%	-	-	61.12	-	61.12
R350211	40,263	0.4%	-	-	60.39	-	60.39
R350212	40,307	0.4%	-	-	60.46	-	60.46
R350213	40,748	0.4%	-	-	61.12	-	61.12
R350214	40,748	0.4%	-	-	61.12	-	61.12
R350215	40,748	0.4%	-	-	61.12	-	61.12
R350216	40,748	0.4%	-	-	61.12	-	61.12
R350217	40,748	0.4%	-	-	61.12	-	61.12
R350218	40,748	0.4%	-	-	61.12	-	61.12

Tax Ref ID No.	Taxable Value	Percent	Principal	Interest	Annual Collection Cost	Additional Interest	2024 Annual Installment
R350219	39,303	0.4%	-	-	58.95	-	58.95
R350220	39,249	0.4%	-	-	58.87	-	58.87
R350221	40,748	0.4%	-	-	61.12	-	61.12
R350222	40,748	0.4%	-	-	61.12	-	61.12
R350223	40,748	0.4%	-	-	61.12	-	61.12
R350224	40,748	0.4%	-	-	61.12	-	61.12
R350225	40,748	0.4%	-	-	61.12	-	61.12
R350226	39,690	0.4%	-	-	59.54	-	59.54
R350227	54,341	0.5%	-	-	81.51	-	81.51
R350228	49,823	0.5%	-	-	74.73	-	74.73
R350229	38,808	0.4%	-	-	58.21	-	58.21
R350230	38,808	0.4%	-	-	58.21	-	58.21
R350231	38,808	0.4%	-	-	58.21	-	58.21
R350232	38,808	0.4%	-	-	58.21	-	58.21
R350233	38,808	0.4%	-	-	58.21	-	58.21
R350234	38,808	0.4%	-	-	58.21	-	58.21
R350235	38,000	0.3%	-	-	57.00	-	57.00
R350236	38,000	0.3%	-	-	57.00	-	57.00
R350237	38,000	0.3%	-	-	57.00	-	57.00
R350238	53,123	0.5%	-	-	79.68	-	79.68
R350239	36,113	0.3%	-	-	54.17	-	54.17
R350240	37,730	0.3%	-	-	56.60	-	56.60
R350241	37,730	0.3%	-	-	56.60	-	56.60
R350242	37,730	0.3%	-	-	56.60	-	56.60
R350243	37,730	0.3%	-	-	56.60	-	56.60
R350244	37,730	0.3%	-	-	56.60	-	56.60
R350245	37,730	0.3%	-	-	56.60	-	56.60
R350246	37,730	0.3%	-	-	56.60	-	56.60
R350247	37,730	0.3%	-	-	56.60	-	56.60
R350248	37,730	0.3%	-	-	56.60	-	56.60
R350249	42,650	0.4%	-	-	63.98	-	63.98
R350250	38,127	0.3%	-	-	57.19	-	57.19
R350251	38,808	0.4%	-	-	58.21	-	58.21
R350252	38,808	0.4%	-	-	58.21	-	58.21
R350253	38,808	0.4%	-	-	58.21	-	58.21
R350254	38,808	0.4%	-	-	58.21	-	58.21
R350255	38,808	0.4%	-	-	58.21	-	58.21
R350256	38,808	0.4%	-	-	58.21	-	58.21
R350257	38,808	0.4%	-	-	58.21	-	58.21
R350258	38,808	0.4%	-	-	58.21	-	58.21
R350259	39,004	0.4%	-	-	58.51	-	58.51
R350260	38,029	0.3%	-	-	57.04	-	57.04
R350261	38,808	0.4%	-	-	58.21	-	58.21
R350262	38,808	0.4%	-	-	58.21	-	58.21
R350263	38,808	0.4%	-	-	58.21	-	58.21
R350264	38,808	0.4%	-	-	58.21	-	58.21
R350265	38,808	0.4%	-	-	58.21	-	58.21
R350266	38,808	0.4%	-	-	58.21	-	58.21
R350267	38,808	0.4%	-	-	58.21	-	58.21

Tax Ref ID No.	Taxable Value	Percent	Principal	Interest	Annual Collection Cost	Additional Interest	2024 Annual Installment
R350268	38,808	0.4%	-	-	58.21	-	58.21
R350269	38,205	0.4%	-	-	57.31	-	57.31
R351709	-	0.0%	-	-	-	-	-
R351710	-	0.0%	-	-	-	-	-
R351777	11,044	0.1%	-	-	16.57	-	16.57
R351965	18,020	0.2%	-	-	27.03	-	27.03
R63099	67,482	0.6%	-	-	101.22	-	101.22
R63214	111,642	1.0%	-	-	167.46	-	167.46
R66307	50,516	0.5%	-	-	75.77	-	75.77
R82421	3,903	0.0%	-	-	5.85	-	5.85
R82485	38,085	0.3%	-	-	57.13	-	57.13
	10,895,049	**100.0%**	**$ -**	**-**	**16,343**	**-**	**16,343**

EXHIBIT G - ANNUAL INSTALLMENTS

Tax Year	Principal	Interest	Annual Collection Cost	Additional Interest	Total Annual Installment
2022	-	-	993	286	1,279
2023	-	-	20,000	(16,920)	3,080
2024	-	-	50,000	(33,657)	16,343
2025	-	-	51,000	102,244	153,244
2026	-	-	52,020	275,375	327,395
2027	365,000.00	368,964.54	53,060	(153,894)	633,131
2028	380,000.00	355,965.53	54,122	109,638	899,725
2029	390,000.00	342,506.89	55,204	393,263	1,180,974
2030	410,000.00	328,572.38	56,308	523,543	1,318,424
2031	420,000.00	314,145.17	57,434	650,627	1,442,206
2032	435,000.00	299,207.83	58,583	707,285	1,500,076
2033	455,000.00	283,742.34	59,755	765,632	1,564,129
2034	470,000.00	267,730.01	60,950	783,759	1,582,439
2035	485,000.00	251,151.51	62,169	841,288	1,639,608
2036	505,000.00	233,986.82	63,412	896,583	1,698,982
2037	520,000.00	216,215.22	64,680	959,644	1,760,540
2038	540,000.00	197,815.24	65,974	331,837	1,135,626
2039	560,000.00	178,764.67	67,293	260,345	1,066,403
2040	580,000.00	159,040.50	68,639	289,527	1,097,207
2041	600,000.00	138,618.92	70,012	421,041	1,229,672
2042	620,000.00	117,475.26	71,412	92,734	901,622
2043	640,000.00	95,584.00	72,841	109,602	918,027
2044	665,000.00	72,918.70	74,297	122,841	935,057
2045	685,000.00	49,451.99	75,783	142,407	952,642
2046	710,000.00	25,155.54	77,299	24,417	836,871
2047					
2048					
2049					
	10,435,000	4,297,013	1,463,241	8,599,446	24,794,701

[a] Interest is calculated at the rate of the Bonds.

[b] Annual Collection Costs estimated to escalate 2.00% annually.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H - MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Original Maximum Assessment Per Lot
All Lots	$0.15 per $100 valuation

EXHIBIT I - ALLOCATION OF PUBLIC IMPROVEMENT COSTS

Lot Type	No. of Lots	Estimated Average Buildout Value Per Lot	Total Extimated Buildout Value (Taxable Value)	Percentage of Benefit	Estimated Average Assessment Per Tract*	Total Estimated Assessment (Debt Principal & Interest)
Residential	4,400	293,866.82	1,293,014,001	100.0%	$ 3,348.18	$ 14,732,013.06
Tract 1	9		2,586,028	0.2%	1,473.20	29,464.03
Tract 2	334		98,269,064	7.6%	55,981.65	1,119,632.99
Tract 3	22		6,465,070	0.5%	3,683.00	73,660.07
Tract 4	955		280,584,038	21.7%	159,842.34	3,196,846.83
Tract 5	1,043		306,444,318	23.7%	174,574.35	3,491,487.10
Tract 6	708		208,175,254	16.1%	118,592.71	2,371,854.10
Tract 7	57		16,809,182	1.3%	9,575.81	191,516.17
Tract 8	634		186,194,016	14.4%	106,070.49	2,121,409.88
Tract 9	128		37,497,406	2.9%	21,361.42	427,228.38
Tract 10	207		60,771,658	4.7%	34,620.23	692,404.61
Tract 11	132		38,790,420	3.0%	22,098.02	441,960.39
Tract 12	123		36,204,392	2.8%	20,624.82	412,496.37
Tract 13	48		14,223,154	1.1%	8,102.61	162,052.14
	4,400	293,867	1,293,014,001			

* Assessment is $0.15 per $100 valuation so each lot will have a different assessment based on value. The assessment rate could be lower in later years.

This is a projection and can change each year when the Service and Assessment Plan is updated. The total estimated assessment is based on 20 years and an average amount for each lot. The actual will be different.

CITY OF LUBBOCK, TEXAS

DEBT SERVICE SCHEDULE

20 YEAR SCHEDULE

TAX & WW SYSTEM SURPLUS REV CO BDS, Series 2027

Dated Date: TBD

$10,435,000.00

NORTHWEST PASSAGE PID

FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
2027-28	365,000.00	368,964.54	733,964.54
2028-29	380,000.00	355,965.53	735,965.53
2029-30	390,000.00	342,506.89	732,506.89
2030-31	410,000.00	328,572.38	738,572.38
2031-32	420,000.00	314,145.17	734,145.17
2032-33	435,000.00	299,207.83	734,207.83
2033-34	455,000.00	283,742.34	738,742.34
2034-35	470,000.00	267,730.01	737,730.01
2035-36	485,000.00	251,151.51	736,151.51
2036-37	505,000.00	233,986.82	738,986.82
2037-38	520,000.00	216,215.22	736,215.22
2038-39	540,000.00	197,815.24	737,815.24
2039-40	560,000.00	178,764.67	738,764.67
2040-41	580,000.00	159,040.50	739,040.50
2041-42	600,000.00	138,618.92	738,618.92
2042-43	620,000.00	117,475.26	737,475.26
2043-44	640,000.00	95,584.00	735,584.00
2044-45	665,000.00	72,918.70	737,918.70
2045-46	685,000.00	49,451.99	734,451.99
2046-47	710,000.00	25,155.54	735,155.54
	$ 10,435,000.00	**$ 4,297,013.06**	**$ 14,732,013.06**

This is an estimated debt schedule only. It will change once debt has been issued.

EXHIBIT K - PARCEL UPDATES

Property ID		Acres	2024 Taxable Value	Change
R347522	Platted into lots/Easements/ROW	29.193		-29.193
R350180	Split from R347522, Tract 9, 2024		38,382	0.179821
R350181	Split from R347522, Tract 9, 2024		39,009	0.182759
R350182	Split from R347522, Tract 9, 2024		39,014	0.182782
R350183	Split from R347522, Tract 9, 2024		39,019	0.182805
R350184	Split from R347522, Tract 9, 2024		39,024	0.182828
R350185	Split from R347522, Tract 9, 2024		39,029	0.182851
R350186	Split from R347522, Tract 9, 2024		39,033	0.182874
R350187	Split from R347522, Tract 9, 2024		37,622	0.176263
R350188	Split from R347522, Tract 9, 2024		39,308	0.18416
R350189	Split from R347522, Tract 9, 2024		40,748	0.190909
R350190	Split from R347522, Tract 9, 2024		40,748	0.190909
R350191	Split from R347522, Tract 9, 2024		40,748	0.190909
R350192	Split from R347522, Tract 9, 2024		40,748	0.190909
R350193	Split from R347522, Tract 9, 2024		40,748	0.190909
R350194	Split from R347522, Tract 9, 2024		39,666	0.185836
R350195	Split from R347522, Tract 9, 2024		40,307	0.188843
R350196	Split from R347522, Tract 9, 2024		40,361	0.189096
R350197	Split from R347522, Tract 9, 2024		39,666	0.185836
R350198	Split from R347522, Tract 9, 2024		40,748	0.190909
R350199	Split from R347522, Tract 9, 2024		40,748	0.190909
R350200	Split from R347522, Tract 9, 2024		40,748	0.190909
R350201	Split from R347522, Tract 9, 2024		40,748	0.190909
R350202	Split from R347522, Tract 9, 2024		40,748	0.190909
R350203	Split from R347522, Tract 9, 2024		39,303	0.184137
R350204	Split from R347522, Tract 9, 2024		39,303	0.184137
R350205	Split from R347522, Tract 9, 2024		40,748	0.190909
R350206	Split from R347522, Tract 9, 2024		40,748	0.190909
R350207	Split from R347522, Tract 9, 2024		40,748	0.190909
R350208	Split from R347522, Tract 9, 2024		40,748	0.190909
R350209	Split from R347522, Tract 9, 2024		40,748	0.190909
R350210	Split from R347522, Tract 9, 2024		40,748	0.190909
R350211	Split from R347522, Tract 9, 2024		40,263	0.188636
R350212	Split from R347522, Tract 9, 2024		40,307	0.188843
R350213	Split from R347522, Tract 9, 2024		40,748	0.190909
R350214	Split from R347522, Tract 9, 2024		40,748	0.190909
R350215	Split from R347522, Tract 9, 2024		40,748	0.190909
R350216	Split from R347522, Tract 9, 2024		40,748	0.190909
R350217	Split from R347522, Tract 9, 2024		40,748	0.190909
R350218	Split from R347522, Tract 9, 2024		40,748	0.190909
R350219	Split from R347522, Tract 9, 2024		39,303	0.184137
R350220	Split from R347522, Tract 9, 2024		39,249	0.183884

EXHIBIT K - PARCEL UPDATES

Property ID		Acres	2024 Taxable Value	Change
R350221	Split from R347522, Tract 9, 2024		40,748	0.190909
R350222	Split from R347522, Tract 9, 2024		40,748	0.190909
R350223	Split from R347522, Tract 9, 2024		40,748	0.190909
R350224	Split from R347522, Tract 9, 2024		40,748	0.190909
R350225	Split from R347522, Tract 9, 2024		40,748	0.190909
R350226	Split from R347522, Tract 9, 2024		39,690	0.18595
R350227	Split from R347522, Tract 9, 2024		54,341	0.254591
R350228	Split from R347522, Tract 9, 2024		49,823	0.233425
R350229	Split from R347522, Tract 9, 2024		38,808	0.181818
R350230	Split from R347522, Tract 9, 2024		38,808	0.181818
R350231	Split from R347522, Tract 9, 2024		38,808	0.181818
R350232	Split from R347522, Tract 9, 2024		38,808	0.181818
R350233	Split from R347522, Tract 9, 2024		38,808	0.181818
R350234	Split from R347522, Tract 9, 2024		38,808	0.181818
R350235	Split from R347522, Tract 9, 2024		38,000	0.17803
R350236	Split from R347522, Tract 9, 2024		38,000	0.17803
R350237	Split from R347522, Tract 9, 2024		38,000	0.17803
R350238	Split from R347522, Tract 9, 2024		53,123	0.174219
R350239	Split from R347522, Tract 9, 2024		36,113	0.169192
R350240	Split from R347522, Tract 9, 2024		37,730	0.176768
R350241	Split from R347522, Tract 9, 2024		37,730	0.176768
R350242	Split from R347522, Tract 9, 2024		37,730	0.176768
R350243	Split from R347522, Tract 9, 2024		37,730	0.176768
R350244	Split from R347522, Tract 9, 2024		37,730	0.176768
R350245	Split from R347522, Tract 9, 2024		37,730	0.176768
R350246	Split from R347522, Tract 9, 2024		37,730	0.176768
R350247	Split from R347522, Tract 9, 2024		37,730	0.176768
R350248	Split from R347522, Tract 9, 2024		37,730	0.176768
R350249	Split from R347522, Tract 9, 2024		42,650	0.199816
R350250	Split from R347522, Tract 9, 2024		38,127	0.178627
R350251	Split from R347522, Tract 9, 2024		38,808	0.181818
R350252	Split from R347522, Tract 9, 2024		38,808	0.181818
R350253	Split from R347522, Tract 9, 2024		38,808	0.181818
R350254	Split from R347522, Tract 9, 2024		38,808	0.181818
R350255	Split from R347522, Tract 9, 2024		38,808	0.181818
R350256	Split from R347522, Tract 9, 2024		38,808	0.181818
R350257	Split from R347522, Tract 9, 2024		38,808	0.181818
R350258	Split from R347522, Tract 9, 2024		38,808	0.181818
R350259	Split from R347522, Tract 9, 2024		39,004	0.182736
R350260	Split from R347522, Tract 9, 2024		38,029	0.178168
R350261	Split from R347522, Tract 9, 2024		38,808	0.181818
R350262	Split from R347522, Tract 9, 2024		38,808	0.181818

EXHIBIT K - PARCEL UPDATES

Property ID		Acres	2024 Taxable Value	Change
R350263	Split from R347522, Tract 9, 2024		38,808	0.181818
R350264	Split from R347522, Tract 9, 2024		38,808	0.181818
R350265	Split from R347522, Tract 9, 2024		38,808	0.181818
R350266	Split from R347522, Tract 9, 2024		38,808	0.181818
R350267	Split from R347522, Tract 9, 2024		38,808	0.181818
R350268	Split from R347522, Tract 9, 2024		38,808	0.181818
R350269	Split from R347522, Tract 9, 2024		38,205	0.178994
	Easements/ROW - Split from R347522, Tract 9, 2024			12.477213
R82485		143.08		-14.8463
R351777	Split from R82485, Tract 8, 2024		278,906	13.9453
R351778	Split from R82485, Tract 8, 2024		18,020	0.901

Northwest Passage Public Improvement District
Public Hearing for the Review of the Assessment Rate
August 27, 2024 | 2:00 P.M.
Citizens Tower Council Chamber | 1314 Avenue K, Lubbock, TX 79401

Please take notice that on August 27, 2024, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2024 assessment rate for property owners in the Northwest Passage Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Business Development Department on the 9th Floor of Citizens Tower after August 8, 2024.

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

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) the design, construction and maintenance of parks and greens, together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental services defined in the Act, together with related permits and licenses; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision, including costs of establishing, administering and operating the District; and (iii) the District shall prioritize its expenditures as follows: (a) design, construction, maintenance, and financing for drainage improvements; then (b) design, construction, maintenance, and financing for park improvements; then (c) selection, acquisition, and maintenance for public art; then (d) all other allowable improvements and related expenditures. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $2,029,839 over the next five years. The estimated annual cost rises from $16,343 in FY 2024-25 to $899,726 in FY 2028-29. The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation through tax year 2028.

Boundaries: The District is located wholly within the City of Lubbock, Texas. The Northwest Passage Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown, City of Lubbock Business Development Department at 806-775-3082.**

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing on the proposed 2024 Assessment Rate for the Upland Crossing Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Upland Crossing PID to speak in favor of, or in opposition to, the assessment to be levied in the Upland Crossing PID for 2024. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 15, 2024, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2024 is $0.15 per $100 valuation. This is the same rate as 2023. All property will be assessed for 2024.

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

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance on the entryways and parks, repair and replace amenities, including alley fences, lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2024, based on estimated values, is $282,059.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Director of Business Development
Upland Crossing PID Advisory Board

Attachments

Ordinance
Exhibit A
Exhibit B
Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE UPLAND CROSSING PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2024 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2024-25; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

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

WHEREAS, through Resolution No. 2019-R0375 the City Council of the City (the "Council") attached hereto and incorporated herein as "Exhibit A", which made certain findings concerning the advisability of creating the Upland Crossing Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the District; and

WHEREAS, On December 3, 2019, the City Council passed Ordinance No. 2019-O0167, approving the Service and Assessment Plan (the "Plan"), which will be reviewed and revised each year when necessary. The revised 2024 Plan for the District is attached hereto and incorporated herein as "Exhibit B"; and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 27, 2024, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2024 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2024 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 valuation for tax years 2024 through 2028, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2024 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

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

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 27, 2024 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

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

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

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

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2024 City net taxable value in the manner described in the assessment attached hereto and incorporated herein as "Exhibits B" and "C" shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2025 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2024.

Passed by the City Council on second reading on _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock

Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/ORD. 2024 Upland Crossing PID – Service Plan, Assessment Role, and Levy
August 27, 2024

Resolution No. 2019-R0375

Item No. 7.2.1

October 8, 2019

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE UPLAND CROSSING PUBLIC IMPROVEMENT DISTRICT

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

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

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

WHEREAS, the Petition covers property within an area generally bounded by 26th Street on the north, 34th Street on the south, Upland Avenue on the east, and Yuma Avenue on the west, with such property being the development known as Upland Crossing, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

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

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

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the eighth (8th) day of October, 2019, at four thirty (4:30) p.m., at Fire Station 16 located at 4030 114th Street, Lubbock, Texas; and

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

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

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

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

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

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

(b) That authorization of the Upland Crossing Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Upland Crossing Public Improvement District for the general purpose of financing improvements and services related to: the acquisition or construction of drainage facilities or improvements; the design, construction, and maintenance of parks and greenspace, fences, ponds, together with any ancillary structures, features, or amenities such as playgrounds, splash pads, pools, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles, community signage, and any similar items located therein, along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greenspace; landscape, hardscape, and irrigation; and, the costs of establishing, administering, and operating the public improvement district; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Upland Crossing Public Improvement District through Fiscal Year 2024-25 is approximately one hundred fifty-six thousand nine hundred and ninety five dollars ($156,995) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of fifteen cents ($0.15) per one hundred dollars ($100) of valuation of property within the Upland Crossing Public Improvement District through Fiscal Year 2024-25, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Upland Crossing Public Improvement District and the City, all the Costs will be paid by the Upland Crossing Public Improvement District through assessments on the property within the boundaries of the Upland Crossing Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Upland Crossing Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the Upland Crossing Public Improvement District Advisory Board for the Upland Crossing Public Improvement District. The Upland Crossing Public Improvement District Advisory Board shall act as an advisory board of the City of Lubbock, and shall initially be composed of five (5) members, each of whom will represent a developer of the property within the Upland Crossing Public Improvement District. The Upland Crossing Public Improvement District Advisory Board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards and the Criteria and Guidelines for Public Improvement Districts. The initial members of the Advisory Board for the Upland Crossing Public Improvement District shall serve a two (2) year term. The City Council may extend the term of the initial governing board beyond two (2) years. The initial Advisory Board of the Upland Crossing Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Upland Crossing Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Upland Crossing Public Improvement District. Upon the end of the term of the initial Advisory Board members of the Upland Crossing Public Improvement District, an election will be held for the Upland Crossing property owners to vote on each of the five seats. Once an election has taken place, the City Council will appoint the members of the Upland Crossing Public Improvement District Advisory Board. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Upland Crossing Public Improvement District.

SECTION 5: THAT the notice of this authorization for the Upland Crossing Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.

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

Passed by the City Council this 8th **day of** October, **2019.**

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

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

CERTIFICATE TO COPY OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that all signatures on the attached document have been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment under the proposal (as determined by the current roll of the Appraisal District, August 14, 2019) in the area known as Upland Crossing, as shown on the attached map, petitioners own 100% of the value; AND that the petition must be signed by the record owners of property that constitute more than fifty percent (50%) of the number of record owners or the record owners of more than fifty percent (50%) of the area within the PID, the petitioners own 100% of the total area within the proposed Upland Crossing PID; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

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

In witness whereof I have hereunto set my hand and affixed the official seal of said office the 20th day of August, 2019.

(City Seal)

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

Exhibit 1

August 16, 2019

To: Becky Garza, City Secretary

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

CC: Blu Kostelich, Chief Financial Officer

Re: Upland Crossing Public Improvement District Petition

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

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

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

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

Exhibit 1

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

Property ID	Owner Name	Mailing Address	Property Address	Legal Description	2018 Market Value	2019 Taxable Value
[illegible]	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	BLK AK SEC 42 AB 851 TR C1D AC: 12.562	[illegible]	28,728
R111447	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 1	3,100	3,100
R111535	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 2	3,100	3,100
R111509	BEVERBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	8202 VIOLA AVE, LUBBOCK, TX 79407	WILDERLAND PARK L 3	2,890	2,890
R111748	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 4	3,200	3,200
R111917	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 5	3,190	3,190
R111987	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	WILDERLAND PARK L 6	3,200	3,200
R120594	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	LUBBOCK 79407	BLK AK SEC 42 AB 851 TR C5 AC: 51.161	52,000	8,953
R87881	STOREHOUSE LAND CO LLC	6305 82ND ST LUBBOCK, TX 79424	2602 UPLAND AVE, LUBBOCK, TX 79407	BLK AK SEC 42 AB 1284 TR D1 & TR D3 AC: 131.787	688,830	85,018

Upland Crossing PID

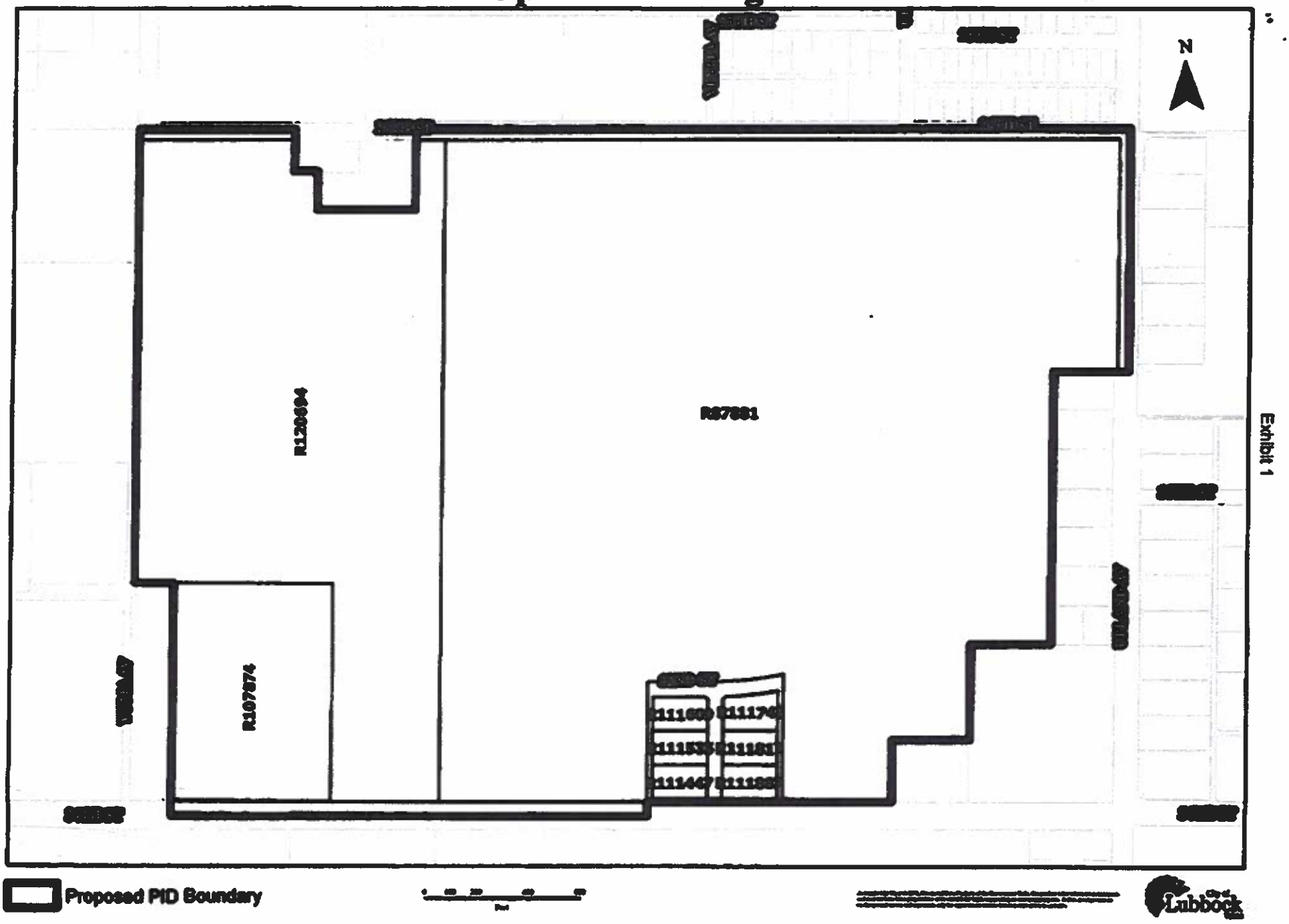

Exhibit 1

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

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature on following page]

PETITIONERS:

Storehouse Land Company, LLC

Ron Betenbough, Vice President

Betenbough Homes, LLC

Chris Berry, Authorized Agent

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

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

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

KAREN ESTES
Notary Public, State of Texas
Notary ID 1207709-7
My Commission Expires 10-09-2019

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

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

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

KAREN ESTES
Notary Public, State of Texas
Notary ID 1207709-7
My Commission Expires 10-09-2019

Notary Public Signature

Exhibit 1

BETENBOUGH
HOMES

July 3rd, 2019

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

RE: Upland Crossing, Public Improvement District

Dear Honorable Mayor and City Council;

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

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

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

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

Exhibit 1

BETENBOUGH
HOMES

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

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

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

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

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

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

12. Budget is attached in the service plan.

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

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

15. Addressed in Section 6 of the petition.

16. Addressed in Section 5 of the petition.

Exhibit 1

BETENBOUGH
HOMES®

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

Chris Berry

Land Planning Manager

Betenbough Homes

Exhibit 1

6310 Canon Ave. Suite A Lubbock TX. 79424
Phone: 806-687-1369 Fax 806-702-8975
Texas Firm Registration No. 10007500
E-mail: info@hrsurvey.com
www.hrsurvey.com

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

(Exhibit Sketch attached as Sheet 2)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE S. 01° 45' 49" W. a distance of 369.67 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found at the northeast corner of said 1.62 acre tract for a corner of said 188.5074 acre tract and this tract;

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

THENCE S. 01° 46' 16" W. a distance of 235.44 feet to the Point of Beginning. Bearings and Coordinates are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The Convergence angle to True North bearings is -01° 54' 07". Distances are at surface, in U.S. Survey feet.

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

Exhibit 1

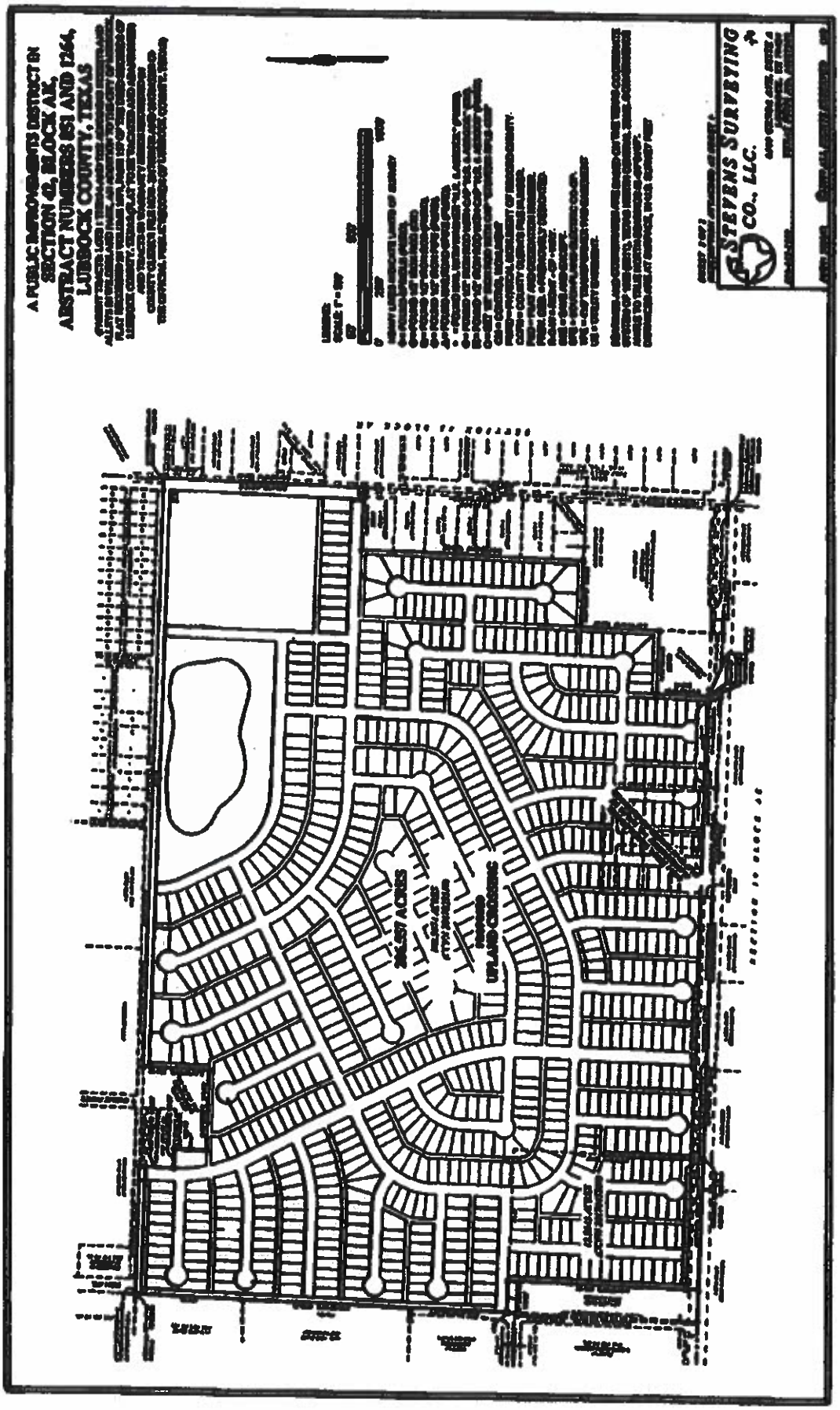
A PUBLIC IMPROVEMENTS DISTRICT IN
SECTION 4, BLOCK AX,
ABSTRACT NUMBERS 651 AND 1264,
LUBBOCK COUNTY, TEXAS
STEVENS SURVEYING
CO., LLC.
WEST ACRES
UPLAND CROSSING

Exhibit 2

Upland Crossing PID

Proposed PID Boundary

Exhibit 2

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

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

(Exhibit Sketch attached as Sheet 2)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 3

Upland Crossing PID Proposed Method of Assessment

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

Upland Crossing Proposed PID Service Plan

TAX YEAR			PROPOSED					
		2019	2020	2021	2022	2023	2024	Totals
PROPERTY VALUES	Estimated # of Homes Closed			100	125	150	125	500
	Property Values* (Taxable Value)	121,349	800,000	15,816,000	34,882,320	58,079,966	77,991,566	77,991,566
	Discounted Property Values	121,349	720,000	14,234,400	31,394,088	52,271,970	70,192,409	70,192,409
FISCAL YEAR REVENUES		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	
	Interest	$ -	-	-	359	1,357	1,563	3,279
0.15	Assessment @ $0.15	-	1,080	21,252	47,091	78,408	105,289	253,219
	Total	$ -	1,080	21,252	47,091	79,408	106,589	256,498
FISCAL YEAR EXPENSES		FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	
Park 1								
6 acre Playa park with appx 3 acres landscaped (with 1 acre of water)		$ -	-	-	-	48,000	48,960	96,960
Park 2								
pocket park SW side along "Spine"		-	-	-	-	9,600	9,792	19,392
Signage								
Neighborhood Entry Signs		-	-	-	-	1,000	1,020	2,020
Alley Fences								
Fences that separate an alley adjacent to a street		-	-	-	-	1,000	1,020	2,020
Electric Cost for park lighting and irrigation								
Proposed parks 1 and 2		-	-	-	-	3,180	3,244	6,424
Administrative Costs		-	1,000	3,000	3,060	3,121	3,184	13,365
Annual Operation Cost		1,000	3,700	4,000	4,120	4,244	4,371	21,435
(2019 is only the cost of setting 2021 assessment)								
Developer Funding of Costs		(1,000)	(3,620)					(4,620)
Total		$ -	1,080	7,000	7,180	70,145	71,590	156,995
Cash Reserves		$ -	-	14,252	54,163	63,426	99,224	99,224

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

ASSESSMENT INFORMATION
2020-2024
Assessment per $100,000

EXHIBIT B

City of Lubbock, TX

Finance Department

Upland Crossing PID 2024 Proposed Service and Assessment Plan

Assessment Plan

* Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.15/$100 valuation
* All property will be assessed based on the final 2024 "net taxable value".

Service Plan

	Adopted Budget	Proposed Budget	Projected				
TAX YEAR	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**Totals**
Property Values* (Taxable Value)	190,349,760	197,935,981	201,894,701	205,932,595	210,051,247	214,252,271	214,252,271
Discounted Property Values - 95%	180,832,272	188,039,182	191,799,966	195,635,965	199,548,684	203,539,658	203,539,658
FISCAL YEAR REVENUES	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**	
Interest	5,106	11,665	8,853	10,757	12,733	14,784	$ 63,898
Assessment @ $0.15	271,248	282,059	287,700	293,454	299,323	305,309	$ 1,739,094
Total	**276,354**	**293,724**	**296,553**	**304,211**	**312,056**	**320,093**	**$ 1,802,992**
FISCAL YEAR EXPENSES	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**	**Totals**
Playa Lake Park - 7335 26th St	$ 48,000	75,000	76,500	78,030	79,591	81,182	$ 438,303
Pocket Park - 7525 32nd St	22,000	25,000	25,500	26,010	26,530	27,061	152,101
Entry Signs	15,000	10,000	10,200	10,404	10,612	10,824	67,040
Public Fencing	15,000	10,000	10,200	10,404	10,612	10,824	67,040
Repairs	15,000	15,000	15,300	15,606	15,918	16,236	93,061
Public Improvement Project	10,000	25,000	25,500	26,010	26,530	27,061	140,101
Playground Equipment Maintenance	7,300	4,300	4,386	4,474	4,563	4,654	29,677
Electric Cost	3,000	6,000	6,120	6,242	6,367	6,495	34,224
Water Cost	1,100	1,200	1,224	1,248	1,273	1,299	7,345
Administrative Costs	13,422	15,611	15,923	16,242	16,567	16,898	94,662
Annual Operation Cost	9,503	10,312	10,518	10,729	10,943	11,162	63,167
Total	**$ 159,325**	**197,423**	**201,371**	**205,399**	**209,507**	**213,697**	**$ 1,186,722**
Cash Reserves	**$ 346,354**	**442,655**	**537,837**	**636,649**	**739,198**	**845,594**	**$ 845,594**

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

Assessment Information per $100,000 Home = $150

Upland Crossing Public Improvement District
Public Hearing for the Review of the Assessment Rate
August 27, 2024 | 2:00 P.M.
Citizens Tower Council Chamber | 1314 Avenue K, Lubbock, TX 79401

Please take notice that on August 27, 2024, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2024 assessment rate for property owners in the Upland Crossing Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Business Development Department on the 9th Floor of Citizens Tower after August 8, 2024.

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

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

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $1,027,397 over the next five years. The estimated annual cost rises from $197,423 in FY 2024-25 to $213,697 in FY 2028-29. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation through tax year 2028.

Boundaries: The District is located wholly within the City of Lubbock, Texas. The Upland Crossing Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 26th Street on the north, 34th Street on the south, Upland Avenue on the east, and Yuma Avenue on the west. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown, City of Lubbock Business Development Department at 806-775-3082.**

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing on the proposed 2024 Assessment Rate for the Upland Crossing 2 Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing 2 PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Upland Crossing 2 PID to speak in favor of, or in opposition to, the assessment to be levied in the Upland Crossing 2 PID for 2024. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 15, 2024, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2024 is $0.12 per $100 valuation. This is the same rate as 2023. All property will be assessed for 2024.

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

Fiscal Impact

The funds raised by the assessment will be used to provide design, construction, and maintenance of drainage improvements, any other maintenance needed on projects in the District, and the cost of administering the PID. The projected assessment that will be collected for 2024, based on estimated values, is $38,981.

Staff/Board Recommending

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

Attachments

Ordinance
Exhibit A
Exhibit B
Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE UPLAND CROSSING 2 PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2024 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2024-25; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

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

WHEREAS, through Resolution No. 2023-R0144 the City Council of the City (the "Council") attached hereto and incorporated herein as "Exhibit A", which made certain findings concerning the advisability of creating the Upland Crossing 2 Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the District; and

WHEREAS, On April 25, 2023, the City Council passed Ordinance No. 2023-O0037, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The revised 2024 Plan for the District is attached hereto and incorporated herein as "Exhibit B"; and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 27, 2024, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2024 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2024 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.12 per $100.00 valuation for tax years 2024 through 2028, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2024 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

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

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 27, 2024 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

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

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

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

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2024 City net taxable value in the manner described in the assessment attached hereto in "Exhibit B" shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2025 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad

valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2024.

Passed by the City Council on second reading on _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock

Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/ORD 2024 Upland Crossing 2 PID – Service Plan, Assessment Role, and Levy
August 27, 2024

Resolution No. 2023-R0144
Item No. 7.3
March 7, 2023

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE UPLAND CROSSING 2 PUBLIC IMPROVEMENT DISTRICT

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

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

(a) Acquisition, construction, or drainage facilities or improvements;

(b) The design, construction, and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and

(c) Payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

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

WHEREAS, the Petition covers property within an area generally bounded by 34th Street to the north, Upland Avenue to the east, and railroad tracks to the south and west, with such property being the development known as Upland Crossing 2, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

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

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

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the seventh (7th) day of March, 2023, at two (2:00) p.m., at Citizen's Tower, located at 1314 Avenue K, Lubbock, Texas; and

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

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

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

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

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

(a) That the public hearing on the advisability of authorizing the Upland Crossing 2 Public Improvement District has been properly called, held, and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the Upland Crossing 2 Public Improvement District; and

(b) That authorization of the Upland Crossing 2 Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Upland Crossing 2 Public Improvement District for the general purpose of financing improvements and services related to:

(i) The acquisition, construction, or drainage facilities or improvements;

(ii) The design, construction, and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and

(iii) The payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Upland Crossing 2 Public Improvement District through Fiscal Year 2027-28 is approximately one hundred twenty two thousand seven hundred thirty dollars ($122,730) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of twelve cents ($0.12) per one hundred dollars ($100) of valuation of property within the Upland Crossing 2 Public Improvement District through Fiscal Year 2027-28, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Upland Crossing 2 Public Improvement District and the City, all the Costs will be paid by the Upland Crossing 2 Public Improvement District through assessments on the property within the boundaries of the Upland Crossing 2 Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Upland Crossing 2 Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council shall be the governing board for the Upland Crossing 2 Public Improvement District.

SECTION 5: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council this 7th day of March, 2023.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, Interim City Secretary

APPROVED AS TO CONTENT:

Brianna Brown, Director of Business Development

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ccdocs://Upland Crossing 2 PID Creation Resolution
2.20.23

BETENBOUGH
HOMES®

February 3, 2023

Brianna Brown

Business Development Director

City of Lubbock

1314 Avenue K

Lubbock, TX 79401

RE: Upland Crossing, Public Improvement District 2

Dear Honorable Mayor and City Council,

Upland Crossing 2 PID is a residential development within the city limits of the City of Lubbock bound on the North by 34th Street, adjacent to the East by Upland Ave, and adjacent to railroad tracks to the South and West. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Upland Crossing 2 PID.

In order to comply with the "Public Improvements District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements":

1. Betenbough Homes has purchased/optioned almost 34.294 acres. Betenbough Homes plans to invest $250,000 in improvements for this park system before it would be deeded over to the City of Lubbock and the PID. We will be here to help keep the PID healthy and thriving. We have vested interest in making this PID healthy and self-sufficient.
2. This requirement is addressed in Section 5 of the accompanying Petition.
3. This requirement is addressed in Section 1 of the accompanying Petition.
4. This requirement is addressed in Section 5 of the accompanying Petition.

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

6. This requirement has been met by the map of the area that is attached to this Petition.

BETENBOUGH
HOMES

7. Operation of the PID process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock. If a board is not established, then the operation of any PID actions will be managed by the City Manager or designee.

8. This requirement is generally addressed in Section 2 of the petition. Addressing this specific PID there will be a drainage basin that will function as drainage storage for the community. The PID will allow the basin to be well maintained.

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

10. General description of proposed improvements is addressed in Section 2 of the Petition.

11. The estimated total cost of the improvements is approximately $250,000 and will be paid and constructed by the developer, Betenbough Homes does not desire any reimbursement. The estimated cost of the maintenance is approximately $25,000 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".

12. Addressing this requirement we have provided a service and assessment plan that is attached as part of this application.

13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at $.07 per $100.00 valuation.

14. Documentation of liability insurance will be provided as requested by the City of Lubbock.

15. This requirement is addressed in Section 6 of the accompanying Petition.

16. This requirement is addressed in Section 5 of the accompanying Petition.

17. This requirement is met with the attached spreadsheet documenting the provided service and assessment plan.

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

X _____

Chris Berry

Land Development Manager

Betenbough Homes

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO UPLAND CROSSING 2 PUBLIC IMPROVEMENT DISTRICT

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

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

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

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

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

Section 3. Estimated cost of the proposed public improvements and annual maintenance: $250,000 estimated for proposed public improvements as mentioned in section 2. Annual maintenance costs - $25,000 for proposed improvements made by developer.

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

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

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

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

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

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

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

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

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

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

[Signature on following page]

PETITIONERS:

Betenbough Homes LLC

Chris Berry, Land Planning Manager

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 24th day of Jan, 2023, before me, the undersigned Notary Public, personally appeared **Paddi Moya** who acknowledged that he is **Connections Specialist of Betenbough Homes, LLC**, and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

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

PATRICIA M. MOYA
Notary Public, State of Texas
Notary ID# 13390512-1
My Commission Expires 06-11-2026

Notary Public Signature

Signature Page for Petition

EXHIBIT A

The Land

A 34.294 ACRE TRACT OF LAND IN SECTION 39, BLOCK AK, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 228, LUBBOCK COUNTY, TEXAS

A 34.294 acre tract of land located in the Northeast Quarter (NE/4) of Section 39, Block AK, G.C. & S.F. RR. Co. Survey, Abstract No. 228, Lubbock County, Texas, being all of that certain tract of land described in a Correction Special Warranty Deed recorded in County Clerk's File Number 2014004363 of the Official Public Records of Lubbock County, Texas, said 34.294 acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap marked "Hugo Reed & Assoc's" found in the south right-of-way line of 34th Street, as described in a Right-of-Way Deed recorded in Volume 558, Page 677 of the Deed Records of Lubbock County, Texas, and in the west line of that certain tract of land described in a Warranty Deed recorded in County Clerk's File Number 2013047547 of the Official Public Records of Lubbock County, Texas, for the northeast corner of this tract, having coordinates of Northing: 7,269,158.33 and Easting: 909,971.59 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found at the northeast corner of said Section 39 bears N. 01° 51' 40" E. a distance of 40.00 feet and S. 88° 10' 50" E. a distance of 360.29 feet, said section corner having coordinates of Northing: 7,269,186.87 and Easting: 910,332.91 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 51' 40" W., along the west lines of those certain tracts of land described in Warranty Deeds recorded in Volume 3266, Page 102 and Volume 6287, Page 250 of the Real Property Records and County Clerk's File Numbers 2005041119, 2008003296, 2013047547 and 2018036068 of the Official Public Records of Lubbock County, Texas, a distance of 919.78 feet to a 5/8" iron rod found at the southwest corner of that certain tract of land described in a Warranty Deed recorded in Volume 6287, Page 250 of the Real Property Records of Lubbock County, Texas, for an ell corner of this tract;

THENCE S. 88° 10' 50" E., along the south line of said tract described in Volume 6287, Page 250, a distance of 0.40 feet to a 5/8" iron rod found at the northwest corner of that certain tract of land described in a Warranty Deed recorded in Volume 1491, Page 52 of the Deed Records of Lubbock County, Texas, for a corner of this tract this tract;

THENCE S. 01° 51' 40" W. a distance of 270.08 feet to a 1" iron pipe found at the southwest corner of that certain 1.811 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2014012466 of the Official Public Records of Lubbock County, Texas, for the southeast corner of this tract;

THENCE N. 70° 17' 50" W., along the north line of the West Texas & Lubbock Railroad, a right-of-way being 100.00 feet in width as described in a Deed recorded in County Clerk's File Number 2015029381 of the Official Public Records of Lubbock County, Texas, a distance of 1686.40 feet to a 5/8" iron rod found at the southeast corner of that certain tract of land described in a Warranty Deed recorded in County Clerk's File Number 2013044872 of the Official Public Records of Lubbock County, Texas, for the southwest corner of this tract, having coordinates of Northing: 7,268,537.79 and Easting: 908,346.08 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 55' 00" E. a distance of 672.00 feet to a 1/2" iron rod found in the south right-of-way line of said 34th street at the northeast corner of said tract described in County Clerk's File Number 2013044872 for the northwest corner of this tract;

THENCE S. 88° 10' 50" E. a distance of 1604.24 feet to the Point of Beginning. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

I, Norris Stevens, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed: June 21, 2021

Norris Stevens
Registered Professional Land Surveyor,
State of Texas, Seal No. 4339

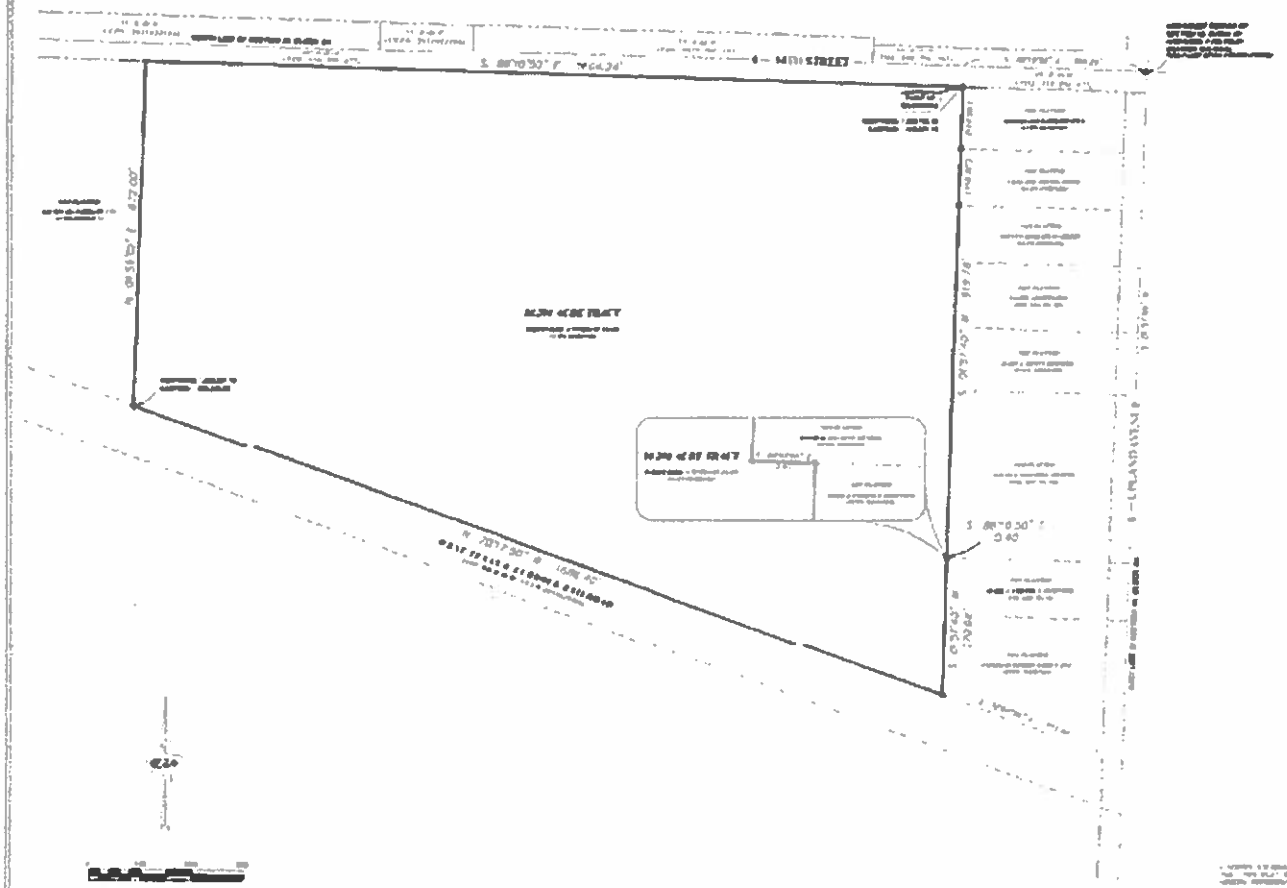
210437 Sec39 BlkAK, St. Clair

EXHIBIT B

Sketch

A BOUNDARY SURVEY OF

A 34.394 ACRE TRACT OF LAND IN SECTION 39, BLOCK AK, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 228, LUBBOCK COUNTY, TEXAS



UC 11 Service Plan

Proposed Revenue/Expense Worksheet

		Proposed												
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Totals
REVENUE	est # Homes closed		75	125										200
	Property Values*	-	13,125,000	35,262,500	35,967,750	36,687,105	37,420,847	38,169,264	38,932,649	39,711,302	40,505,528	41,315,639	42,141,952	357,097,585
	Discounted Property Values	-	11,812,500	31,736,250	32,370,975	33,018,395	33,678,762	34,352,338	35,039,384	35,740,172	36,454,976	37,184,075	37,927,757	321,387,827
	Interest	-	-	351	942	961	980	1,000	1,020	1,040	1,061	1,082	1,104	8,435
0.07	Assessment @ $0.07	-	-	8,269	22,285	22,660	23,113	23,575	24,047	24,528	25,018	25,518	26,029	198,963
0.10	Assessment @ $0.10	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	-	-	8,619	23,227	23,620	24,093	24,575	25,066	25,568	26,079	26,600	27,132	207,378
	Improvement est cost													
EXPENSE														
Park 1	$1,250,000.00													
Basic Park				$ 15,000.00	$ 15,300.00	$ 15,606.00	$ 15,918.12	$ 16,236.48	$ 16,561.21	$ 16,892.44	$ 17,230.29	$ 17,574.89	$ 17,926.39	$ 131,319.43
Electric Cost for park														
Proposed parks 1 and 2														$ -
Fences and other expense														
Proposed Parks 1 and 2														$ -
Administrative Costs														
	$500,000.00			$ 3,000.00	$ 3,060.00	$ 3,121.20	$ 3,183.62	$ 3,247.30	$ 3,312.24	$ 3,378.49	$ 3,446.06	$ 3,514.98	$ 3,585.28	$ 26,263.09
Paid by developer														
Capital Outlay (Developer)														$ -
Total		-	$ -	$ 18,000.00	$ 18,360.00	$ 18,727.20	$ 19,101.74	$ 19,483.78	$ 19,873.45	$ 20,270.92	$ 20,676.34	$ 21,089.87	$ 21,511.67	$ 157,583.31
Cash Reserves			$ -	$ 8,619.35	$ 13,416.65	$ 18,309.90	$ 23,301.02	$ 28,391.96	$ 33,584.72	$ 38,881.34	$ 44,283.88	$ 49,794.48	$ 55,415.29	$ 255,583.31

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

ASSESSMENT INFORMATION		
2019-2029		
Assessment per $100,000	$70.00	$ 70.00
2027-Future		
Assessment per $100,000	$100.00	$ 100.00

EXHIBIT A

The Land

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I, Norris Stevens, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed: June 21, 2021

Norris Stevens
Registered Professional Land Surveyor,
State of Texas, Seal No. 4339

210437 Sec39 BlkAK, St. Clair

Upland Crossing 2 Public Improvement District

Upland Crossing 2 PID

Parcels

Lot-Block Lines

0 125 250 500 Feet

City of Lubbock TEXAS

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.

1/12/2023

Upland Crossing 2
Public Improvement District

2023 SERVICE AND ASSESSMENT PLAN

FEBRUARY 16, 2023

City of Lubbock TEXAS

City of Lubbock, Texas
Finance Department
Upland Crossing 2 Public Improvement District
Service and Assessment Plan
February 16, 2023

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City of Lubbock, Texas
Finance Department
Upland Crossing 2 Public Improvement District
Service and Assessment Plan
February 16, 2023

Plan Description and Defined Terms

A. Introduction

Chapter 372 of the Texas Local Government Code, Improvement Districts in Municipalities and Counties" (as amended, the "PID Act"), governs the creation of public improvement districts within the State of Texas. The City of Lubbock created the Upland Crossing 2 Public Improvement District (the "PID") to maintain the public improvements associated with the Upland Crossing 2 planned development and for the benefit of certain property in the PID, all of which is located within the City. (Capitalized terms used herein shall have the meanings ascribed to them in Section I.B of this Service and Assessment Plan.)

This Service and Assessment Plan has been prepared pursuant to Sections 372.013, 372.014, 372.015 and 372.016 of the PID Act. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is included in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act states that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act states that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Costs of the improvements to the property in the PID is included in Sections V and VI of this Service and Assessment Plan.

Section 372.016 of the PID Act states that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as ***Exhibit C*** of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Section V of this Service and Assessment Plan.

The City Council shall make all determinations necessary herein.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments levied hereby

shall be binding upon the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns. The Assessments shall have lien priority as specified in the PID Act.

This Service and Assessment Plan provides for maintenance of improvements benefiting the entire area of the Upland Crossing 2 PID.

B. Definitions

The terms used herein shall have the following meanings.

"Annual Service Plan Amendment" has the meaning set forth in the first paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means, for any year, parcels within the PID.

"Assessment" means, with respect to each Parcel, the assessment imposed against such Parcel pursuant to the Assessment Ordinance and the provisions therein, as shown on the Assessment Roll, subject to reallocation among Parcels and reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means the Assessment Ordinance approved by the City Council approving and adopting this Service and Assessment Plan.

"Assessment Roll" means the document included in this Service and Assessment Plan as ***Exhibit C***, as updated, modified, or amended annually in accordance with the procedures set forth herein and in the PID Act.

"City" means City of Lubbock, Texas.

"City Council" means the duly elected governing body of the City.

"Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the maintenance of the public improvements, operation, and other supplemental services, as described in ***Exhibit B*** of this Service and Assessment Plan.

"Developer" means Betenbough Homes, Inc.

"Legal Description" means the metes and bounds legal description of the PID area included as ***Exhibit A*** to the Service and Assessment Plan.

"Improvement Project" means the maintenance of the public improvements that will provide a special benefit to the property in the PID and described in ***Exhibit B*** of this Service and Assessment Plan and Section 372.003 of the PID Act.

"Parcel" means a parcel identifed by either a tax map identification number assigned by the Lubbock County Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Lubbock County, Texas or identified by any other reasonable means determined by the City Council.

"PID" has the meaning set forth in the second paragraph of Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Map" means the map included as ***Exhibit A*** to the Service and Assessment Plan identifying the property included in the PID.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to Section 372.013, 372,014, 372.015, and 372.016 of the PID Act.

Section II
Property Included in the PID

The PID is located in the City of Lubbock, Texas. A map of the property included in the PID and a legal description is shown on Exhibit A to this Service and Assessment Plan.

The 34.294 acre development is expected to consist of approximately 200 residential units, drainage basin and associated rights of way, landscaping, and infrastructure.

An explanation of the method of assessing property is included in Section V.

Section III
Description of the Improvement Project

The general nature of the proposed public improvements is: (i) acquisition, contruction, or drainage facilities or improvements, (ii) the design, construction, and maintenance of Parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green

spaces; landscaping, hardscape and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District..

The public improvements will be constructed by the Developer with no reimbursement from the PID. After analyzing the maintenance, operation, and other supplemental services related to the Public Improvements, the City has determined that the maintenance of the public improvements authorized by the PID Act, shown in Exhibit B, should be performed by the City and has further determined that these maintenance activities will be of special benefit to all the Assessed Property within the PID.

A. Maintenance of Public Improvements

The cost of the maintenance, operation and other supplemental services to be funded through assessments on Assessed Property is estimated at $15,000 in the first year and increases to $31,524 in the 5th year, with 2 percent annual growth thereafter. The budget for the maintenance, operation, and other supplemental services will be determined annually by the City and will be included in a Service Plan Amendment along with amendments to the Assessment Roll reflecting assessments (the "Maintenance Assessment") based on such budget for maintenance, operation and necessary supplemental services.

Section IV
Service Plan/Sources and Uses of Funds

Section 372.013 of the PID Act requires this Service and Assessment Plan to "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The Developer plans to make improvements at a cost of $250,000. The PID will not reimburse the Developer for those improvements. The PID will maintain the public improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for maintenance." Such annual update to this Service and Assessment Plan is herein referred to as the "Annual Service Plan Amendment." The Upland Crossing 2 PID will have no indebtedness and the PID assessments will fund the maintenance of the public improvements, operation, and other supplemental services. The table below shows estimated sources and uses of funds including the projected cost of maintaining the public improvements.

	Proposed Budget	Projected				
Tax Year	**2023**	**2024**	**2025**	**2026**	**2027**	**Totals**
Property Values (Taxable) *	2,911,768	16,095,003	38,291,903	39,057,741	39,838,896	39,838,896
Discounted Property Values	2,620,591	14,485,503	34,462,713	35,151,967	35,855,007	35,855,007
Fiscal Year Revenues	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**Totals***
Interest Earnings	$ -	-	-	24	193	$ 217
Assessment @ $0.12	3,145	17,383	41,355	42,182	43,026	147,091
Total	**$ 3,145**	**17,383**	**41,355**	**42,206**	**43,219**	**$ 147,308**
Expenses						
Basin Park Maintenance	$ -		15,000	15,300	15,606	$ 45,906
Annual Operating Cost	6,000	6,000	6,120	6,242	6,367	30,730
Administrative Costs	9,000	9,000	9,180	9,364	9,551	46,094
Total	**$ 15,000**	**15,000**	**30,300**	**30,906**	**31,524**	**$ 122,730**
Cash Reserve	$ (11,855)	(9,473)	1,583	12,883	13,278	$ 13,278
Assessment Information for $100,000 Home	$120					

The sources and uses of funds table is subject to revision each year.

Section V
Assessment Plan

The PID was created and the assessment is being levied pursuant to Section 372.015 of the PID Act, "Determination of Assessment."

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

Section VI
Terms of the Assessments

The annual assessment for each parcel within the PID shall be shown on the assessment roll. The amount of the assessment could change each year when the Service and Assessment Plan are adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative costs.

List of Exhibits

Exhibit A PID Legal Description and Map

Exhibit B Service Plan – 5 Year Plan

Exhibit C Assessment Roll

Exhibit A

Upland Crossing 2 Public Improvement District

Upland Crossing 2 PID

Parcels

Lot-Block Lines

0 125 250 500 Feet

City of Lubbock TEXAS

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.

1/12/2023

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The Land

A 34.294 ACRE TRACT OF LAND IN SECTION 39, BLOCK AK, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 228, LUBBOCK COUNTY, TEXAS

A 34.294 acre tract of land located in the Northeast Quarter (NE/4) of Section 39, Block AK, G.C. & S.F. RR. Co. Survey, Abstract No. 228, Lubbock County, Texas, being all of that certain tract of land described in a Correction Special Warranty Deed recorded in County Clerk's File Number 2014004363 of the Official Public Records of Lubbock County, Texas, said 34.294 acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap marked "Hugo Reed & Assoc's" found in the south right-of-way line of 34th Street, as described in a Right-of-Way Deed recorded in Volume 558, Page 677 of the Deed Records of Lubbock County, Texas, and in the west line of that certain tract of land described in a Warranty Deed recorded in County Clerk's File Number 2013047547 of the Official Public Records of Lubbock County, Texas, for the northeast corner of this tract, having coordinates of Northing: 7,269,158.33 and Easting: 909,971.59 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found at the northeast corner of said Section 39 bears N. 01° 51' 40" E. a distance of 40.00 feet and S. 88° 10' 50" E. a distance of 360.29 feet, said section corner having coordinates of Northing: 7,269,186.87 and Easting: 910,332.91 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 51' 40" W., along the west lines of those certain tracts of land described in Warranty Deeds recorded in Volume 3266, Page 102 and Volume 6287, Page 250 of the Real Property Records and County Clerk's File Numbers 2005041119, 2008003296, 2013047547 and 2018036068 of the Official Public Records of Lubbock County, Texas, a distance of 919.78 feet to a 5/8" iron rod found at the southwest corner of that certain tract of land described in a Warranty Deed recorded in Volume 6287, Page 250 of the Real Property Records of Lubbock County, Texas, for an ell corner of this tract;

THENCE S. 88° 10' 50" E., along the south line of said tract described in Volume 6287, Page 250, a distance of 0.40 feet to a 5/8" iron rod found at the northwest corner of that certain tract of land described in a Warranty Deed recorded in Volume 1491, Page 52 of the Deed Records of Lubbock County, Texas, for a corner of this tract this tract;

THENCE S. 01° 51' 40" W. a distance of 270.08 feet to a 1" iron pipe found at the southwest corner of that certain 1.811 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2014012466 of the Official Public Records of Lubbock County, Texas, for the southeast corner of this tract;

THENCE N. 70° 17' 50" W., along the north line of the West Texas & Lubbock Railroad, a right-of-way being 100.00 feet in width as described in a Deed recorded in County Clerk's File Number 2015029381 of the Official Public Records of Lubbock County, Texas, a distance of 1686.40 feet to a 5/8" iron rod found at the southeast corner of that certain tract of land described in a Warranty Deed recorded in County Clerk's File Number 2013044872 of the Official Public Records of Lubbock County, Texas, for the southwest corner of this tract, having coordinates of Northing: 7,268,537.79 and Easting: 908,346.08 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 55' 00" E. a distance of 672.00 feet to a 1/2" iron rod found in the south right-of-way line of said 34th street at the northeast corner of said tract described in County Clerk's File Number 2013044872 for the northwest corner of this tract;

THENCE S. 88° 10' 50" E. a distance of 1604.24 feet to the Point of Beginning. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

I, Norris Stevens, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed: June 21, 2021

Norris Stevens
Registered Professional Land Surveyor,
State of Texas, Seal No. 4339

210437 Sec39 BlkAK, St. Clair

Exhibit B
City of Lubbock, TX
Finance Department
Upland Crossing 2 Public Improvement District
2023 Preliminary Service Plan
February 6, 2023

Service Plan

	Proposed Budget	Projected				
Tax Year	**2023**	**2024**	**2025**	**2026**	**2027**	**Totals**
Property Values (Taxable) *	2,911,768	16,095,003	38,291,903	39,057,741	39,838,896	39,838,896
Discounted Property Values	2,620,591	14,485,503	34,462,713	35,151,967	35,855,007	35,855,007
Fiscal Year Revenues	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**Totals***
Interest Earnings	$ -	-	-	24	193	$ 217
Assessment @ $0.12	3,145	17,383	41,355	42,182	43,026	147,091
Total	**$ 3,145**	**17,383**	**41,355**	**42,206**	**43,219**	**$ 147,308**
Expenses						
Basin Park Maintenance	$ -		15,000	15,300	15,606	$ 45,906
Annual Operating Cost	6,000	6,000	6,120	6,242	6,367	30,730
Administrative Costs	9,000	9,000	9,180	9,364	9,551	46,094
Total	**$ 15,000**	**15,000**	**30,300**	**30,906**	**31,524**	**$ 122,730**
Cash Reserve	**$ (11,855)**	**(9,473)**	**1,583**	**12,883**	**13,278**	**$ 13,278**

Assessment Information for $100,000 Home $120

Attachment 1

2023 Service and Assessment Plan Required Attachment

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

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

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

CONCERNING THE FOLLOWING PROPERTY

(insert property address)

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS

Signature of Purchaser

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

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS

CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

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

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

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

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

Date: _____ _____

Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

(3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;

(4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;

(5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(6) from one co-owner to another co-owner of an undivided interest in the real property;

(7) to a spouse or a person in the lineal line of consanguinity of the seller;

(8) to or from a governmental entity; or

(9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice.

Added by Acts 2005, 79th Leg., Ch. 1085 (H.B. 1919), Sec. 1, eff. January 1, 2006.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 20.002, eff. September 1, 2009.

Acts 2021, 87th Leg., R.S., Ch. 253 (H.B. 1543), Sec. 3, eff. September 1, 2021.

Exhibit C
City of Lubbock, TX
Finance Department
Upland Crossing 2 Public Improvement District
2023 Assessment Roll
(Provided by LCAD on 2-8-23)

Property ID	Owner Name	Mailing Address	Property Address	LegalDescription	2023 Market Value	2023 Estimated Taxable Value	2023 Estimated Assessment
R102962	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	LUBBOCK 79407	BLK AK SEC 39 AB 228 TR A14 ACS: 11.023	55,115	55,115	$ 66.14
R126622	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	79407	BLK AK SEC 39 AB 228 TR A14A AC: 7.867	8,103	8,103	9.72
R346226	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3406 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 933	35,000	35,000	42.00
R346227	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3408 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 934	35,000	35,000	42.00
R346217	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3413 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 924	35,000	35,000	42.00
R346236	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3503 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 943	35,000	35,000	42.00
R346251	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7410 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 958	35,000	35,000	42.00
R346240	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3506 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 947	35,000	35,000	42.00
R346247	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3503 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 954	35,000	35,000	42.00
R346249	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3403 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 956	35,000	35,000	42.00
R346283	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7428 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 990	35,000	35,000	42.00
R346224	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3402 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 931	35,000	35,000	42.00
R346233	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3509 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 940	35,000	35,000	42.00
R346258	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7424 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 965	35,000	35,000	42.00
R346263	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7431 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 970	35,000	35,000	42.00
R346288	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7429 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 995	35,000	35,000	42.00

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R346297	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7411 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1004	35,000	35,000	42.00
R346244	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3514 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 951	35,000	35,000	42.00
R346245	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3507 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 952	35,000	35,000	42.00
R346259	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7418 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 966	35,000	35,000	42.00
R346294	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7417 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1001	35,000	35,000	42.00
R346295	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7415 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1002	35,000	35,000	42.00
R346220	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3407 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 927	35,000	35,000	42.00
R346237	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3501 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 944	35,000	35,000	42.00
R346254	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7416 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 961	35,000	35,000	42.00
R346267	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7423 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 974	35,000	35,000	42.00
R346271	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7415 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 978	35,000	35,000	42.00
R346284	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7430 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 991	35,000	35,000	42.00
R346222	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3403 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 929	35,000	35,000	42.00
R346231	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3513 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 938	35,000	35,000	42.00
R346256	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7420 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 963	35,000	35,000	42.00
R346265	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7427 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 972	35,000	35,000	42.00

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R346290	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7425 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 997	35,000	35,000	42.00
R346238	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3502 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 945	35,000	35,000	42.00
R346272	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7413 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 979	35,000	35,000	42.00
R346274	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7410 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 981	35,000	35,000	42.00
R346281	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7424 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 988	35,000	35,000	42.00
R346243	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3512 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 950	35,000	35,000	42.00
R346260	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7428 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 967	35,000	35,000	42.00
R346261	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7432 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 968	35,000	35,000	42.00
R346278	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7418 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 985	35,000	35,000	42.00
R346223	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3401 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 930	35,000	35,000	42.00
R346230	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3414 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 937	35,000	35,000	42.00
R346266	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7425 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 973	35,000	35,000	42.00
R346273	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7411 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 980	35,000	35,000	42.00
R346280	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7422 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 987	35,000	35,000	42.00
R346219	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3409 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 926	35,000	35,000	42.00
R346234	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3507 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 941	35,000	35,000	42.00

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R346268	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7421 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 975	35,000	35,000	42.00
R346270	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7417 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 977	35,000	35,000	42.00
R346285	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7432 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 992	35,000	35,000	42.00
R346218	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3411 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 925	35,000	35,000	42.00
R346235	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3505 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 942	35,000	35,000	42.00
R346252	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7412 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 959	35,000	35,000	42.00
R346269	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7419 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 976	35,000	35,000	42.00
R346286	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7433 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 993	35,000	35,000	42.00
R346241	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3508 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 948	35,000	35,000	42.00
R346248	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3501 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 955	35,000	35,000	42.00
R346255	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7418 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 962	35,000	35,000	42.00
R346291	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7423 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 998	35,000	35,000	42.00
R346298	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7301 34TH ST, LUBBOCK, TX 79407	UPLAND CROSSING TR N	13,550	13,550	16.26
R346239	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3504 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 946	35,000	35,000	42.00
R346257	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7422 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 964	35,000	35,000	42.00
R346264	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7429 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 971	35,000	35,000	42.00

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Property ID	Owner Name	Mailing Address	Property Address	LegalDescription	2023 Market Value	2023 Estimated Taxable Value	2023 Estimated Assessment
R346282	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7426 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 989	35,000	35,000	42.00
R346228	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3410 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 935	35,000	35,000	42.00
R346229	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3412 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 936	35,000	35,000	42.00
R346242	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3510 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 949	35,000	35,000	42.00
R346279	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7420 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 986	35,000	35,000	42.00
R346292	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7421 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 999	35,000	35,000	42.00
R346293	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7419 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1000	35,000	35,000	42.00
R346296	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7413 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1003	35,000	35,000	42.00
R346262	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7433 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 969	35,000	35,000	42.00
R346276	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7414 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 983	35,000	35,000	42.00
R346277	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7416 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 984	35,000	35,000	42.00
R346221	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3405 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 928	35,000	35,000	42.00
R346225	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3404 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 932	35,000	35,000	42.00
R346232	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3511 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 939	35,000	35,000	42.00
R346246	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3505 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 953	35,000	35,000	42.00
R346250	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3401 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 957	35,000	35,000	42.00

Exhibit C
City of Lubbock, TX
Finance Department
Upland Crossing 2 Public Improvement District
2023 Assessment Roll
(Provided by LCAD on 2-8-23)

Property ID	Owner Name	Mailing Address	Property Address	LegalDescription	2023 Market Value	2023 Estimated Taxable Value	2023 Estimated Assessment
R346275	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7412 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 982	35,000	35,000	42.00
R346289	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7427 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 996	35,000	35,000	42.00
R346253	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7414 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 960	35,000	35,000	42.00
R346287	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7431 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 994	35,000	35,000	42.00
					2,911,768	**2,911,768**	**$ 3,494**

Exhibit B

Upland Crossing 2
Public Improvement District

2024 AMENDED SERVICE AND ASSESSMENT PLAN

AUGUST 27, 2024

City of Lubbock TEXAS

City of Lubbock, Texas
Finance Department
Upland Crossing 2 Public Improvement District
Amended Service and Assessment Plan
August 27, 2024

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Plan Description and Defined Terms

A. Introduction

Chapter 372 of the Texas Local Government Code, Improvement Districts in Municipalities and Counties" (as amended, the "PID Act"), governs the creation of public improvement districts within the State of Texas. The City of Lubbock created the Upland Crossing 2 Public Improvement District (the "PID") to maintain the public improvements associated with the Upland Crossing 2 planned development and for the benefit of certain property in the PID, all of which is located within the City. (Capitalized terms used herein shall have the meanings ascribed to them in Section I.B of this Amended Service and Assessment Plan.)

This Amended Service and Assessment Plan has been prepared pursuant to Sections 372.013, 372.014, 372.015 and 372.016 of the PID Act. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is included in Section IV of this Amended Service and Assessment Plan.

Section 372.014 of the PID Act states that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Amended Service and Assessment Plan.

Section 372.015 of the PID Act states that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Costs of the improvements to the property in the PID is included in Sections V and VI of this Amended Service and Assessment Plan.

Section 372.016 of the PID Act states that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as ***Exhibit B-2*** of this Amended Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Section V of this Amended Service and Assessment Plan.

The City Council shall make all determinations necessary herein.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the

Assessments, to constitute a covenant running with the land. The Assessments levied hereby shall be binding upon the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns. The Assessments shall have lien priority as specified in the PID Act.

This Amended Service and Assessment Plan provides for maintenance of improvements benefiting the entire area of the Upland Crossing 2 PID.

B. Definitions

The terms used herein shall have the following meanings.

"Annual Service Plan Amendment" has the meaning set forth in the first paragraph of Section IV of this Amended Service and Assessment Plan.

"Assessed Property" means, for any year, parcels within the PID.

"Assessment" means, with respect to each Parcel, the assessment imposed against such Parcel pursuant to the Assessment Ordinance and the provisions therein, as shown on the Assessment Roll, subject to reallocation among Parcels and reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means the Assessment Ordinance approved by the City Council approving and adopting this Amended Service and Assessment Plan.

"Assessment Roll" means the document included in this Amended Service and Assessment Plan as ***Exhibit B-2***, as updated, modified, or amended annually in accordance with the procedures set forth herein and in the PID Act.

"City" means City of Lubbock, Texas.

"City Council" means the duly elected governing body of the City.

"Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the maintenance of the public improvements, operation, and other supplemental services, as described in ***Section IV*** of this Amended Service and Assessment Plan.

"Developer" means Betenbough Homes, Inc.

"Legal Description" means the metes and bounds legal description of the PID area included as ***Exhibit B-1*** to the Amended Service and Assessment Plan.

"Improvement Project" means the maintenance of the public improvements that will provide a special benefit to the property in the PID and described in ***Section IV*** of this Amended Service and Assessment Plan and Section 372.003 of the PID Act.

"Parcel" means a parcel identified by either a tax map identification number assigned by the Lubbock County Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Lubbock County, Texas or identified by any other reasonable means determined by the City Council.

"PID" has the meaning set forth in the second paragraph of Section I.A of this Amended Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Map" means the map included as ***Exhibit B-1*** to the Service and Assessment Plan identifying the property included in the PID.

"Service and Assessment Plan" means this Amended Service and Assessment Plan prepared for the PID pursuant to Section 372.013, 372,014, 372.015, and 372.016 of the PID Act.

Section II
Property Included in the PID

The PID is located in the City of Lubbock, Texas. A map of the property included in the PID and a legal description is shown on Exhibit A to this Amended Service and Assessment Plan.

The 34.294-acre development is expected to consist of approximately 200 residential units, drainage basin and associated rights of way, landscaping, and infrastructure.

An explanation of the method of assessing property is included in Section V.

Section III
Description of the Improvement Project

The general nature of the proposed public improvements is: (i) acquisition, construction, or drainage facilities or improvements, (ii) the design, construction, and maintenance of Parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green

spaces; landscaping, hardscape and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District.

The public improvements will be constructed by the Developer with no reimbursement from the PID. After analyzing the maintenance, operation, and other supplemental services related to the Public Improvements, the City has determined that the maintenance of the public improvements authorized by the PID Act, shown in Exhibit B, should be performed by the City and has further determined that these maintenance activities will be of special benefit to all the Assessed Property within the PID.

A. Maintenance of Public Improvements

The cost of the maintenance, operation and other supplemental services to be funded through assessments on Assessed Property is estimated at $15,000 in FY 2023-24 and increases to $31,524 in FY 2028-29, with 2 percent annual growth thereafter. The budget for the maintenance, operation, and other supplemental services will be determined annually by the City and will be included in a Service Plan Amendment along with amendments to the Assessment Roll reflecting assessments (the "Maintenance Assessment") based on such budget for maintenance, operation and necessary supplemental services.

Section IV
Service Plan/Sources and Uses of Funds

Section 372.013 of the PID Act requires this Amended Service and Assessment Plan to "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The Developer plans to make improvements at a cost of $250,000. The PID will not reimburse the Developer for those improvements. The PID will maintain the public improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for maintenance." Such annual update to this Amended Service and Assessment Plan is herein referred to as the "Annual Service Plan Amendment." The Upland Crossing 2 PID will have no indebtedness and the PID assessments will fund the maintenance of the public improvements, operation, and other supplemental services. The table below shows estimated sources and uses of funds including the projected cost of maintaining the public improvements.

City of Lubbock, Texas
Finance Department
Upland Crossing 2 Public Improvement District
Amended Service and Assessment Plan
August 27, 2024

Service Plan

	Adopted Budget	Proposed Budget	Projected				
Tax Year	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**Totals**
Property Values (Taxable) *	2,911,768	36,093,649	36,815,522	37,551,832	38,302,869	39,068,926	39,068,926
Discounted Property Values	2,620,591	32,484,284	33,133,970	33,796,649	34,472,582	35,162,034	35,162,034
Fiscal Year Revenues	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**Totals***
Interest Earnings	$ -	-	569	1,455	1,865	2,296	$ 6,185
Assessment @ $0.12	3,145	38,981	39,761	40,556	41,367	42,194	206,004
Total	**$ 3,145**	**38,981**	**40,329**	**42,011**	**43,232**	**44,491**	**$ 212,190**
Expenses							
Basin Park Maintenance	$ -	-	-	15,000	15,300	15,606	$ 45,906
Annual Operating Cost	6,000	4,331	6,000	6,120	6,242	6,367	35,061
Administrative Costs	9,000	6,550	9,000	9,180	9,364	9,551	52,644
Total	$ 15,000	10,881	15,000	30,300	30,906	31,524	$ 133,611
Cash Reserve	$ (11,855)	16,245	41,574	53,286	65,612	78,578	$ 78,578
Assessment Information for $100,000 Home		$120					

The sources and uses of funds table is subject to revision each year.

Section V
Assessment Plan

The PID was created and the assessment is being levied pursuant to Section 372.015 of the PID Act, "Determination of Assessment."

A. Allocation of assessment
- Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- Assessment will be $0.12 per $100 valuation
- All property will be assessed based on the final 2024 "net taxable value".

Section VI
Terms of the Assessments

The annual assessment for each parcel within the PID shall be shown on the assessment roll. The amount of the assessment could change each year when the Service and Assessment Plan are adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative costs.

City of Lubbock, Texas
Finance Department
Upland Crossing 2 Public Improvement District
Amended Service and Assessment Plan
August 27, 2024

List of Exhibits

Exhibit B-1 PID Legal Description and Map

Exhibit B-2 Assessment Roll

Exhibit B-3 PID Assessment Notice

Exhibit B-1

Upland Crossing 2 Public Improvement District

Upland Crossing 2 PID

Parcels

Lot-Block Lines

0 125 250 500 Feet

City of Lubbock TEXAS

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.

1/12/2023

EXHIBIT A

The Land

A 34.294 ACRE TRACT OF LAND IN SECTION 39, BLOCK AK, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 228, LUBBOCK COUNTY, TEXAS

A 34.294 acre tract of land located in the Northeast Quarter (NE/4) of Section 39, Block AK, G.C. & S.F. RR. Co. Survey, Abstract No. 228, Lubbock County, Texas, being all of that certain tract of land described in a Correction Special Warranty Deed recorded in County Clerk's File Number 2014004363 of the Official Public Records of Lubbock County, Texas, said 34.294 acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap marked "Hugo Reed & Assoc's" found in the south right-of-way line of 34th Street, as described in a Right-of-Way Deed recorded in Volume 558, Page 677 of the Deed Records of Lubbock County, Texas, and in the west line of that certain tract of land described in a Warranty Deed recorded in County Clerk's File Number 2013047547 of the Official Public Records of Lubbock County, Texas, for the northeast corner of this tract, having coordinates of Northing: 7,269,158.33 and Easting: 909,971.59 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found at the northeast corner of said Section 39 bears N. 01° 51' 40" E. a distance of 40.00 feet and S. 88° 10' 50" E. a distance of 360.29 feet, said section corner having coordinates of Northing: 7,269,186.87 and Easting: 910,332.91 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 51' 40" W., along the west lines of those certain tracts of land described in Warranty Deeds recorded in Volume 3266, Page 102 and Volume 6287, Page 250 of the Real Property Records and County Clerk's File Numbers 2005041119, 2008003296, 2013047547 and 2018036068 of the Official Public Records of Lubbock County, Texas, a distance of 919.78 feet to a 5/8" iron rod found at the southwest corner of that certain tract of land described in a Warranty Deed recorded in Volume 6287, Page 250 of the Real Property Records of Lubbock County, Texas, for an ell corner of this tract;

THENCE S. 88° 10' 50" E., along the south line of said tract described in Volume 6287, Page 250, a distance of 0.40 feet to a 5/8" iron rod found at the northwest corner of that certain tract of land described in a Warranty Deed recorded in Volume 1491, Page 52 of the Deed Records of Lubbock County, Texas, for a corner of this tract this tract;

THENCE S. 01° 51' 40" W. a distance of 270.08 feet to a 1" iron pipe found at the southwest corner of that certain 1.811 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2014012466 of the Official Public Records of Lubbock County, Texas, for the southeast corner of this tract;

THENCE N. 70° 17' 50" W., along the north line of the West Texas & Lubbock Railroad, a right-of-way being 100.00 feet in width as described in a Deed recorded in County Clerk's File Number 2015029381 of the Official Public Records of Lubbock County, Texas, a distance of 1686.40 feet to a 5/8" iron rod found at the southeast corner of that certain tract of land described in a Warranty Deed recorded in County Clerk's File Number 2013044872 of the Official Public Records of Lubbock County, Texas, for the southwest corner of this tract, having coordinates of Northing: 7,268,537.79 and Easting: 908,346.08 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 55' 00" E. a distance of 672.00 feet to a 1/2" iron rod found in the south right-of-way line of said 34th street at the northeast corner of said tract described in County Clerk's File Number 2013044872 for the northwest corner of this tract;

THENCE S. 88° 10' 50" E. a distance of 1604.24 feet to the Point of Beginning. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

I, Norris Stevens, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed: June 21, 2021

Norris Stevens
Registered Professional Land Surveyor,
State of Texas, Seal No. 4339

210437 Sec39 BlkAK, St. Clair

Exhibit B-2
City of Lubbock, TX
Finance Department
Upland Crossing 2 Public Improvement District
2024 Assessment Roll

Property ID	Owner Name	Owner Address	Property Address	Property Legal Description	Prel. Taxable Value	Estimated 2024 Assessment
R346217	WOODLEY CAYSON & DURAN TRENT	3413 URBANA PL LUBBOCK, TX 79407	3413 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 924	207,694	$ 249.23
R346218	WITHERSPOON, LEWIS VAN, Sr	3411 URBANA PL LUBBOCK, TX 79407	3411 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 925	201,129	241.35
R346219	HOLLAND JOHN & CARLA	3409 URBANA PL LUBBOCK, TX 79407	3409 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 926	214,005	256.81
R346220	GR TRINITY HOMES LLC	6311 E BALSAM FIR CIR SPRING, TX 77386	3407 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 927	204,196	245.04
R346221	BELL, JOEL	3405 URBANA PL LUBBOCK, TX 79407	3405 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 928	207,694	249.23
R346222	CHESKO, MATTHEW THOMAS	3403 URBANA PL LUBBOCK, TX 79407	3403 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 929	-	-
R346223	REBLORA MARIE V & ERWIN	3401 URBANA PL LUBBOCK, TX 79407	3401 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 930	212,386	254.86
R346224	WELRIDGE PROPERTIES LLC	1416 RIVERSIDE RD ROANAKE, TX 75262	3402 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 931	245,414	294.50
R346225	MONTGOMERY, GINA J	6427 JOSIE ST ATWATER, CA 95301	3404 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 932	204,196	245.04
R346226	THOMPSON TEAGAN & GILES LOGAN	3406 URBANA PL LUBBOCK, TX 79407	3406 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 933	245,414	294.50
R346227	OVIEDO, MARIA	3408 URBANA PL LUBBOCK, TX 79407	3408 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 934	207,694	249.23
R346228	TRAN, LAM	11110 EVERETT AVE LUBBOCK, TX 79424	3410 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 935	207,694	249.23
R346229	BRYSON GARRETT & KATELIN	3412 URBANA PL LUBBOCK, TX 79407	3412 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 936	207,694	249.23
R346230	SAUCE NATHANAEL & HEATHER	3414 URBANA PL LUBBOCK, TX 79407	3414 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 937	245,414	294.50
R346231	HERNANDEZ, ADRIANA	3513 VALENCIA AVE LUBBOCK, TX 79407	3513 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 938	212,386	254.86
R346232	MURRAY ROBRET & SUZANNE	3511 VALENCIA AVE LUBBOCK, TX 79407	3511 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 939	212,284	254.74
R346233	KILLOUGH ROBERT A & JENNIFER	3509 VALENCIA AVE LUBBOCK, TX 79407	3509 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 940	221,505	265.81
R346234	ABALOYAN, CRISTINA	3507 VALENCIA AVE LUBBOCK, TX 79407	3507 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 941	204,196	245.04
R346235	HUDSON TROY & MELISSA & KARA L	3505 VALENCIA AVE LUBBOCK, TX 79407	3505 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 942	212,386	254.86
R346236	KELLER NATHAN & JOSEPH & JO	3503 VALENCIA AVE LUBBOCK, TX 79407	3503 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 943	204,196	245.04
R346237	RESENDEZ, DEBORAH LYNN	3501 VALENCIA AVE LUBBOCK, TX 79407	3501 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 944	221,505	265.81
R346238	GASKINS AARON & FINCHER LYNDSEY	3502 VALENCIA AVE LUBBOCK, TX 79407	3502 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 945	204,196	245.04
R346239	PHILLIPS BRIAN L & DANA S	3504 VALENCIA AVE LUBBOCK, TX 79407	3504 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 946	212,284	254.74
R346240	RODRIGUEZ RUTH G & RICHARD & JACOB R	3506 VALENCIA AVE LUBBOCK, TX 79407	3506 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 947	221,505	265.81
R346241	CHINN ALAN & ESTHER	3727 34TH AVE SW SEATTLE, WA 98126	3508 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 948	204,196	245.04
R346242	REDMAN JUSTIN & SHEILA & WILLIAM	3510 VALENCIA AVE LUBBOCK, TX 79424	3510 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 949	212,386	254.86
R346243	BYRD KARI & KEITH	3512 VALENCIA AVE LUBBOCK, TX 79407	3512 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 950	204,196	245.04
R346244	LI HAN & YUAN NING	6712 93RD ST LUBBOCK, TX 79424	3514 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 951	245,414	294.50

Exhibit B-2
City of Lubbock, TX
Finance Department
Upland Crossing 2 Public Improvement District
2024 Assessment Roll

Property ID	Owner Name	Owner Address	Property Address	Property Legal Description	Prel. Taxable Value	Estimated 2024 Assessment
R346245	CANTU, SAMANTHA	3507 VENITA AVE LUBBOCK, TX 79407	3507 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 952	145,617	174.74
R346246	HOLT, DEANNETTIA	3505 VENITA AVE LUBBOCK, TX 79407	3505 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 953	145,617	174.74
R346247	KALINA GAYLE & CECIL & ALEXANDRIA A	3503 VENITA AVE LUBBOCK, TX 79407	3503 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 954	165,659	198.79
R346248	CABELLO NOMAR & BABELLO CHAUNTEL	3501 VENITA AVE LUBBOCK, TX 79407	3501 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 955	155,148	186.18
R346249	REINOSO WEBB, CYNTHIA	34036 VENITA AVE LUBBOCK, TX 79407	3403 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 956	155,148	186.18
R346250	DUDLEY, OSCAR	3401 VENITA AVE LUBBOCK, TX 79407	3401 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 957	145,617	174.74
R346251	ZAMORA, RAYMOND	7410 35TH ST LUBBOCK, TX 79407	7410 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 958	155,148	186.18
R346252	EDWARDS, LEE ANN	7412 35TH ST LUBBOCK, TX 79407	7412 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 959	128,917	154.70
R346253	PENDERGRASS, CHAD RYAN	7414 35TH ST LUBBOCK, TX 79424	7414 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 960	155,148	186.18
R346254	STUBBLEFIELD, TORREY	7416 35TH ST LUBBOCK, TX 79407	7416 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 961	145,617	174.74
R346255	REVELES EMILY & LUIS	7418 35TH ST LUBBOCK, TX 79407-1897	7418 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 962	145,617	174.74
R346256	DESCHAMPS JASMINE & GWENDOLYN & TRELVIS	7420 35TH ST LUBBOCK, TX 79407	7420 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 963	165,659	198.79
R346257	ALVIDREZ, ALBERTO	7422 35TH ST LUBBOCK, TX 79407	7422 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 964	155,148	186.18
R346258	BROOKES ANTOINE & VARGAS LIZBETH	7424 35TH ST LUBBOCK, TX 79407	7424 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 965	145,617	174.74
R346259	WHEELER, COLTON	7426 35TH ST LUBBOCK, TX 79407	7426 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 966	145,617	174.74
R346260	ONG JOHN R & MARY A	7428 35TH ST LUBBOCK, TX 79407	7428 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 967	155,148	186.18
R346261	MURRAY DANNY & ANA R	7432 35TH ST LUBBOCK, TX 79407	7432 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 968	170,659	204.79
R346262	BASS, JANNA	7433 35TH ST LUBBOCK, TX 79407	7433 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 969	150,617	180.74
R346263	WELCH, LAWRENCE	7431 35TH ST LUBBOCK, TX 79407	7431 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 970	138,448	166.14
R346264	KNIGHT, BRENDA	7429 35TH ST LUBBOCK, TX 79407	7429 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 971	145,617	174.74
R346265	NAGAR EUGENE & BONIFACIO LEILA	3081 JAFFREY ST ROSEVILLE, CA 95747	7427 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 972	155,148	186.18
R346266	TYLER, BOBBIE	7425 35TH ST LUBBOCK, TX 79407	7425 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 973	128,917	154.70
R346267	FRANKLIN STACY S & AMANDA J	7423 35TH ST LUBBOCK, TX 79407	7423 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 974	145,617	174.74
R346268	ECCLES, ALLISON	7421 35TH ST LUBBOCK, TX 79407	7421 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 975	164,279	197.13
R346269	WORD KEVIN & GONI MD A	7419 35TH ST LUBBOCK, TX 79407	7419 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 976	145,617	174.74
R346270	GODINEZ LICONA IVAN & GODINEZ STEPHANIE	7417 35TH ST LUBBOCK, TX 79407	7417 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 977	145,617	174.74
R346271	JABOR JOHN & MILED	7415 35TH ST LUBBOCK, TX 79407	7415 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 978	155,148	186.18
R346272	FRANKLIN, BO	7413 35TH ST LUBBOCK, TX 79407	7413 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 979	165,659	198.79

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R346273	TURNER, JONATHON	7411 35TH ST LUBBOCK, TX 79407	7411 35TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 980	145,617	174.74
R346274	BRANSON LEAH & EDWARD & ABBOTT WENDY	7410 36TH ST LUBBOCK, TX 79407	7410 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 981	165,659	198.79
R346275	HOLDER VICKY L & EST OF WILLIAM	7412 36TH ST LUBBOCK, TX 79407	7412 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 982	128,917	154.70
R346276	AULDS BUSH, BROOKE	7414 36TH ST LUBBOCK, TX 79407	7414 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 983	145,617	174.74
R346277	PEPITO LOREEN L &	JIMSON JESSE CORINALES PEPITO 7416 36TH ST LUBBOCK, TX 79407	7416 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 984	165,659	198.79
R346278	SUTTON, KATHERINE	7418 36TH ST LUBBOCK, TX 79407	7418 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 985	147,025	176.43
R346279	WEST JADIE & JEREMY	7420 36TH ST LUBBOCK, TX 79407	7420 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 986	155,650	186.78
R346280	CEDILLO, GUILLERMO	7422 36TH ST LUBBOCK, TX 79407	7422 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 987	165,659	198.79
R346281	MARTIN, MADISON	7424 36TH ST LUBBOCK, TX 79407	7424 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 988	147,025	176.43
R346282	STEVENS, DAVID BRANDT	7426 36TH ST LUBBOCK, TX 79407	7426 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 989	147,025	176.43
R346283	DEAN ALEXIS & JESSICA & HEATH	7428 36TH ST LUBBOCK, TX 79407	7428 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 990	155,650	186.78
R346284	COLE SAUNDRA K & RONALD R	7430 36TH ST LUBBOCK, TX 79407	7430 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 991	150,008	180.01
R346285	ODER, BAYLEE PAUL	7432 36TH ST LUBBOCK, TX 79407	7432 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 992	152,025	182.43
R346286	BOKEN, VIRGINIA	7433 36TH ST LUBBOCK, TX 79407	7433 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 993	144,391	173.27
R346287	MARTINEZ JOSHUA & HEAVEN	7431 36TH ST LUBBOCK, TX 79407	7431 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 994	155,650	186.78
R346288	HUFFAKER, JOURDAN	7429 36TH ST LUBBOCK, TX 79407	7429 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 995	166,708	200.05
R346289	LARSON KYLE & HERNANDEZ ELIZABETH	7427 36TH ST LUBBOCK, TX 79407	7427 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 996	166,708	200.05
R346290	RIVAS, BLANCA	7425 36TH ST LUBBOCK, TX 79407	7425 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 997	166,708	200.05
R346291	WASSOM, KAITLYN	7423 36TH ST LUBBOCK, TX 79407	7423 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 998	147,025	176.43
R346292	GUERRERO, EMILIO	7421 36TH ST LUBBOCK, TX 79407	7421 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 999	166,708	200.05
R346293	SANTIZO JESSICA & ANDES AUSTIN	7419 36TH ST LUBBOCK, TX 79407	7419 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1000	166,708	200.05
R346294	WILSON, JOHN	7417 36TH ST LUBBOCK, TX 79407	7417 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1001	145,617	174.74
R346295	WITHROW, AMY	7415 36TH ST LUBBOCK, TX 79407	7415 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1002	165,659	198.79
R346296	CHUNN ERIN & JOHN & KARLA	7413 36TH ST LUBBOCK, TX 79407	7413 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1003	155,148	186.18
R346297	AGUIRRE, ADOLFO	7411 36TH ST LUBBOCK, TX 79407	7411 36TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1004	145,617	174.74
R346298	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7301 34TH ST, LUBBOCK, TX 79407	UPLAND CROSSING TR N	4,517	5.42
R348665	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7402 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1005	82,247	98.70

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R348666	CARLSON, WILLIAM	7404 37TH ST LUBBOCK, TX 79407	7404 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1006	145,617	174.74
R348667	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7406 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1007	40,000	48.00
R348668	BLACK, JAMES	7408 37TH ST LUBBOCK, TX 79407	7408 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1008	145,617	174.74
R348669	MOORE, REESE A	7410 37TH ST LUBBOCK, TX 79407	7410 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1009	164,279	197.13
R348670	TELLO, VERONICA L	7412 37TH ST LUBBOCK, TX 79424	7412 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1010	145,617	174.74
R348671	HANSEN BRYAN & TERESSA	7414 37TH ST LUBBOCK, TX 79407	7414 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1011	145,617	174.74
R348672	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7416 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1012	40,000	48.00
R348673	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7418 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1013	40,000	48.00
R348674	JONES, JANET	7420 37TH ST WOLFFORTH, TX 79382	7420 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1014	150,617	180.74
R348675	COMBS, RICHARD	7422 37TH ST LUBBOCK, TX 79407	7422 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1015	152,579	183.09
R348676	ARIAS ERICK M & MAGDALENO ANA L	7419 37TH ST LUBBOCK, TX 79407	7419 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1016	160,148	192.18
R348677	FEBRES, CORI	7417 37TH ST LUBBOCK, TX 79407	7417 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1017	150,617	180.74
R348678	FLORES, MARISSA BIANCA	7415 37TH ST LUBBOCK, TX 79407	7415 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1018	170,659	204.79
R348679	BREWER LINDSAY & MONDY & CINDY	7413 37TH ST LUBBOCK, TX 79407	7413 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1019	150,617	180.74
R348680	ALVAREZ RUBER R & LIZARZABURO NANCY	7411 37TH ST LUBBOCK, TX 79407	7411 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1020	164,279	197.13
R348681	BEETLER, HANNAH	7409 37TH ST LUBBOCK, TX 79407	7409 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1021	165,659	198.79
R348682	MCMILLIAN GARY & CARON	3706 VIOLA AVE LUBBOCK, TX 79407	3706 VIOLA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1022	169,279	203.13
R348683	GARCIA MARCO JR & CASTANEDA EBONY	3707 VIOLA AVE LUBBOCK, TX 79407	3707 VIOLA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1023	150,617	180.74
R348684	RODRIGUEZ, SUZANNA	3705 VIOLA AVE WOLFFORTH, TX 79382	3705 VIOLA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1024	150,617	180.74
R348685	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7407 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1025	40,000	48.00
R348686	LU, MEIHUI	7405 37TH ST LUBBOCK, TX 79407	7405 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1026	89,712	107.65
R348687	TRUHLICKA MADDISON & LISEMBY ANN & STEVE	7403 37TH ST LUBBOCK, TX 79407	7403 37TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1027	145,617	174.74
R348688	CROFTS, TONI	3702 VENITA AVE LUBBOCK, TX 79407	3702 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1028	76,966	92.36
R348689	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3704 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1029	40,000	48.00
R348690	BROSH ASHLYNN & RYAN	3706 VENITA AVE LUBBOCK, TX 79407	3706 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1030	56,515	67.82
R348691	YORK, ADELINE	3708 VENITA AVE LUBBOCK, TX 79407	3708 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1031	81,966	98.36
R348692	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3711 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1032	45,000	54.00
R348693	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3709 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1033	40,000	48.00

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R348694	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3707 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1034	40,000	48.00
R348695	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3705 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1035	52,566	63.08
R348696	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3703 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1036	40,000	48.00
R348697	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3701 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1037	40,000	48.00
R348698	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3607 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1038	40,000	48.00
R348699	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3605 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1039	40,000	48.00
R348700	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3603 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1040	40,000	48.00
R348701	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	3601 VENITA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1041	40,000	48.00
R348702	ROSALES GINALYN & ALBERT	3602 VALENCIA AVE LUBBOCK, TX 79407	3602 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1042	276,592	331.91
R348703	3604 VALENCIA AVENUE COMPANY	A SERIES OF MCGUIRE REAL ESTATE HOLDINGS LLC 2405 W LOOP 289 LUBBOCK, TX 79407	3604 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1043	245,414	294.50
R348704	WALL BLAKE & KAYLEE	3606 VALENCIA AVE LUBBOCK, TX 79407	3606 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1044	204,196	245.04
R348705	SADVAC HOLDINGS LLC	3608 VALENCIA AVE LUBBOCK, TX 79407	3608 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1045	245,414	294.50
R348706	ECHEVARRIA, EDGARD CALIZ	4054 SW 166TH PL RD OCALA, FL 34473	3610 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1046	212,386	254.86
R348707	BACON, WILLIAM A	3612 VALENCIA AVE WOLFFORTH, TX 79382	3612 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1047	221,505	265.81
R348708	JACKSON MEOSHA & TAYLOR ALDERICK	3614 VALENCIA AVE LUBBOCK, TX 79407	3614 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1048	251,453	301.74
R348709	3616 VALENCIA AVENUE COMPANY	A SERIES OF MCGUIRE REAL ESTATE HOLDINGS LLC 2405 W LOOP 289 LUBBOCK, TX 79407	3616 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1049	245,414	294.50
R348710	ROSS JEJECRISTIE & STEVEN	3618 VALENCIA AVE LUBBOCK, TX 79407	3618 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1050	245,414	294.50
R348711	MADDOX, AUSTIN	3620 VALENCIA AVE LUBBOCK, TX 79407	3620 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1051	212,386	254.86
R348712	MARQUEZ JOAHNNA & DEAN &	MARCOS BUENAVENTURA 3622 VALENCIA AVE LUBBOCK, TX 79407	3622 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1052	238,614	286.34
R348713	3625 VALENCIA AVENUE COMPANY	A SERIES OF MCGUIRE REAL ESTATE HOLDINGS LLC 2405 W LOOP 289 LUBBOCK, TX 79407	3625 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1053	245,414	294.50
R348714	MOORE SAMMY R JR & CANDANCE	3623 VALENCIA AVE LUBBOCK, TX 79407	3623 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1054	197,151	236.58
R348715	CHAVEZ, THENIE ROBERTA BOBBIE JO	3621 VALENCIA AVE LUBBOCK, TX 79407	3621 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1055	204,196	245.04
R348716	AGCAOILI MARCO S & YOGYOG IVY JOY	3619 VALENCIA AVE LUBBOCK, TX 79407	3619 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1056	221,505	265.81

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R348717	FLOURNOY, KEVYN DONTE	3617 VALENCIA AVE LUBBOCK, TX 79407	3617 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1057	212,386	254.86
R348718	FRAZIER, ASHLYN GRACE	3615 VALENCIA AVE LUBBOCK, TX 79407	3615 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1058	212,386	254.86
R348719	SATTERFIELD RAYMOND ET AL	3613 VALENCIA AVE LUBBOCK, TX 79407	3613 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1059	204,196	245.04
R348720	RAMIREZ MYRA M & VARELA AARON I	3611 VALENCIA AVE LUBBOCK, TX 79407	3611 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1060	212,284	254.74
R348721	KANDIMALLA RAHUL & GOTTIPATI RAVI TEJA	& NANDIPATI HEMKANTH 3609 VALENCIA AVE WOLFFORTH, TX 79382	3609 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1061	221,505	265.81
R348722	DUQUE IVAN D & GOMEZ OLGA L	3607 VALENCIA AVE LUBBOCK, TX 79407	3607 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1062	192,790	231.35
R348723	TURNER, TRAVIS DANIEL	3605 VALENCIA AVE LUBBOCK, TX 79407	3605 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1063	212,284	254.74
R348724	3603 VALENCIA AVENUE COMPANY	A SERIES OF MCGUIRE REAL ESTATE HOLDINGS LLC 2405 W LOOP 289 LUBBOCK, TX 79407	3603 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1064	245,414	294.50
R348725	MENEZ MARC J & ULANG LOREN M	3601 VALENCIA AVE LUBBOCK, TX 79407	3601 VALENCIA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1065	221,505	265.81
R348726	RAZON ARNOLD & JENNIFER	3602 URBANA PL LUBBOCK, TX 79407	3602 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1066	242,083	290.50
R348727	3604 URBANA PLACE COMPANY	A SERIES OF MCGUIRE REAL ESTATE HOLDINGS LLC 2405 W LOOP 289 LUBBOCK, TX 79407	3604 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1067	245,414	294.50
R348728	COBB ARIEL COLTON & BRADY ERIN	3606 URBANA PL LUBBOCK, TX 79407	3606 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1068	212,386	254.86
R348729	CHANDLER ANNABELLE P & ANDREW J	3608 URBANA PL LUBBOCK, TX 79407	3608 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1069	245,414	294.50
R348730	MADZIKATIRE ELIJAH R & MADISON	3610 URBANA PL LUBBOCK, TX 79407	3610 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1070	275,516	330.62
R348731	OLIVO REYNALDO & LETICIA	3612 URBANA PL LUBBOCK, TX 79407	3612 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1071	221,505	265.81
R348732	VICTOR LOGAN ET AL	3614 URMANA PL LUBBOCK, TX 79407	3614 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1072	204,196	245.04
R348733	BEAGAN, MICHAEL A	3702 URBANA PL LUBBOCK, TX 79407	3702 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1073	212,386	254.86
R348734	SPEELHOFFER LANDEN C & SABIAN & SHELLY	& LEVARIO JULISSA 3704 URBANA PL LUBBOCK, TX 79407	3704 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1074	251,983	302.38
R348735	DAGOSTINO, LEONIDAS	3706 URBANA PL LUBBOCK, TX 79407	3706 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1075	245,414	294.50
R348736	BYRNE ANDREA & MICHAEL V II	3708 URBANA PL LUBBOCK, TX 79407	3708 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1076	212,284	254.74
R348737	VELA, AMBER	3710 URBANA PL LUBBOCK, TX 79407	3710 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1077	245,414	294.50
R348738	MCCANN RONNIE & JAMIE	3712 URBANA PL LUBBOCK, TX 79407	3712 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1078	253,250	303.90
R348739	GARCIA GLENDA & SCOTTIE L	3713 URBANA PL LUBBOCK, TX 79407	3713 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1079	237,806	285.37
R348740	CRAWFORD SKYLAR & ROCK ADAM	3711 URBANA PL LUBBOCK, TX 79407	3711 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1080	242,083	290.50

Exhibit B-2
City of Lubbock, TX
Finance Department
Upland Crossing 2 Public Improvement District
2024 Assessment Roll

Property ID	Owner Name	Owner Address	Property Address	Property Legal Description	Prel. Taxable Value	Estimated 2024 Assessment
R348741	LEJADE LLC	3204 VENITIA AVE LUBBOCK, TX 79407	3709 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1081	212,839	255.41
R348742	BROWN JENNIFER & BENJAMIN H	3707 URBANA PL LUBBOCK, TX 79407	3707 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1082	212,386	254.86
R348743	GARCIA BAUDELIO & CORDERO MA DOLORES R	3705 URBANA PL LUBBOCK, TX 79407	3705 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1083	207,385	248.86
R348744	3703 URBANA PLACE COMPANY	A SERIES OF MCGUIRE REAL ESTATE HOLDINGS LLC 2405 W LOOP 289 LUBBOCK, TX 79407	3703 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1084	245,414	294.50
R348745	BLY MCKYNLEE N & AARON J	3701 URBANA PL LUBBOCK, TX 79407	3701 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1085	252,667	303.20
R348746	WILSON JAMES E EXEMPTION TRUST	MARITZA WILSON TRUSTEE 24 BAHAMA REEF NOCATO, CA 94949	3611 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1086	251,983	302.38
R348747	MYATT RACHEL & BENJAMIN &	RANDY J & REBECCA M WISEMAN 3609 URBANA PL LUBBOCK, TX 79407	3609 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1087	245,414	294.50
R348748	MARTHENS, CARLY	3607 URBANA PL LUBBOCK, TX 79407	3607 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1088	204,196	245.04
R348749	CONAWAY, DANIEL J	3605 URBANA PL LUBBOCK, TX 79407	3605 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1089	237,806	285.37
R348750	DIXON, CASEY	3603 URBANA PL LUBBOCK, TX 79407	3603 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1090	221,505	265.81
R348751	CALAMBA KAREN & CONTA JOSE	3601 URBANA PL LUBBOCK, TX 79407	3601 URBANA PL, LUBBOCK, TX 79407	UPLAND CROSSING L 1091	275,882	331.06
R348752	NGUYEN TRUC & HUU LOC VO	3602 URBANA AVE LUBBOCK, TX 79407-5460	3602 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1092	242,083	290.50
R348753	MASK JESSE & TO JUDY	3604 URBANA AVE LUBBOCK, TX 79407	3604 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1093	204,196	245.04
R348754	SILVEIRA JACOB & WIRTH BAILEY	3606 URBANA AVE LUBBOCK, TX 79407	3606 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1094	243,901	292.68
R348755	JONGPIL CHEON & GAP KIM	3608 URBANA AVE LUBBOCK, TX 79407-5460	3608 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1095	221,505	265.81
R348756	NUNEZ, ALEJANDRO	3610 URBANA AVE LUBBOCK, TX 79407	3610 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1096	212,386	254.86
R348757	GOERTZEN JOHNATHAN & FINCHER OLIVIA E	3612 URBANA AVE LUBBOCK, TX 79407	3612 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1097	251,983	302.38
R348758	MANLEY SHELLEY & SAMUEL KEATON HORAN	3702 URBANA AVE LUBBOCK, TX 79407-5461	3702 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1098	204,196	245.04
R348759	FIETZ, BILL	2042 LONGHORN DR LEVELLAND, TX 79336	3704 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1099	221,505	265.81
R348760	THOMAS, KATHIE	3706 URBANA AVE LUBBOCK, TX 79407	3706 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1100	212,386	254.86
R348761	HANS HAUSER LLC	7423 29TH ST LUBBOCK, TX 79407	3708 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1101	204,196	245.04
R348762	HILL JAMES & JENNY	3710 URBANA AVE LUBBOCK, TX 79407	3710 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1102	204,196	245.04
R348763	WEGNER TIMOTHY & CYRA	3712 URBANA AVE LUBBOCK, TX 79407	3712 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1103	245,414	294.50
R348764	LEBLANC, JORDAN	3714 URBANA AVE LUBBOCK, TX 79407-5461	3714 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1104	204,196	245.04

Exhibit B-2
City of Lubbock, TX
Finance Department
Upland Crossing 2 Public Improvement District
2024 Assessment Roll

Property ID	Owner Name	Owner Address	Property Address	Property Legal Description	Prel. Taxable Value	Estimated 2024 Assessment
R348765	OWEN FAMILY TRUST	Attn. WILLIAM MICHAEL & ANN & BRADLEY A OWEN TRUSTEES 3716 URBANA AVE LUBBOCK, TX 79407-5461	3716 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1105	237,806	285.37
R348766	JOHNSON, TRAJEN	3719 URBANA AVE LUBBOCK, TX 79407	3719 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1106	251,983	302.38
R348767	CHAVEZ LUIS & JENNIE & LUIS M	3717 URBANA AVE LUBBOCK, TX 79407	3717 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1107	238,614	286.34
R348768	BARNHART, RYAN	3715 URBANA AVE LUBBOCK, TX 79407-5461	3715 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1108	221,505	265.81
R348769	MATHIS, MAGUIRE	3713 URBANA AVE LUBBOCK, TX 79407-5461	3713 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1109	204,196	245.04
R348770	HINES, RYAN MICHAEL	3711 URBANA AVE LUBBOCK, TX 79407-5461	3711 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1110	212,386	254.86
R348771	AVL TR HOLDINGS LLC	2104 WILLOW BEND DR PLANO, TX 75093	3709 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1111	212,284	254.74
R348772	HASTINGS MICHAEL & KENNEDY KELSEY E	3707 URBANA AVE LUBBOCK, TX 79407	3707 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1112	245,414	294.50
R348773	SPRAYBERRY JUSTIN & MADISON	3705 URBANA AVE LUBBOCK, TX 79407-5461	3705 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1113	245,414	294.50
R348774	TRAN, THI THUY	3703 URBANA AVE LUBBOCK, TX 79407-5461	3703 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1114	212,386	254.86
R348775	HALLUM JESSE & TANYA &	CALEB GENSON HALLUM 3701 URBANA AVE LUBBOCK, TX 79407	3701 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1115	221,505	265.81
R348776	RICHERSON, JAMES	3615 URBANA AVE LUBBOCK, TX 79407	3615 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1116	-	-
R348777	MISOLA LEILANI & DENNIS	3613 URBANA AVE LUBBOCK, TX 79407	3613 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1117	245,414	294.50
R348778	CAMPBELL BRIAN & MICHAEL CROSS	3611 URBANA AVE LUBBOCK, TX 79407	3611 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1118	245,414	294.50
R348779	CONWAY GARY J & WILLIAM G	3609 URBANA AVE LUBBOCK, TX 79407	3609 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1119	204,196	245.04
R348780	BLEVINS NISKA A & TONYA J	929 CANTEBURY AVE WOLFFORTH, TX 79382	3607 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1120	212,386	254.86
R348781	MARTINEZ, SOILA	3605 URBANA AVE LUBBOCK, TX 79407	3605 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1121	245,414	294.50
R348782	HUGHES JUANITA J FAMILY PARTNERSHIP LTD	4022 139TH ST LUBBOCK, TX 79423	3603 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1122	245,414	294.50
R348783	GUZMAN, ALEXANDER M	3601 URBANA AVE LUBBOCK, TX 79407	3601 URBANA AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1123	276,592	331.91
					36,093,649	**$ 43,312**

Upland Crossing 2 Public Improvement District
Public Hearing for the Review of the Assessment Rate
August 27, 2024 | 2:00 P.M.
Citizens Tower Council Chamber | 1314 Avenue K, Lubbock, TX 79401

Please take notice that on August 27, 2024, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2024 assessment rate for property owners in the Upland Crossing 2 Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Business Development Department on the 9th Floor of Citizens Tower after August 8, 2024.

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

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

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $118,611 over the next five years. The estimated annual cost rises from $10,881 in FY 2024-25 to $31,524 in FY 2028-29. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.12 per $100.00 of valuation through tax year 2028.

Boundaries: The District is located wholly within the City of Lubbock, Texas. The Upland Crossing 2 Public Improvement District (PID) generally covers a 34.294-acre area bounded by 34th Street on the north, Upland Avenue on the east, and railroad tracks to the south and west. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown, City of Lubbock Business Development Department at 806-775-3082.**

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing on the proposed 2024 Assessment Rate for the Upland Crossing 3 Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing 3 PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Upland Crossing 3 PID to speak in favor of, or in opposition to, the assessment to be levied in the Upland Crossing 3 PID for 2024. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 15, 2024, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2024 is $0.18 per $100 valuation. This is the same rate as 2023. All property will be assessed for 2024.

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

Fiscal Impact

The funds raised by the assessment will be used to provide design, construction, and maintenance of drainage improvements, any other maintenance needed on projects in the District, and the cost of administering the PID. The projected assessment that will be collected for 2024, based on estimated values, is $16,539.

Staff/Board Recommending

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

Attachments

Ordinance
Exhibit A
Exhibit B
Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE UPLAND CROSSING 3 PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2024 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2024-25; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

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

WHEREAS, through Resolution No. 2023-R0145 the City Council of the City (the "Council") attached hereto and incorporated herein as "Exhibit A", which made certain findings concerning the advisability of creating the Upland Crossing 3 Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the District; and

WHEREAS, On April 25, 2023, the City Council passed Ordinance No. 2023-O0038, approving the Service and Assessment Plan (the "Plan), which will be reviewed and revised each year when necessary. The revised 2024 Plan for the District is attached hereto and incorporated herein as "Exhibit B"; and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 27, 2024, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2024 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2024 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.18 per $100.00 valuation for tax years 2024 through 2028, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2024 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

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

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 27, 2024 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

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

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

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

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2024 City net taxable value in the manner described in the assessment attached hereto in "Exhibit B" shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2025 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad

valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2024.

Passed by the City Council on second reading on _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

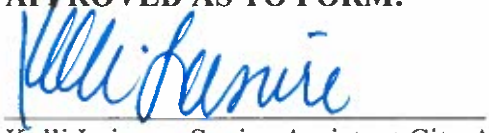
ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

ccdocs/ORD 20024 Upland Crossing 3 PID – Service Plan, Assessment Role, and Levy
August 27, 2024

Exhibit A

Resolution No. 2023-R0145
Item No. 7.5
March 7, 2023

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE UPLAND CROSSING 3 PUBLIC IMPROVEMENT DISTRICT

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

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

(a) Acquisition, construction, or drainage facilities or improvements;

(b) The design, construction, and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and

(c) Payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

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

WHEREAS, the Petition covers property within an area generally bounded by 26th Street to the north, Pine Hills Estates to the east, 34th Street to the south and Upland Avenue to the west, with such property being the development known as Upland Crossing 3, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

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

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

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the seventh (7th) day of March, 2023, at two (2:00) p.m., at Citizen's Tower, located at 1314 Avenue K, Lubbock, Texas; and

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

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

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

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

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

(a) That the public hearing on the advisability of authorizing the Upland Crossing 3 Public Improvement District has been properly called, held, and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the Upland Crossing 3 Public Improvement District; and

(b) That authorization of the Upland Crossing 3 Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Upland Crossing 3 Public Improvement District for the general purpose of financing improvements and services related to:

(i) The acquisition, construction, or drainage facilities or improvements;

(ii) The design, construction, and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and

(iii) The payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Upland Crossing 3 Public Improvement District through Fiscal Year 2027-28 is approximately one hundred seventeen thousand seven hundred thirty dollars ($117,730) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of eighteen cents ($0.18) per one hundred dollars ($100) of valuation of property within the Upland Crossing 3 Public Improvement District through Fiscal Year 2027-28, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Upland Crossing 3 Public Improvement District and the City, all the Costs will be paid by the Upland Crossing 3 Public Improvement District through assessments on the property within the boundaries of the Upland Crossing 3 Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Upland Crossing 3 Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council shall be the governing board for the Upland Crossing 3 Public Improvement District.

SECTION 5: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council this 7th day of March, 2023.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, Interim City Secretary

APPROVED AS TO CONTENT:

Brianna Brown, Director of Business Development

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ccdocs://Upland Crossing 3 PID Creation Resolution
2.20.23

BETENBOUGH
HOMES

February 3, 2023

Brianna Brown

Business Development Director

City of Lubbock

1314 Avenue K

Lubbock, TX 79401

RE: Upland Crossing, Public Improvement District 3

Dear Honorable Mayor and City Council,

Upland Crossing 3 PID is a residential development within the city limits of the City of Lubbock bound on the North by 26th Street, adjacent to the East by Pine Hills Estates, and adjacent to Upland Ave on the West and 34th Street to the South. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Upland Crossing 3 PID.

In order to comply with the "Public Improvements District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements":

1. Betenbough Homes has purchased/optioned almost 21.646 acres. Betenbough Homes plans to invest $250,000 in improvements for this park system before it would be deeded over to the City of Lubbock and the PID. We will be here to help keep the PID healthy and thriving. We have vested interest in making this PID healthy and self-sufficient.
2. This requirement is addressed in Section 5 of the accompanying Petition.
3. This requirement is addressed in Section 1 of the accompanying Petition.
4. This requirement is addressed in Section 5 of the accompanying Petition.

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

6. This requirement has been met by the map of the area that is attached to this Petition.

BETENBOUGH
HOMES

7. Operation of the PID process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock. If a board is not established, then the operation of any PID actions will be managed by the City Manager or designee.

8. This requirement is generally addressed in Section 2 of the petition. Addressing this specific PID there will be a drainage basin that will function as drainage storage for the community. The PID will allow the basin to be well maintained.

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

10. General description of proposed improvements is addressed in Section 2 of the Petition.

11. The estimated total cost of the improvements is approximately $250,000 and will be paid and constructed by the developer, Betenbough Homes does not desire any reimbursement. The estimated cost of the maintenance is approximately $10,000 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".

12. Addressing this requirement we have provided a service and assessment plan that is attached as part of this application.

13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at $.18 per $100.00 valuation.

14. Documentation of liability insurance will be provided as requested by the City of Lubbock.

15. This requirement is addressed in Section 6 of the accompanying Petition.

16. This requirement is addressed in Section 5 of the accompanying Petition.

17. This requirement is met with the attached spreadsheet documenting the provided service and assessment plan.

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

x _____

Chris Berry

Land Development Manager

Betenbough Homes

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO UPLAND CROSSING 3 PUBLIC IMPROVEMENT DISTRICT

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

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

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

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

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

Section 3. Estimated cost of the proposed public improvements and annual maintenance: $250,000 estimated for proposed public improvements as mentioned in section 2. Annual maintenance costs - $10,000 for proposed improvements made by developer.

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

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

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

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

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

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

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

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

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

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

[Signature on following page]

PETITIONERS:

Betenbough Homes LLC

Chris Berry, Land Planning Manager

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 24th day of Jan, 2023, before me, the undersigned Notary Public, personally appeared **Paddi Moya** who acknowledged that he is **Connections Specialist of Betenbough Homes, LLC**, and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

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

PATRICIA M. MOYA
Notary Public, State of Texas
Notary ID# 13390512-1
My Commission Expires 08-11-2026

Notary Public Signature

Paddi Moya

Signature Page for Petition

AMD Engineering and Surveying

A 21.646 ACRE TRACT IN THE SOUTHWEST QUARTER OF SECTION 43, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 184, LUBBOCK COUNTY, TEXAS

A 21.646 acre tract of land located in the Southwest Quarter (SW/4) of Section 43, Block AK, E.L. & R.R. RR. Co. Survey, Abstract Number 184, Lubbock County, Texas, being all of that certain tract of land described as 17.70 acres in a Warranty Deed recorded in Volume 1472, Page 646 of the Deed Records of Lubbock County, Texas, and a portion of that certain tract of land described as 4.25 acres in a Warranty Deed recorded in Volume 6043, Page 101 of the Real Property Records of Lubbock County, Texas, said 21.646 acre tract being further described by metes and bounds as follows:

BEGINNING at a "MAG" nail set in the centerline of Upland Avenue and in the west line of said Section 43 at the southwest corner of said 17.70 acre tract, same being the most westerly northwest corner of the plat limits of Pine Hills Addition, a subdivision according to the map, plat and/or dedication deed thereof recorded in Volume 1709, Page 661 of the Deed Records of Lubbock County, Texas, and for the southwest corner of these plat limits, having coordinates of Northing: 7,270,725.47 and Easting: 910,383.41 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found at the southwest corner of said Section 43 bears S. 01° 52' 44" W. a distance of 1539.75 feet, said section corner having coordinates of Northing: 7,269,186.91 and Easting: 910,332.94 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 52' 44" E., along the centerline of Upland Avenue and the west line of said Section 43 at a distance of 170.25 feet pass a railroad spike found, continuing for a total distance of 204.33 feet to a "MAG" nail set for the most westerly northwest corner of these plat limits, same being the southwest corner of that certain 1.00 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2018003570 of the Official Public Records of Lubbock County, Texas;

THENCE S. 88° 08' 32" E., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the east right-of-way line of Upland Avenue, herein dedicated, continuing at a distance of 55.61 feet pass a 1/2" iron rod with a green broken cap found, continuing for a total distance of 296.24 feet to a 1/2" iron rod with a cap marked "RPLS 4460" found at the southeast corner of said 1.00 acre tract for an ell corner of these plat limits;

THENCE N. 01° 48' 47" E., along the east lines of five tracts of land, being: (1) said 1.00 acre tract, (2) Lynch Addition, Lots 1-A and 1-B, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 8252, Page 220 of the Official Public Records of Lubbock County, Texas, (3) that certain 1.50 acre tract of land described in a Warranty Deed recorded in Volume 2783, Page 126 of the Real Property Records of Lubbock County, Texas, (4) that certain 0.94 acre tract of land described in a Warranty Deed recorded in Volume 4827, Page 188 of the Real Property Records of Lubbock County, Texas, and (5) Crenwelge Addition, Lot 1, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5116, Page 195 of the Real Property Records of Lubbock County, Texas, at a distance of 868.45 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of 26th Street, herein dedicated, continuing for a total distance a distance of 900.45 feet to a 1/2" iron rod with a cap marked "AMD ENG" set in the north line of said Southwest Quarter (SW/4) for the northwest corner of said 4.25 acre tract and the most northerly northwest corner of these plat limits, having coordinates of Northing: 7,271,819.82 and Easting: 910,714.61 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a cotton spindle found in the centerline of said Upland Avenue at the west quarter corner of said Section 43 bears N. 88° 11' 07" W. a distance of 295.21 feet, said quarter section corner having coordinates of Northing: 7,271,829.17 and Easting: 910,419.61 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 88° 11' 07" E., along the north line of said Southwest Quarter (SW/4), a distance of 317.51 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for a corner of these plat limits;

THENCE S. 01° 54' 23" W., at a distance of 32.00 feet pass a 1/2" iron rod with a cap marked "AMD ENG" set in the south right-of-way line of said 26th Street, continuing for a total distance of 200.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for an ell corner of these plat limits;

6513 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPELS Reg #101785-00

Office: (806) 771-5976
Fax: (806) 771-7625

THENCE S. 88° 11' 07" E. a distance of 256.23 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for an ell corner of these plat limits;

THENCE N. 01° 54' 23" E., at a distance of 168.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of said 26th Street, continuing for a total distance a distance of 200.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the north line of said Southwest Quarter (SW/4) for a corner of these plat limits;

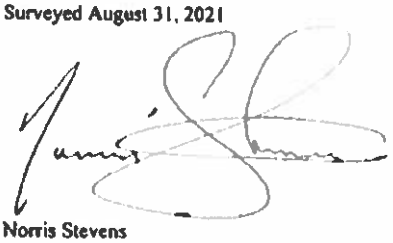
THENCE S. 88° 11' 07" E., along the north line of said Southwest Quarter (SW/4), a distance of 272.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the northeast corner of said 17.70 acre tract and these plat limits, having coordinates of Northing: 7,271,793.04 and Easting: 911,559.72 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

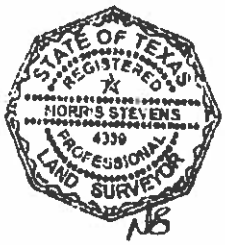
THENCE S. 01° 54' 23" W., along the west plat limits of said Pine Hills Addition at a distance of 32.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of said 26th Street, continuing at a distance of 45.69 feet pass the south right-of-way line of 26th Street as dedicated with the plat of said Pine Hills Addition, continuing for a total distance of 1105.33 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set at an ell corner of the plat limits of said Pine Hills Addition for the southeast corner of said 17.70 acre tract and these plat limits, having coordinates of Northing: 7,270,688.59 and Easting: 911,522.96 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 08' 47" W., at a distance of 1085.42 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the east right-of-way line of said Upland Avenue, continuing for a total distance of 1140.42 feet to the **Point of Beginning**. Bearings and coordinates are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The convergence angle to True North is -1° 53' 35.55" and the combined scale factor is 0.99975986. Distances are at surface, in U.S. survey feet.

I, Norris Stevens, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed August 31, 2021





NS

2-01-2023

Norris Stevens
Registered Professional Land Surveyor,
State of Texas, Seal No. 4339

**Revised 1/20/2022 Corrected the bearing on the 8th call

210574 Sec 43 Blk AK, Turner Tract.

EXHIBIT B

Sketch

UC 3 Service Plan

Proposed Revenue/Expense Worksheet

		Proposed												
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Totals
REVENUE	# Homes closed		0	100										100
	Property Values*	-	-	17,500,000	17,850,000	18,207,000	18,571,140	18,942,563	19,321,414	19,707,842	20,101,999	20,504,039	20,914,120	170,705,998
	Discounted Property Values	-	-	15,750,000	16,065,000	16,386,300	16,714,026	17,048,307	17,389,273	17,737,058	18,091,799	18,453,635	18,822,708	153,635,398
	Interest	-	-	-	1,202	1,226	1,251	1,276	1,301	1,327	1,354	1,381	1,408	10,317
0.18	Assessment at $0.18	-	-	-	28,350	28,917	29,495	30,085	30,687	31,301	31,927	32,565	33,217	240,127
0.10	Assessment at $0.10	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	-	-	-	29,552	30,143	30,746	31,361	31,988	32,628	33,280	33,946	34,625	253,644
	Improvement cat cost													
EXPENSE														
Park 1	$1,250,000.00													
Basic Park			$ 15,000.00	$ 15,300.00	$ 15,606.00	$ 15,918.12	$ 16,236.48	$ 16,561.21	$ 16,892.44	$ 17,230.29	$ 17,574.89	$ 17,926.39	$ 131,319.43	
Electric Cost for park														
Proposed parks 1 and 2													$ -	
Sewer and water money														
Proposed Parks 1 and 2													$ -	
Administrative Costs														
	$500,000.00		$ 3,000.00	$ 3,060.00	$ 3,121.20	$ 3,183.62	$ 3,247.30	$ 3,312.24	$ 3,378.49	$ 3,446.06	$ 3,514.98	$ 3,585.28	$ 26,263.89	
Paid by developers														
Capital Outlay (Developer)													$ -	
	Total	-	$ -	$ -	$ 18,360.00	$ 18,727.20	$ 19,101.74	$ 19,483.78	$ 19,873.45	$ 20,270.92	$ 20,676.34	$ 21,089.87	$ 21,511.67	$ 157,583.31
Cash Reserves			$ -	$ -	$ 11,192.04	$ 22,607.92	$ 34,252.12	$ 46,129.29	$ 58,243.83	$ 70,600.74	$ 83,204.88	$ 96,060.93	$ 109,174.19	$ 472,291.50

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

ASSESSMENT INFORMATION		
2019-2029		
Assessment per $100,000	$100.00	$ 100.00
2027-Future		
Assessment per $100,000	$100.00	$ 100.00

AMD Engineering and Surveying

A 21.646 ACRE TRACT IN THE SOUTHWEST QUARTER OF SECTION 43, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 184, LUBBOCK COUNTY, TEXAS

A 21.646 acre tract of land located in the Southwest Quarter (SW/4) of Section 43, Block AK, E.L. & R.R. RR. Co. Survey, Abstract Number 184, Lubbock County, Texas, being all of that certain tract of land described as 17.70 acres in a Warranty Deed recorded in Volume 1472, Page 646 of the Deed Records of Lubbock County, Texas, and a portion of that certain tract of land described as 4.25 acres in a Warranty Deed recorded in Volume 6043, Page 101 of the Real Property Records of Lubbock County, Texas, said 21.646 acre tract being further described by metes and bounds as follows:

BEGINNING at a "MAG" nail set in the centerline of Upland Avenue and in the west line of said Section 43 at the southwest corner of said 17.70 acre tract, same being the most westerly northwest corner of the plat limits of Pine Hills Addition, a subdivision according to the map, plat and/or dedication deed thereof recorded in Volume 1709, Page 661 of the Deed Records of Lubbock County, Texas, and for the southwest corner of these plat limits, having coordinates of Northing: 7,270,725.47 and Easting: 910,383.41 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found at the southwest corner of said Section 43 bears S. 01° 52' 44" W. a distance of 1539.75 feet, said section corner having coordinates of Northing: 7,269,186.91 and Easting: 910,332.94 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 52' 44" E., along the centerline of Upland Avenue and the west line of said Section 43 at a distance of 170.25 feet pass a railroad spike found, continuing for a total distance of 204.33 feet to a "MAG" nail set for the most westerly northwest corner of these plat limits, same being the southwest corner of that certain 1.00 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2018003570 of the Official Public Records of Lubbock County, Texas;

THENCE S. 88° 08' 32" E., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the east right-of-way line of Upland Avenue, herein dedicated, continuing at a distance of 55.61 feet pass a 1/2" iron rod with a green broken cap found, continuing for a total distance of 296.24 feet to a 1/2" iron rod with a cap marked "RPLS 4460" found at the southeast corner of said 1.00 acre tract for an ell corner of these plat limits;

THENCE N. 01° 48' 47" E., along the east lines of five tracts of land, being: (1) said 1.00 acre tract, (2) Lynch Addition, Lots 1-A and 1-B, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 8252, Page 220 of the Official Public Records of Lubbock County, Texas, (3) that certain 1.50 acre tract of land described in a Warranty Deed recorded in Volume 2783, Page 126 of the Real Property Records of Lubbock County, Texas, (4) that certain 0.94 acre tract of land described in a Warranty Deed recorded in Volume 4827, Page 188 of the Real Property Records of Lubbock County, Texas, and (5) Crenwelge Addition, Lot 1, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5116, Page 195 of the Real Property Records of Lubbock County, Texas, at a distance of 868.45 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of 26th Street, herein dedicated, continuing for a total distance a distance of 900.45 feet to a 1/2" iron rod with a cap marked "AMD ENG" set in the north line of said Southwest Quarter (SW/4) for the northwest corner of said 4.25 acre tract and the most northerly northwest corner of these plat limits, having coordinates of Northing: 7,271,819.82 and Easting: 910,714.61 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a cotton spindle found in the centerline of said Upland Avenue at the west quarter corner of said Section 43 bears N. 88° 11' 07" W. a distance of 295.21 feet, said quarter section corner having coordinates of Northing: 7,271,829.17 and Easting: 910,419.61 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 88° 11' 07" E., along the north line of said Southwest Quarter (SW/4), a distance of 317.51 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for a corner of these plat limits;

THENCE S. 01° 54' 23" W., at a distance of 32.00 feet pass a 1/2" iron rod with a cap marked "AMD ENG" set in the south right-of-way line of said 26th Street, continuing for a total distance of 200.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for an ell corner of these plat limits;

THENCE S. 88° 11' 07" E. a distance of 256.23 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for an ell corner of these plat limits;

THENCE N. 01° 54' 23" E., at a distance of 168.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of said 26th Street, continuing for a total distance a distance of 200.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the north line of said Southwest Quarter (SW/4) for a corner of these plat limits;

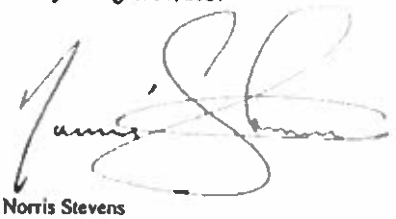
THENCE S. 88° 11' 07" E., along the north line of said Southwest Quarter (SW/4), a distance of 272.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the northeast corner of said 17.70 acre tract and these plat limits, having coordinates of Northing: 7,271,793.04 and Easting: 911,559.72 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 54' 23" W., along the west plat limits of said Pine Hills Addition at a distance of 32.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of said 26th Street, continuing at a distance of 45.69 feet pass the south right-of-way line of 26th Street as dedicated with the plat of said Pine Hills Addition, continuing for a total distance of 1105.33 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set at an ell corner of the plat limits of said Pine Hills Addition for the southeast corner of said 17.70 acre tract and these plat limits, having coordinates of Northing: 7,270,688.59 and Easting: 911,522.96 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

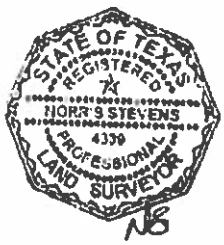
THENCE N. 88° 08' 47" W., at a distance of 1085.42 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the east right-of-way line of said Upland Avenue, continuing for a total distance of 1140.42 feet to the **Point of Beginning.** Bearings and coordinates are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The convergence angle to True North is -1° 53' 35.55" and the combined scale factor is 0.99975986. Distances are at surface, in U.S. survey feet.

I, Norris Stevens, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed August 31, 2021



Norris Stevens
Registered Professional Land Surveyor,
State of Texas, Seal No. 4339



NS
2-01-2023

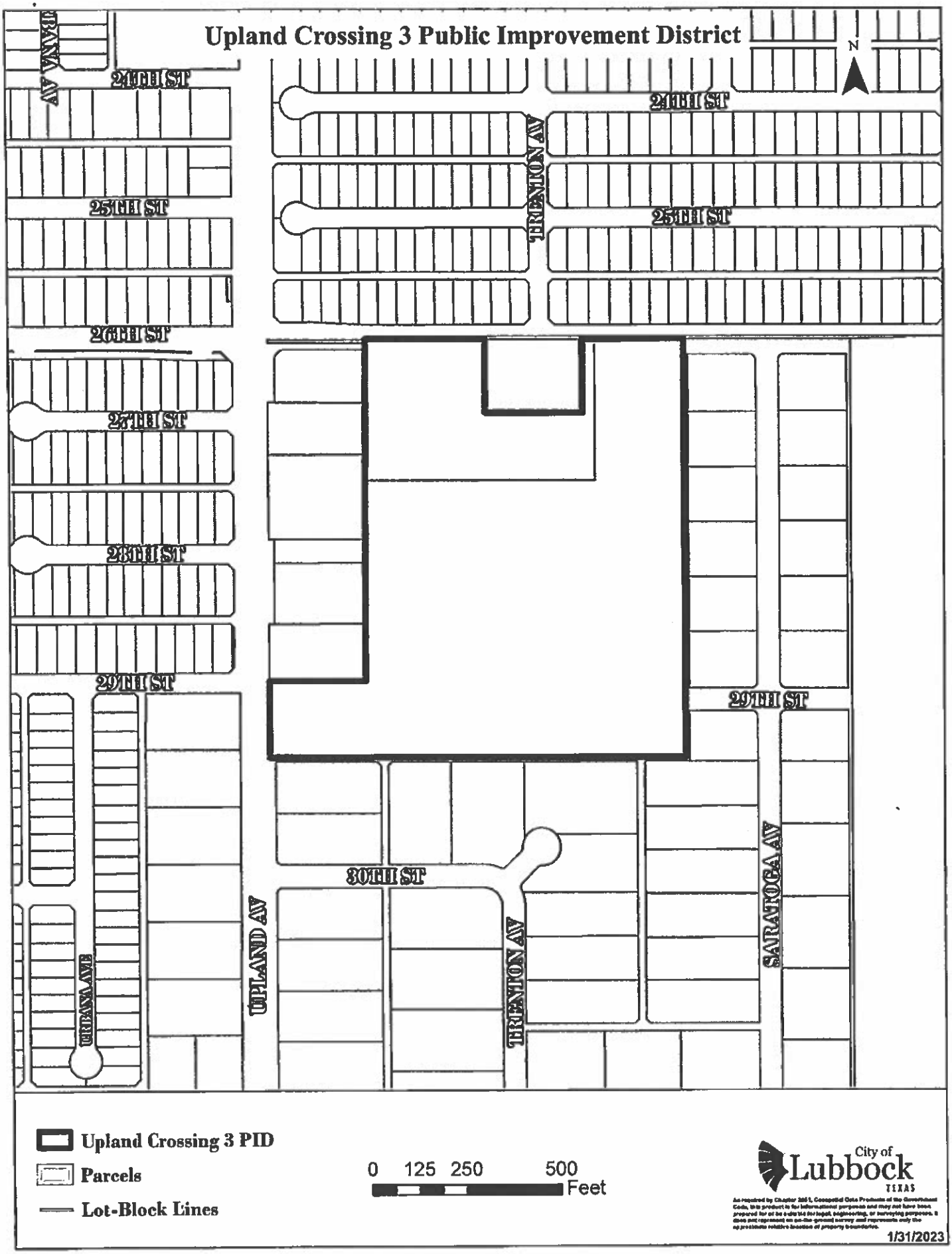
**Revised 1/20/2022 Corrected the bearing on the 8th call

210574 Sec 43 Blk AK, Turner Tract

6515 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPLS Reg #101785-00

Office: (806) 771-5976
Fax (806) 771-7625


Upland Crossing 3 Public Improvement District
N
24TH ST
25TH ST
26TH ST
27TH ST
28TH ST
29TH ST
30TH ST
TRENTON AV
UPLAND AV
SARATOGA AV
URBANA AVE
Upland Crossing 3 PID
Parcels
Lot-Block Lines
0 125 250 500
Feet
City of Lubbock
TEXAS
1/31/2023

Upland Crossing 3
Public Improvement District

2023 SERVICE AND ASSESSMENT PLAN

FEBRUARY 16, 2023

City of Lubbock TEXAS

City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Service and Assessment Plan
February 16, 2023

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City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Service and Assessment Plan
February 16, 2023

Plan Description and Defined Terms

A. Introduction

Chapter 372 of the Texas Local Government Code, Improvement Districts in Municipalities and Counties" (as amended, the "PID Act"), governs the creation of public improvement districts within the State of Texas. The City of Lubbock created the Upland Crossing 3 Public Improvement District (the "PID") to maintain the public improvements associated with the Upland Crossing 3 planned development and for the benefit of certain property in the PID, all of which is located within the City. (Capitalized terms used herein shall have the meanings ascribed to them in Section I.B of this Service and Assessment Plan.)

This Service and Assessment Plan has been prepared pursuant to Sections 372.013, 372.014, 372.015 and 372.016 of the PID Act. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is included in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act states that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act states that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Costs of the improvements to the property in the PID is included in Sections V and VI of this Service and Assessment Plan.

Section 372.016 of the PID Act states that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as ***Exhibit C*** of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Section V of this Service and Assessment Plan.

The City Council shall make all determinations necessary herein.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments levied hereby

shall be binding upon the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns. The Assessments shall have lien priority as specified in the PID Act.

This Service and Assessment Plan provides for maintenance of improvements benefiting the entire area of the Upland Crossing 3 PID.

B. Definitions

The terms used herein shall have the following meanings.

"Annual Service Plan Amendment" has the meaning set forth in the first paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means, for any year, parcels within the PID.

"Assessment" means, with respect to each Parcel, the assessment imposed against such Parcel pursuant to the Assessment Ordinance and the provisions therein, as shown on the Assessment Roll, subject to reallocation among Parcels and reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means the Assessment Ordinance approved by the City Council approving and adopting this Service and Assessment Plan.

"Assessment Roll" means the document included in this Service and Assessment Plan as ***Exhibit C***, as updated, modified, or amended annually in accordance with the procedures set forth herein and in the PID Act.

"City" means City of Lubbock, Texas.

"City Council" means the duly elected governing body of the City.

"Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the maintenance of the public improvements, operation, and other supplemental services, as described in ***Exhibit B*** of this Service and Assessment Plan.

"Developer" means Betenbough Homes, Inc.

"Legal Description" means the metes and bounds legal description of the PID area included as ***Exhibit A*** to the Service and Assessment Plan.

"Improvement Project" means the maintenance of the public improvements that will provide a special benefit to the property in the PID and described in ***Exhibit B*** of this Service and Assessment Plan and Section 372.003 of the PID Act.

"Parcel" means a parcel identifed by either a tax map identification number assigned by the Lubbock County Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Lubbock County, Texas or identified by any other reasonable means determined by the City Council.

"PID" has the meaning set forth in the second paragraph of Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Map" means the map included as ***Exhibit A*** to the Service and Assessment Plan identifying the property included in the PID.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to Section 372.013, 372,014, 372.015, and 372.016 of the PID Act.

Section II
Property Included in the PID

The PID is located in the City of Lubbock, Texas. A map of the property included in the PID and a legal description is shown on Exhibit A to this Service and Assessment Plan.

The 21.646 acre development is expected to consist of approximately 100 residential units, drainage basin, and associated rights of way, landscaping, and infrastructure.

An explanation of the method of assessing property is included in Section V.

Section III
Description of the Improvement Project

The general nature of the proposed public improvements is: (i) acquisition, contruction, or drainage facilities or improvements, (ii) the design, construction, and maintenance of Parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green

spaces; landscaping, hardscape and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District.

The public improvements will be constructed by the Developer with no reimbursement from the PID. After analyzing the maintenance, operation, and other supplemental services related to the Public Improvements, the City has determined that the maintenance of the public improvements authorized by the PID Act, shown in Exhibit B, should be performed by the City and has further determined that these maintenance activities will be of special benefit to all the Assessed Property within the PID.

A. Maintenance of Public Improvements

The cost of the maintenance, operation and other supplemental services to be funded through assessments on Assessed Property is estimated at $10,000 in the first year and increases to $31,524 in the 5th year, with 2 percent annual growth thereafter. The budget for the maintenance, operation, and other supplemental services will be determined annually by the City and will be included in a Service Plan Amendment along with amendments to the Assessment Roll reflecting assessments (the "Maintenance Assessment") based on such budget for maintenance, operation and necessary supplemental services.

Section IV
Service Plan/Sources and Uses of Funds

Section 372.013 of the PID Act requires this Service and Assessment Plan to "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The Developer plans to make improvements at a cost of $250,000. The PID will not reimburse the Developer for those improvements. The PID will maintain the public improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for maintenance." Such annual update to this Service and Assessment Plan is herein referred to as the "Annual Service Plan Amendment." The Upland Crossing 3 PID will have no indebtedness and the PID assessments will fund the maintenance of the public improvements, operation, and other supplemental services. The table below shows estimated sources and uses of funds including the projected cost of maintaining the public improvements.

City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Service and Assessment Plan
February 16, 2023

	Proposed Budget	Projected				
Tax Year	2023	2024	2025	2026	2027	Totals
Property Values (Taxable) *	58,165	17,559,328	17,910,515	18,268,725	18,634,100	18,634,100
Discounted Property Values	52,349	15,803,395	16,119,463	16,441,853	16,770,690	16,770,690
Fiscal Year Revenues	2023-24	2024-25	2025-26	2026-27	2027-28	Totals*
Interest Earnings	$ -	-	71	47	21	$ 139
Assessment @ $0.18	94	28,446	29,015	29,595	30,187	117,338
Total	$ 94	28,446	29,086	29,642	30,208	$ 117,477
Expenses						
Basin Park Maintenance	$ -	-	15,000	15,300	15,606	$ 45,906
Annual Operating Cost	6,000	6,000	6,120	6,242	6,367	30,730
Administrative Costs	4,000	9,000	9,180	9,364	9,551	41,094
Total	$ 10,000	15,000	30,300	30,906	31,524	$ 117,730
Cash Reserve	$ (9,906)	3,540	2,326	1,062	1,011	$ 1,011
Assessment Information for $100,000 Home	$180					

The sources and uses of funds table is subject to revision each year.

Section V
Assessment Plan

The PID was created and the assessment is being levied pursuant to Section 372.015 of the PID Act, "Determination of Assessment."

A. Allocation of assessment
- Properties will be assessed based on the City's 2023 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- Assessment will be $0.18 per $100 valuation
- All property will be assessed based on the final 2023 "net taxable value".

Section VI
Terms of the Assessments

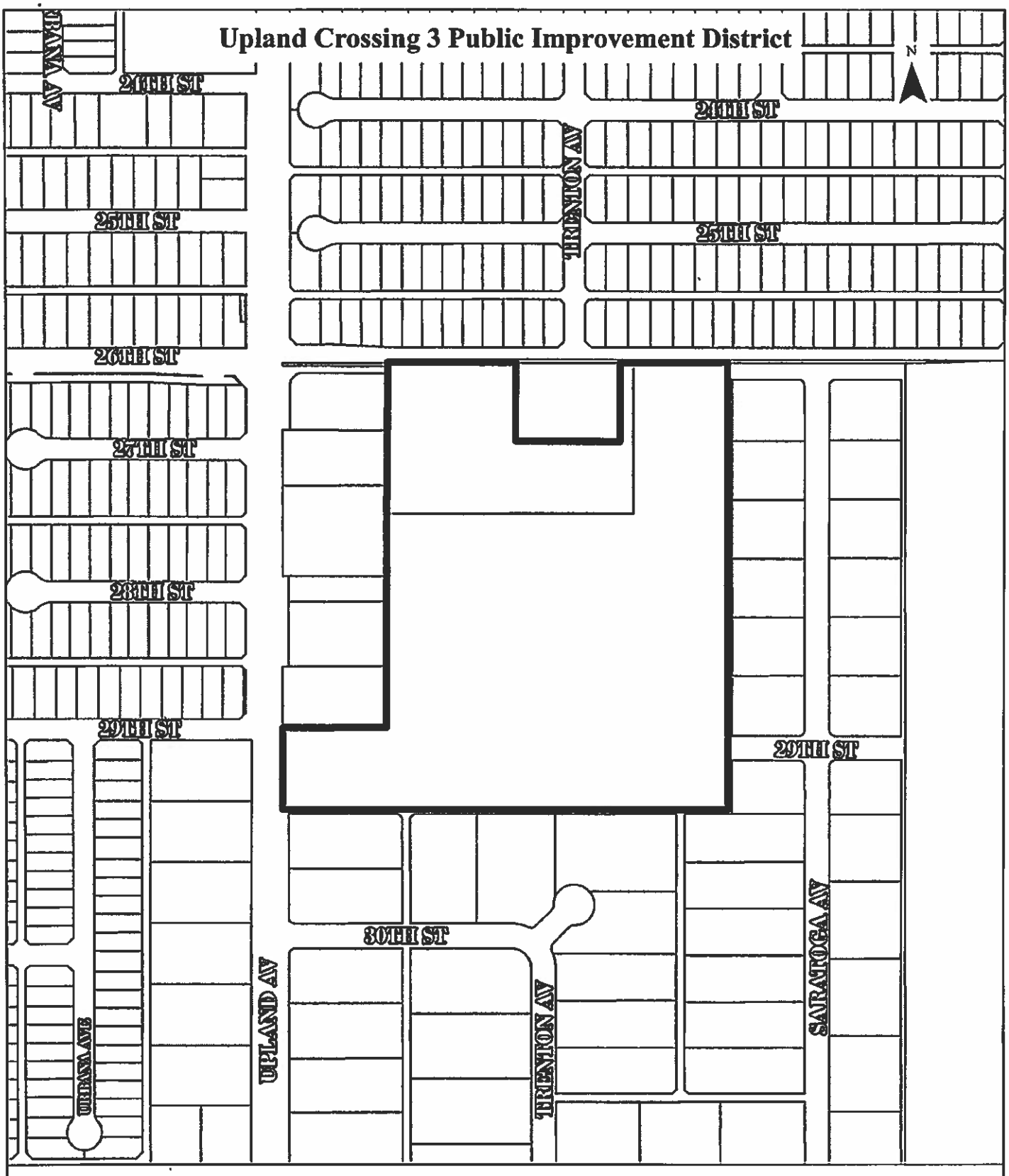
The annual assessment for each parcel within the PID shall be shown on the assessment roll. The amount of the assessment could change each year when the Service and Assessment Plan are

adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative costs.

List of Exhibits

Exhibit A	PID Legal Description and Map
Exhibit B	Service Plan – Five Year Plan
Exhibit C	Assessment Roll

Upland Crossing 3 Public Improvement District



Upland Crossing 3 PID

Parcels

Lot-Block Lines

0 125 250 500 Feet

City of Lubbock TEXAS

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.

1/31/2023

A 21.646 ACRE TRACT IN THE SOUTHWEST QUARTER OF SECTION 43, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 184, LUBBOCK COUNTY, TEXAS

A 21.646 acre tract of land located in the Southwest Quarter (SW/4) of Section 43, Block AK, E.L. & R.R. RR. Co. Survey, Abstract Number 184, Lubbock County, Texas, being all of that certain tract of land described as 17.70 acres in a Warranty Deed recorded in Volume 1472, Page 646 of the Deed Records of Lubbock County, Texas, and a portion of that certain tract of land described as 4.25 acres in a Warranty Deed recorded in Volume 6043, Page 101 of the Real Property Records of Lubbock County, Texas, said 21.646 acre tract being further described by metes and bounds as follows:

BEGINNING at a "MAG" nail set in the centerline of Upland Avenue and in the west line of said Section 43 at the southwest corner of said 17.70 acre tract, same being the most westerly northwest corner of the plat limits of Pine Hills Addition, a subdivision according to the map, plat and/or dedication deed thereof recorded in Volume 1709, Page 661 of the Deed Records of Lubbock County, Texas, and for the southwest corner of these plat limits, having coordinates of Northing: 7,270,725.47 and Easting: 910,383.41 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found at the southwest corner of said Section 43 bears S. 01° 52' 44" W. a distance of 1539.75 feet, said section corner having coordinates of Northing: 7,269,186.91 and Easting: 910,332.94 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 52' 44" E., along the centerline of Upland Avenue and the west line of said Section 43 at a distance of 170.25 feet pass a railroad spike found, continuing for a total distance of 204.33 feet to a "MAG" nail set for the most westerly northwest corner of these plat limits, same being the southwest corner of that certain 1.00 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2018003570 of the Official Public Records of Lubbock County, Texas;

THENCE S. 88° 08' 32" E., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the east right-of-way line of Upland Avenue, herein dedicated, continuing at a distance of 55.61 feet pass a 1/2" iron rod with a green broken cap found, continuing for a total distance of 296.24 feet to a 1/2" iron rod with a cap marked "RPLS 4460" found at the southeast corner of said 1.00 acre tract for an ell corner of these plat limits;

THENCE N. 01° 48' 47" E., along the east lines of five tracts of land, being: (1) said 1.00 acre tract, (2) Lynch Addition, Lots 1-A and 1-B, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 8252, Page 220 of the Official Public Records of Lubbock County, Texas, (3) that certain 1.50 acre tract of land described in a Warranty Deed recorded in Volume 2783, Page 126 of the Real Property Records of Lubbock County, Texas, (4) that certain 0.94 acre tract of land described in a Warranty Deed recorded in Volume 4827, Page 188 of the Real Property Records of Lubbock County, Texas, and (5) Crenwelge Addition, Lot 1, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5116, Page 195 of the Real Property Records of Lubbock County, Texas, at a distance of 868.45 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of 26th Street, herein dedicated, continuing for a total distance a distance of 900.45 feet to a 1/2" iron rod with a cap marked "AMD ENG" set in the north line of said Southwest Quarter (SW/4) for the northwest corner of said 4.25 acre tract and the most northerly northwest corner of these plat limits, having coordinates of Northing: 7,271,819.82 and Easting: 910,714.61 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a cotton spindle found in the centerline of said Upland Avenue at the west quarter corner of said Section 43 bears N. 88° 11' 07" W. a distance of 295.21 feet, said quarter section corner having coordinates of Northing: 7,271,829.17 and Easting: 910,419.61 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone,

THENCE S. 88° 11' 07" E., along the north line of said Southwest Quarter (SW/4), a distance of 317.51 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for a corner of these plat limits;

THENCE S. 01° 54' 23" W., at a distance of 32.00 feet pass a 1/2" iron rod with a cap marked "AMD ENG" set in the south right-of-way line of said 26th Street, continuing for a total distance of 200.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for an ell corner of these plat limits;

THENCE S. 88° 11' 07" E. a distance of 256.23 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for an ell corner of these plat limits;

THENCE N. 01° 54' 23" E., at a distance of 168.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of said 26th Street, continuing for a total distance a distance of 200.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the north line of said Southwest Quarter (SW/4) for a corner of these plat limits;

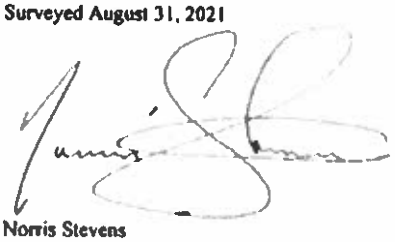
THENCE S. 88° 11' 07" E., along the north line of said Southwest Quarter (SW/4), a distance of 272.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the northeast corner of said 17.70 acre tract and these plat limits, having coordinates of Northing: 7,271,793.04 and Easting: 911,559.72 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

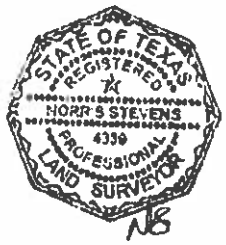
THENCE S. 01° 54' 23" W., along the west plat limits of said Pine Hills Addition at a distance of 32.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of said 26th Street, continuing at a distance of 45.69 feet pass the south right-of-way line of 26th Street as dedicated with the plat of said Pine Hills Addition, continuing for a total distance of 1105.33 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set at an ell corner of the plat limits of said Pine Hills Addition for the southeast corner of said 17.70 acre tract and these plat limits, having coordinates of Northing: 7,270,688.59 and Easting: 911,522.96 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 08' 47" W., at a distance of 1085.42 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the east right-of-way line of said Upland Avenue, continuing for a total distance of 1140.42 feet to the **Point of Beginning.** Bearings and coordinates are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The convergence angle to True North is -1° 53' 35.55" and the combined scale factor is 0.99975986. Distances are at surface, in U.S. survey feet.

I, Norris Stevens, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed August 31, 2021





NS

2-01-2023

Norris Stevens
Registered Professional Land Surveyor,
State of Texas, Seal No. 4339

**Revised 1/20/2022 Corrected the bearing on the 8th call

210574 Sec 43 Blk AK, Turner Tract.

Exhibit B
City of Lubbock, TX
Finance Department
Upland Crossing 3 Public Improvement District
2023 Preliminary Service Plan
February 16, 2023

Service Plan

	Proposed Budget	Projected				
Tax Year	**2023**	**2024**	**2025**	**2026**	**2027**	**Totals**
Property Values (Taxable) *	58,165	17,559,328	17,910,515	18,268,725	18,634,100	18,634,100
Discounted Property Values	52,349	15,803,395	16,119,463	16,441,853	16,770,690	16,770,690
Fiscal Year Revenues	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**Totals***
Interest Earnings	$ -	-	71	47	21	$ 139
Assessment @ $0.18	94	28,446	29,015	29,595	30,187	117,338
Total	**$ 94**	**28,446**	**29,086**	**29,642**	**30,208**	**$ 117,477**
Expenses						
Basin Park Maintenance	$ -	-	15,000	15,300	15,606	$ 45,906
Annual Operating Cost	6,000	6,000	6,120	6,242	6,367	30,730
Administrative Costs	4,000	9,000	9,180	9,364	9,551	41,094
Total	**$ 10,000**	**15,000**	**30,300**	**30,906**	**31,524**	**$ 117,730**
Cash Reserve	$ (9,906)	3,540	2,326	1,062	1,011	$ 1,011

Assessment Information for $100,000 Home $180

Attachment 1

2023 Service and Assessment Plan Required Attachment

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

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

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

CONCERNING THE FOLLOWING PROPERTY

(insert property address)

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

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

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

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

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

Date: _____ _____

Signature of Purchaser

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

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS

Signature of Purchaser

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

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS

CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

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

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

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

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

Date: _____ _____

Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

(3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;

(4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;

(5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(6) from one co-owner to another co-owner of an undivided interest in the real property;

(7) to a spouse or a person in the lineal line of consanguinity of the seller;

(8) to or from a governmental entity; or

(9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice.

Added by Acts 2005, 79th Leg., Ch. 1085 (H.B. 1919), Sec. 1, eff. January 1, 2006.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 20.002, eff. September 1, 2009.

Acts 2021, 87th Leg., R.S., Ch. 253 (H.B. 1543), Sec. 3, eff. September 1, 2021.

Exhibit C
City of Lubbock, TX
Upland Crossing 3 Public Improvement District
2023 Assessment Roll
(Provided by LCAD 2-8-23)

Property ID	PartyName	PartyAddress	SitusAddress	LegalDescription	2023 Market Value	2023 Estimated Taxable Value	2023 Estimated Assessment
R150427	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-	LUBBOCK 79407	BLK AK SEC 43 AB 184 TR 13A AC: 3.8235	16,059	16,059	$ 28.91
R32832	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	LUBBOCK 79407	BLK AK SEC 43 AB 184 TR 1 ACS: 17.7	42,106	42,106	75.79
					58,165	**58,165**	**$ 104.70**

Exhibit B

Upland Crossing 3
Public Improvement District

2024 AMENDED SERVICE AND ASSESSMENT PLAN

AUGUST 27, 2024

City of Lubbock TEXAS

City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Amended Service and Assessment Plan
August 27,2024

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Section VI: Terms of the Assessments 6

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Exhibit A - PID Legal Description and Map A-1

Exhibit B – Assessment Roll B-1

Exhibit C – PID Assessment Notice C-1

City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Amended Service and Assessment Plan
August 27,2024

Plan Description and Defined Terms

A. Introduction

Chapter 372 of the Texas Local Government Code, Improvement Districts in Municipalities and Counties" (as amended, the "PID Act"), governs the creation of public improvement districts within the State of Texas. The City of Lubbock created the Upland Crossing 3 Public Improvement District (the "PID") to maintain the public improvements associated with the Upland Crossing 3 planned development and for the benefit of certain property in the PID, all of which is located within the City. (Capitalized terms used herein shall have the meanings ascribed to them in Section I.B of this Amended Service and Assessment Plan.)

This Amended Service and Assessment Plan has been prepared pursuant to Sections 372.013, 372.014, 372.015 and 372.016 of the PID Act. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is included in Section IV of this Amended Service and Assessment Plan.

Section 372.014 of the PID Act states that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Amended Service and Assessment Plan.

Section 372.015 of the PID Act states that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Costs of the improvements to the property in the PID is included in Sections V and VI of this Amended Service and Assessment Plan.

Section 372.016 of the PID Act states that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as ***Exhibit B*** of this Amended Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Section V of this Amended Service and Assessment Plan.

The City Council shall make all determinations necessary herein.

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

This Amended Service and Assessment Plan provides for maintenance of improvements benefiting the entire area of the Upland Crossing 3 PID.

B. Definitions

The terms used herein shall have the following meanings.

"Annual Service Plan Amendment" has the meaning set forth in the first paragraph of Section IV of this Amended Service and Assessment Plan.

"Assessed Property" means, for any year, parcels within the PID.

"Assessment" means, with respect to each Parcel, the assessment imposed against such Parcel pursuant to the Assessment Ordinance and the provisions therein, as shown on the Assessment Roll, subject to reallocation among Parcels and reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means the Assessment Ordinance approved by the City Council approving and adopting this Amended Service and Assessment Plan.

"Assessment Roll" means the document included in this Amended Service and Assessment Plan as ***Exhibit B***, as updated, modified, or amended annually in accordance with the procedures set forth herein and in the PID Act.

"City" means City of Lubbock, Texas.

"City Council" means the duly elected governing body of the City.

"Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the maintenance of the public improvements, operation, and other supplemental services, as described in ***Section IV*** of this Amended Service and Assessment Plan.

"Developer" means Betenbough Homes, Inc.

"Legal Description" means the metes and bounds legal description of the PID area included as ***Exhibit A*** to this Amended Service and Assessment Plan.
"Improvement Project" means the maintenance of the public improvements that will provide a special benefit to the property in the PID and described in ***Section IV*** of this Amended Service and Assessment Plan and Section 372.003 of the PID Act.

"Parcel" means a parcel identified by either a tax map identification number assigned by the Lubbock County Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Lubbock County, Texas or identified by any other reasonable means determined by the City Council.

"PID" has the meaning set forth in the second paragraph of Section I.A of this Amended Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Map" means the map included as ***Exhibit A*** to this Amended Service and Assessment Plan identifying the property included in the PID.

"Service and Assessment Plan" means this Amended Service and Assessment Plan prepared for the PID pursuant to Section 372.013, 372,014, 372.015, and 372.016 of the PID Act.

Section II
Property Included in the PID

The PID is located in the City of Lubbock, Texas. A map of the property included in the PID and a legal description is shown on Exhibit A to this Amended Service and Assessment Plan.

The 21.646-acre development is expected to consist of approximately 100 residential units, drainage basin, and associated rights of way, landscaping, and infrastructure.

An explanation of the method of assessing property is included in Section V.

Section III
Description of the Improvement Project

The general nature of the proposed public improvements is: (i) acquisition, construction, or drainage facilities or improvements, (ii) the design, construction, and maintenance of Parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways,

lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District.

The public improvements will be constructed by the Developer with no reimbursement from the PID. After analyzing the maintenance, operation, and other supplemental services related to the Public Improvements, the City has determined that the maintenance of the public improvements authorized by the PID Act, shown in Exhibit B, should be performed by the City and has further determined that these maintenance activities will be of special benefit to all the Assessed Property within the PID.

A. Maintenance of Public Improvements

The cost of the maintenance, operation and other supplemental services to be funded through assessments on Assessed Property is estimated at $10,881 in FY 2023-24 and increases to $27,384 in FY 2028-29, with 2 percent annual growth thereafter. The budget for the maintenance, operation, and other supplemental services will be determined annually by the City and will be included in a Service Plan Amendment along with amendments to the Assessment Roll reflecting assessments (the "Maintenance Assessment") based on such budget for maintenance, operation and necessary supplemental services.

Section IV
Service Plan/Sources and Uses of Funds

Section 372.013 of the PID Act requires the Service and Assessment Plan to "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The Developer plans to make improvements at a cost of $250,000. The PID will not reimburse the Developer for those improvements. The PID will maintain the public improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for maintenance." Such annual update to this Amended Service and Assessment Plan is herein referred to as the "Annual Service Plan Amendment." The Upland Crossing 3 PID will have no indebtedness and the PID assessments will fund the maintenance of the public improvements, operation, and other supplemental services. The table below shows estimated sources and uses of funds including the projected cost of maintaining the public improvements.

City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Amended Service and Assessment Plan
August 27,2024

Service Plan

	Adopted Budget	Proposed Budget	Projected				
Tax Year	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**Totals**
Property Values (Taxable) *	58,165	10,209,130	15,663,313	21,926,579	22,365,110	22,812,413	22,812,413
Discounted Property Values	52,349	9,188,217	14,096,981	19,733,921	20,128,599	20,531,171	20,531,171
Fiscal Year Revenues	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**Totals***
Interest Earnings	$ -	-	-	201	389	584	$ 1,173
Assessment @ $0.18	94	16,539	25,375	35,521	36,231	36,956	150,716
Total	**$ 94**	**16,539**	**25,375**	**35,722**	**36,620**	**37,540**	**$ 151,889**
Expenses							
Basin Park Maintenance	$ -	-	-	15,000	15,300	15,606	$ 45,906
Annual Operating Cost	6,000	4,332	4,419	4,507	4,597	4,689	28,544
Administrative Costs	4,000	6,549	6,680	6,814	6,950	7,089	38,081
Total	**$ 10,000**	**10,881**	**11,099**	**26,321**	**26,847**	**27,384**	**$ 112,531**
Cash Reserve	$ (9,906)	(4,248)	10,028	19,429	29,202	39,358	$ 39,358

Assessment Information for $100,000 Home $180

The sources and uses of funds table is subject to revision each year.

Section V
Assessment Plan

The PID was created and the assessment is being levied pursuant to Section 372.015 of the PID Act, "Determination of Assessment."

A. Allocation of assessment
- Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- Assessment will be $0.18 per $100 valuation
- All property will be assessed based on the final 2024 "net taxable value".

Section VI
Terms of the Assessments

The annual assessment for each parcel within the PID shall be shown on the assessment roll. The amount of the assessment could change each year when the Service and Assessment Plan are

adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative costs.

List of Exhibits

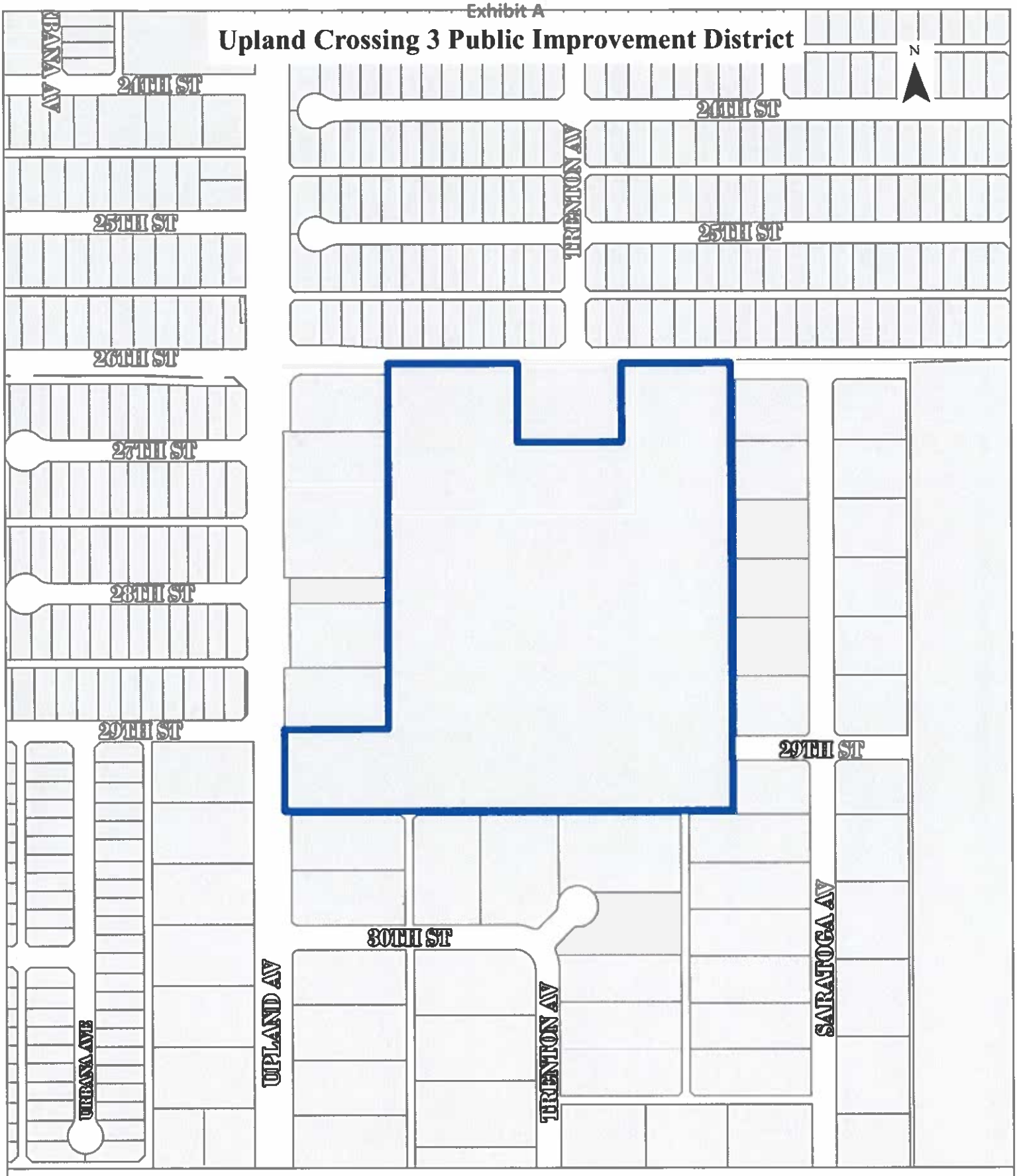
Exhibit A PID Legal Description and Map

Exhibit B Assessment Roll

Exhibit C PID Assessment Notice

Exhibit A

Upland Crossing 3 Public Improvement District



Upland Crossing 3 PID

Parcels

Lot-Block Lines

0 125 250 500 Feet

City of Lubbock TEXAS

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.

1/31/2023

AMD Engineering and Surveying

A 21.646 ACRE TRACT IN THE SOUTHWEST QUARTER OF SECTION 43, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 184, LUBBOCK COUNTY, TEXAS

A 21.646 acre tract of land located in the Southwest Quarter (SW/4) of Section 43, Block AK, E.L. & R.R. RR. Co. Survey, Abstract Number 184, Lubbock County, Texas, being all of that certain tract of land described as 17.70 acres in a Warranty Deed recorded in Volume 1472, Page 646 of the Deed Records of Lubbock County, Texas, and a portion of that certain tract of land described as 4.25 acres in a Warranty Deed recorded in Volume 6043, Page 101 of the Real Property Records of Lubbock County, Texas, said 21.646 acre tract being further described by metes and bounds as follows:

BEGINNING at a "MAG" nail set in the centerline of Upland Avenue and in the west line of said Section 43 at the southwest corner of said 17.70 acre tract, same being the most westerly northwest corner of the plat limits of Pine Hills Addition, a subdivision according to the map, plat and/or dedication deed thereof recorded in Volume 1709, Page 661 of the Deed Records of Lubbock County, Texas, and for the southwest corner of these plat limits, having coordinates of Northing: 7,270,725.47 and Easting: 910,383.41 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found at the southwest corner of said Section 43 bears S. 01° 52' 44" W. a distance of 1539.75 feet, said section corner having coordinates of Northing: 7,269,186.91 and Easting: 910,332.94 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 52' 44" E., along the centerline of Upland Avenue and the west line of said Section 43 at a distance of 170.25 feet pass a railroad spike found, continuing for a total distance of 204.33 feet to a "MAG" nail set for the most westerly northwest corner of these plat limits, same being the southwest corner of that certain 1.00 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2018003570 of the Official Public Records of Lubbock County, Texas;

THENCE S. 88° 08' 32" E., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the east right-of-way line of Upland Avenue, herein dedicated, continuing at a distance of 55.61 feet pass a 1/2" iron rod with a green broken cap found, continuing for a total distance of 296.24 feet to a 1/2" iron rod with a cap marked "RPLS 4460" found at the southeast corner of said 1.00 acre tract for an ell corner of these plat limits;

THENCE N. 01° 48' 47" E., along the east lines of five tracts of land, being: (1) said 1.00 acre tract, (2) Lynch Addition, Lots 1-A and 1-B, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 8252, Page 220 of the Official Public Records of Lubbock County, Texas, (3) that certain 1.50 acre tract of land described in a Warranty Deed recorded in Volume 2783, Page 126 of the Real Property Records of Lubbock County, Texas, (4) that certain 0.94 acre tract of land described in a Warranty Deed recorded in Volume 4827, Page 188 of the Real Property Records of Lubbock County, Texas, and (5) Crenwelge Addition, Lot 1, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5116, Page 195 of the Real Property Records of Lubbock County, Texas, at a distance of 868.45 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of 26th Street, herein dedicated, continuing for a total distance a distance of 900.45 feet to a 1/2" iron rod with a cap marked "AMD ENG" set in the north line of said Southwest Quarter (SW/4) for the northwest corner of said 4.25 acre tract and the most northerly northwest corner of these plat limits, having coordinates of Northing: 7,271,819.82 and Easting: 910,714.61 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a cotton spindle found in the centerline of said Upland Avenue at the west quarter corner of said Section 43 bears N. 88° 11' 07" W. a distance of 295.21 feet, said quarter section corner having coordinates of Northing: 7,271,829.17 and Easting: 910,419.61 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 88° 11' 07" E., along the north line of said Southwest Quarter (SW/4), a distance of 317.51 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for a corner of these plat limits;

THENCE S. 01° 54' 23" W., at a distance of 32.00 feet pass a 1/2" iron rod with a cap marked "AMD ENG" set in the south right-of-way line of said 26th Street, continuing for a total distance of 200.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for an ell corner of these plat limits;

AMD Engineering and Surveying

THENCE S. 88° 11' 07" E. a distance of 256.23 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for an ell corner of these plat limits;

THENCE N. 01° 54' 23" E., at a distance of 168.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of said 26th Street, continuing for a total distance a distance of 200.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the north line of said Southwest Quarter (SW/4) for a corner of these plat limits;

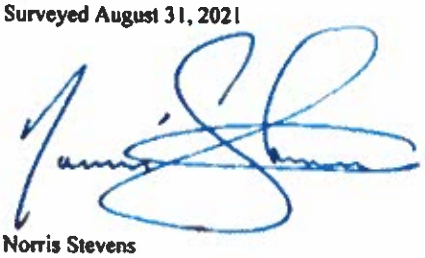
THENCE S. 88° 11' 07" E., along the north line of said Southwest Quarter (SW/4), a distance of 272.00 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the northeast corner of said 17.70 acre tract and these plat limits, having coordinates of Northing: 7,271,793.04 and Easting: 911,559.72 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

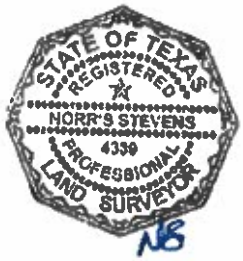
THENCE S. 01° 54' 23" W., along the west plat limits of said Pine Hills Addition at a distance of 32.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of said 26th Street, continuing at a distance of 45.69 feet pass the south right-of-way line of 26th Street as dedicated with the plat of said Pine Hills Addition, continuing for a total distance of 1105.33 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set at an ell corner of the plat limits of said Pine Hills Addition for the southeast corner of said 17.70 acre tract and these plat limits, having coordinates of Northing: 7,270,688.59 and Easting: 911,522.96 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 88° 08' 47" W., at a distance of 1085.42 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the east right-of-way line of said Upland Avenue, continuing for a total distance of 1140.42 feet to the **Point of Beginning.** Bearings and coordinates are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The convergence angle to True North is -1° 53' 35.55" and the combined scale factor is 0.99975986. Distances are at surface, in U.S. survey feet.

I, Norris Stevens, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed August 31, 2021





NS

2-01-2023

Norris Stevens
Registered Professional Land Surveyor,
State of Texas, Seal No. 4339

**Revised 1/20/2022 – Corrected the bearing on the 8th call

210574 Sec 43 Blk AK, Turner Tract.

Exhibit B
Upland Crossing 3 Public Improvement District
Assessment Roll and Estimated Assessment 2024 Tax Year

Property ID	Owner Name	Owner Address	Property Address	Property Legal Description	Prel. Taxable Value	Estimated 2024 Assessment
R349304	ASERON MARIA V & HUERTA JOSEPH	2631 TIFFIN AVE LUBBOCK, TX 79407	2631 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1124	230,808	$ 415.45
R349305	YOON JAECHUN & MAY HARRY & LILY	2629 TIFFIN AVE LUBBOCK, TX 79407	2629 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1125	229,706	413.47
R349306	OBEIRNE GARRETT & ANNELISE	2627 TIFFIN AVE LUBBOCK, TX 79407	2627 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1126	223,832	402.90
R349307	VADDER, BENJAMIN B	2625 TIFFIN AVE LUBBOCK, TX 79407	2625 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1127	203,854	366.94
R349308	ANDERSON, JAKE R	2623 TIFFIN AVE LUBBOCK, TX 79407	2623 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1128	218,525	393.35
R349309	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2621 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1129	204,196	367.55
R349310	GREEVER-SMITH TAYLOR & SMITH KEVIN	2619 TIFFIN AVE LUBBOCK, TX 79407	2619 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1130	178,908	322.03
R349311	ROBERTS KENDAL & NOLAN	2617 TIFFIN AVE LUBBOCK, TX 79407	2617 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1131	210,163	378.29
R349312	STANLEY, STEVE J	2615 TIFFIN AVE LUBBOCK, TX 79407	2615 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1132	186,204	335.17
R349313	SMITH RAYMOND & TINA	2613 TIFFIN AVE LUBBOCK, TX 79407	2613 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1133	205,331	369.60
R349314	BROTHERS, DINAH	2611 TIFFIN AVE LUBBOCK, TX 79407	2611 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1134	223,832	402.90
R349315	SUMNER, JAMES BROCK	2609 TIFFIN AVE LUBBOCK, TX 79407	2609 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1135	210,163	378.29
R349316	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2607 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1136	45,000	81.00
R349317	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2605 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1137	45,000	81.00
R349318	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2603 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1138	45,000	81.00
R349319	WALL ADDISON & RONNY & JALYN	2601 TIFFIN AVE LUBBOCK, TX 79407	2601 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1139	64,280	115.70
R349320	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2602 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1140	45,000	81.00
R349321	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2604 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1141	45,000	81.00
R349322	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2606 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1142	45,000	81.00
R349323	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2608 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1143	45,000	81.00
R349324	RUMFIELD SARA E & AARON	2610 TIFFIN AVE LUBBOCK, TX 79407	2610 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1144	275,882	496.59
R349325	NIEVES, JOSEPH	2612 TIFFIN AVE LUBBOCK, TX 79407	2612 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1145	199,245	358.64
R349326	HITT, VICKI	2614 TIFFIN AVE LUBBOCK, TX 79407	2614 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1146	210,163	378.29
R349327	DAQUIOAG MICHAEL R & MICHELLE U	2616 TIFFIN AVE LUBBOCK, TX 79407	2616 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1147	205,331	369.60
R349328	COLLIER, RYAN	2618 TIFFIN AVE LUBBOCK, TX 79407	2618 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1148	178,908	322.03
R349329	CHELAGIRI ROBY & DIMPLE	2620 TIFFIN AVE LUBBOCK, TX 79407	2620 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1149	199,245	358.64
R349330	MOORE, SAMMY RUSSELL, Jr	2622 TIFFIN AVE LUBBOCK, TX 79407	2622 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1150	186,204	335.17
R349331	TREVINO, LEONARD CHRISTOPHER	2624 TIFFIN AVE LUBBOCK, TX 79407	2624 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1151	195,647	352.16
R349332	MEDEIROS JOSEPH & ANNA-LISA	2626 TIFFIN AVE LUBBOCK, TX 79407	2626 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1152	188,277	338.90
R349333	NGUYEN NGOC NHAT & LE HUNG HOANG	2628 TIFFIN AVE LUBBOCK, TX 79407	2628 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1153	195,647	352.16
R349334	BARCHEERS KACEE & ROBERT	2630 TIFFIN AVE LUBBOCK, TX 79407	2630 TIFFIN AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1154	199,245	358.64
R349335	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2807 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1155	45,000	81.00
R349336	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2805 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1156	45,000	81.00
R349337	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2803 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1157	45,000	81.00
R349338	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2801 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1158	45,000	81.00
R349339	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2713 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1159	45,000	81.00
R349340	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2711 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1160	45,000	81.00

Exhibit B
Upland Crossing 3 Public Improvement District
Assessment Roll and Estimated Assessment 2024 Tax Year

Property ID	Owner Name	Owner Address	Property Address	Property Legal Description	Prel. Taxable Value	Estimated 2024 Assessment
R349341	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2709 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1161	45,000	81.00
R349342	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2707 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1162	45,000	81.00
R349343	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2705 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1163	45,000	81.00
R349344	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2703 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1164	45,000	81.00
R349345	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2701 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1165	45,000	81.00
R349346	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2702 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1166	45,000	81.00
R349347	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2704 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1167	45,000	81.00
R349348	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2706 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1168	45,000	81.00
R349349	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2708 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1169	45,000	81.00
R349350	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2710 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1170	45,000	81.00
R349351	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2712 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1171	45,000	81.00
R349352	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2802 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1172	45,000	81.00
R349353	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2804 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1173	45,000	81.00
R349354	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2806 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1174	45,000	81.00
R349355	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2808 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1175	45,000	81.00
R349356	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2810 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1176	45,000	81.00
R349357	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2812 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1177	45,000	81.00
R349358	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2814 TRENTON AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1178	45,000	81.00
R349359	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2813 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1179	65,042	117.08
R349360	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2811 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1180	65,042	117.08
R349361	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2809 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1181	62,650	112.77
R349362	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2807 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1182	54,820	98.68
R349363	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2805 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1183	67,360	121.25
R349364	ALLEN KASSIDI & SHERRI & TIMOTHY	2803 TURNER AVE LUBBOCK, TX 79407	2803 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1184	61,738	111.13
R349365	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2801 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1185	117,259	211.07
R349366	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2717 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1186	45,000	81.00
R349367	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2715 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1187	158,550	285.39
R349368	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2713 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1188	61,738	111.13
R349369	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2711 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1189	64,735	116.52
R349370	WHITAKER ALVIN & JENNIFER	2709 TURNER AVE LUBBOCK, TX 79407	2709 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1190	201,518	362.73
R349371	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2707 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1191	158,550	285.39
R349372	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2705 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1192	158,550	285.39
R349373	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2703 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1193	68,052	122.49
R349374	BROOKS ANDREW S & MORIAH N	2701 TURNER AVE LUBBOCK, TX 79407	2701 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1194	223,878	402.98
R349375	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2702 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1195	189,517	341.13
R349376	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2704 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1196	64,708	116.47
R349377	BACA, JAVIER J	2706 TURNER AVE LUBBOCK, TX 79407	2706 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1197	186,204	335.17

Exhibit B
Upland Crossing 3 Public Improvement District
Assessment Roll and Estimated Assessment 2024 Tax Year

Property ID	Owner Name	Owner Address	Property Address	Property Legal Description	Prel. Taxable Value	Estimated 2024 Assessment
R349378	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2708 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1198	45,000	81.00
R349379	ALBUTRA, ETHEL	2710 TURNER AVE LUBBOCK, TX 79407	2710 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1199	185,290	333.52
R349380	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2712 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1200	127,581	229.65
R349381	LONG, MORGAN ELIZABETH	2714 TURNER AVE LUBBOCK, TX 79407	2714 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1201	185,290	333.52
R349382	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2716 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1202	64,280	115.70
R349383	SATTERFIELD, JACOB	2718 TURNER AVE LUBBOCK, TX 79407	2718 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1203	168,553	303.40
R349384	BARNHILL RENTAL PROPERTIES LLC	2720 TURNER AVENUE SERIES S STONERIDGE DR, VILLA 1 AMARILLO, TX 79124	2720 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1204	64,361	115.85
R349385	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2722 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1205	60,919	109.65
R349386	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2802 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1206	45,000	81.00
R349387	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2804 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1207	60,919	109.65
R349388	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2806 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1208	45,000	81.00
R349389	SIME, PAMELA	16206 COUNTY ROAD 1735 LUBBOCK, TX 79424	2808 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1209	61,738	111.13
R349390	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2810 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1210	45,000	81.00
R349391	BROOKS ANDREW & MORIAH	2701 TURNER AVE LUBBOCK, TX 79407	2812 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1211	115,145	207.26
R349392	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	2814 TURNER AVE, LUBBOCK, TX 79407	UPLAND CROSSING L 1212	45,000	81.00
R349393	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7245 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1213	45,000	81.00
R349394	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7243 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1214	45,000	81.00
R349395	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7241 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1215	45,000	81.00
R349396	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7239 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1216	45,000	81.00
R349397	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7237 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1217	45,000	81.00
R349398	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7235 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1218	45,000	81.00
R349399	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7233 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1219	45,000	81.00
R349400	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7231 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1220	45,000	81.00
R349401	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7229 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1221	45,000	81.00
R349402	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7227 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1222	45,000	81.00
R349403	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7225 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1223	45,000	81.00
R349404	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7223 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1224	45,000	81.00
R349405	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7221 29TH ST, LUBBOCK, TX 79407	UPLAND CROSSING L 1225	45,000	81.00
R349406	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	7201 28TH ST, LUBBOCK, TX 79407	UPLAND CROSSING TR O	11,547	20.78
					10,209,130	$ 18,376.43

Notice of Public Hearing for the Review of the Assessment Rate for the Upland Crossing 3 Public Improvement District

Please take notice that on August 27, 2024, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2024 assessment rate for property owners in the Upland Crossing 3 Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Business Development Department on the 9th Floor of Citizens Tower after August 8, 2024.

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

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

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $102,532 over the next five years. The estimated annual cost rises from $10,881 in FY 2024-25 to $27,384 in FY 2028-29. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.18 per $100.00 of valuation through tax year 2028.

Boundaries: The District is located wholly within the City of Lubbock, Texas. The Upland Crossing 3 Public Improvement District (PID) generally covers a 21.646-acre area bounded by 26th Street to the north, Pine Hills Estates to the east, 34th Street to the south and Upland Avenue to the west. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown, City of Lubbock Business Development Department at 806-775-3082.**

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing on the proposed 2024 Assessment Rate for the North Overton Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

The item includes a public hearing, and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the North Overton PID to speak in favor of, or in opposition to, the assessment to be levied in the North Overton PID for 2024. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 15, 2024, as required by statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objection to the proposed assessment.

The proposed assessment rate for 2024 is $0.18 per $100 valuation. This is the same rate as 2023. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance will be assessed for 2024. All property zoned single-family and two-family, will be assessed on a block-by-block basis as public improvements that will be maintained by PID funds are completed in that block.

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

Fiscal Impact

The assessments are deposited into a separate North Overton PID fund. The funds raised by the assessment will be used to provide landscape maintenance, street and pedestrian lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2024, based on preliminary values, is $971,095.

Staff/Board Recommending

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

Attachments

Ordinance
Exhibit A
Exhibit B
Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2024 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2024-25; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

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

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

WHEREAS, On October 23, 2003, the City Council passed Resolution No. 2003-R0492, approving the Service and Assessment Plan (the "Plan"), which has been reviewed and revised each year when necessary as set forth in "Exhibit B", attached hereto and incorporated herein, and contains a revised 2024 Plan for the District; and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 27, 2024, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2024 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2024 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.18 per $100.00 valuation for year 2024 through 2028, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: That the City Council after review of the Plan approves the method of assessing special benefits of services and improvements as set forth in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2024 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance have been assessed on an annual basis beginning January 1, 2004. All single-family and duplex-zoned property are assessed on a block-by-block basis determined by the public improvements to be maintained by the District's funds which are completed and existing in that block on January 1 of each year.

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

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 27, 2024 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are

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

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2024 city net taxable value in the manner described in the assessment attached hereto in "Exhibits B" and "C", shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2025 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2024.

Passed by the City Council on second reading on_____, 2024.

_____

MARK W. MCBRAYER, MAYOR

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ord. North Overton PID Assessment Ordinance 2024
August 27, 2024

EXHIBIT A

Resolution No. 2003-RO468
October 9, 2003
Item No. 75

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) That authorization of the proposed North Overton Public Improvement District with boundaries as described in Exhibits "B" and "C" for the purpose of enhancing security and public safety, providing maintenance of landscaping in the public rights-of-way, and providing public trolley service is advisable and will result in benefits to the City, its residents, and property owners, in general, and to the property, residents and property owners in the North Overton Public Improvement District.

c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $852,000 over the next five (5) years, and that the estimated annual cost rises from $86,100 in the first year to $254,700 in year five (5).

d) That the costs are based on a proposed assessment rate of $.15 per $100.00 of valuation through year 2010, decreasing to $0.10 per $100.00 of valuation in year 2011. Assessments to cover estimated costs of enhanced services and improvements are proposed to be applied to newly developed areas during the early years and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in the blocks containing those properties.

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

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

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

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

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

PASSED by the City Council this 9th day of October, 2003.

T.J. PATTERSON,
SENIOR COUNCIL MEMBER

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director
of Planning and Transportation

EXHIBIT A

APPROVED AS TO FORM:

Linda L. Chamales
Supervising Attorney, Office Practice

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

Exhibit "A"

PETITION TO CREATE THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT

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

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

Signature of person signing for owner _____ Date _____

Printed name of owner _____

Owner's printed name, if different from signer _____

Signer's relation to owner, if not owner _____

Signers mailing address _____

_____

Signer's day time phone number ( ) _____

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

_____
Property Address(es)

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

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

_____
Notary Pubic, State of Texas [Seal]

Printed name of Notary Public _____
My Commission expires _____

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

EXHIBIT A

NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT (PID)

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

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

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

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

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

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

North Overton Public Improvement District
Proposed Boundary Description
Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Then west along the northern right-of-way of the alley between Main Street and Broadway to the eastern right-of-way of Avenue W;

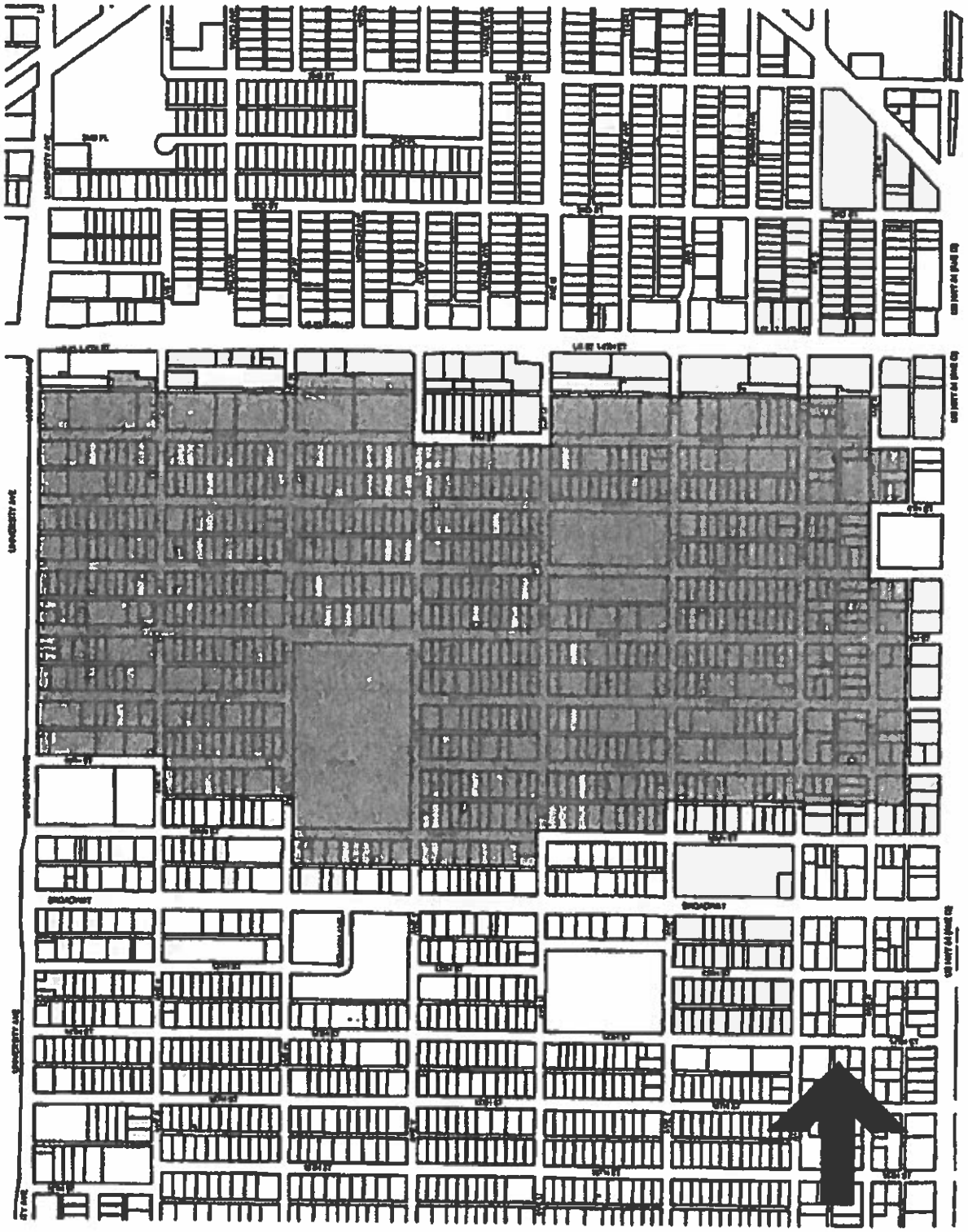
Then north to a point parallel to the northern right-of-way of the alley between Main Street and 10th Street,

Then west along the northern boundary of the alley to the eastern right-of-way of Avenue X,

Then north to the northeast corner of Avenue X and 10th Street;

Then west to the point of beginning.

EXHIBIT A Resolution No. 2003-R0468



Public Improvement District Boundary

North Overton Public Improvement District
June 2003 Exhibit C

Exhibit B
City of Lubbock, TX
Finance Department
North Overton Public Improvement District
Proposed 2024 Service and Assessment Plan

Method of Assessment

- Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04. Exhibit D reflects an estimation of assessments based on the preliminary 2024 values, however, the actual assessment will be based on the final 2024 net taxable values.
- Assessment will be $0.18/$100.00 valuation.
- All property zoned commercial and high - density residential under the City of Lubbock's Zoning Ordinance were assessed beginning January 1, 2004.
- All single-family and duplex-zoned property will be assessed on a block-by-block basis. Assessment will begin for property in a single-family or duplex-zoned block, at the time public improvements to be maintained by PID funds are completed in that block, as of January 1 of the assessed year.

Service Plan

	Adopted Budget	Proposed Budget	Projected				
Tax Year	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**Totals**
Property Values (Taxable Values)	560,862,866	567,891,990	573,570,910	$79,306,619	585,099,685	$90,950,682	$90,950,682
Discounted Property Values (95%)	532,819,722	539,497,391	544,892,364	$50,341,288	555,844,701	$61,403,148	$61,403,148
Fiscal Year Revenues	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**Totals***
Interest Earnings	55,838	74,997	56,870	45,350	33,672	21,830	$ 288,557
Assessment @ $0.18	959,076	971,095	980,806	990,614	1,000,520	1,010,526	5,912,638
Total	**1,014,914**	**1,046,093**	**1,037,676**	**1,035,965**	**1,034,192**	**1,032,355**	**$ 6,201,195**
Expenses							
Maintenance	500,000	725,000	725,000	725,000	725,000	725,000	4,125,000
Pioneer Park Maintenance	100,000	175,000	175,000	175,000	175,000	175,000	975,000
Repair	410,140	250,000	250,000	250,000	250,000	250,000	1,660,140
Public Improvement Projects	45,000	250,000	50,000	50,000	50,000	50,000	495,000
Park Equipment Maintenance	3,200	3,200	3,264	3,329	3,396	3,464	19,853
Electric Cost	28,000	35,000	35,700	36,414	37,142	37,885	210,141
Water Cost	70,400	75,000	76,500	78,030	79,591	81,182	460,703
Security	25,000	25,000	25,000	25,000	25,000	25,000	150,000
Administrative Cost	20,159	15,931	16,250	16,575	16,906	17,244	103,065
Annual Operating Cost	8,191	9,892	10,090	10,292	10,497	10,707	59,669
Total	**1,210,090**	**1,564,023**	**1,366,803**	**1,369,640**	**1,372,532**	**1,375,483**	**$ 8,258,571**
Cash Reserve	**2,142,782**	**1,624,852**	**1,295,724**	**962,049**	**623,709**	**280,582**	**$ 280,582**

*Property Value growth rate = 2% annually
**Expense growth rate = 2% annually
Assessment Information for $100,000 Home = $180

North Overton Public Improvement District
Public Hearing for the Review of the Assessment Rate
August 27, 2024 | 2:00 P.M.
Citizens Tower Council Chamber | 1314 Avenue K, Lubbock, TX 79401

Please take notice that on August 27, 2024, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2024 assessment rate for property owners in the North Overton Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Business Development Department on the 9th Floor of Citizens Tower after August 8, 2024.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the services and improvements to be performed by the District are to enhance security and public safety, and provide maintenance of landscaping and other public amenities in the public rights-of-way. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $7,048,481 over the next five years. The estimated annual cost rises from $1,564,023 in FY 2024-25 to $1,375,483 in FY 2028-29. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.18 per $100.00 of valuation through tax year 2028.

Boundaries: The District is located wholly within the City of Lubbock, Texas. The North Overton Public Improvement District boundary includes a portion of the area between Fourth Street on the north, Avenue Q to the east, 1/2 block past Main Street on the south, and University Avenue to the west. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown, City of Lubbock Business Development Department at 806-775-3082.**

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing on the proposed 2024 Assessment Rate for the Quincy Park Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Quincy Park PID to speak in favor of, or in opposition to, the assessment to be levied in the Quincy Park PID for 2024. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 15, 2024, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2024 is $0.14 per $100 valuation. This is $0.01 less than the previous year's assessment rate. All property will be assessed for 2024.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.14 per $100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The assessments are deposited into a separate Quincy Park PID fund. The funds raised by the assessment will be used to provide design, construction, and maintenance of the neighborhood park and playa lake and the 93rd Street median, together with any features or amenities, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2024, based on estimated values, is $246,669.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Director of Business Development
Quincy Park PID Advisory Board

Attachments

Ordinance

Exhibit A

Exhibit B

Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2024 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT DURING FY 2024-25; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On May 28, 2009 the City Council passed Resolution No. 2009-R0219, attached hereto and incorporated herein as "Exhibit A," which made certain findings concerning the advisability of creating the Quincy Park Public Improvement District (the "District"), authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On June 11, 2009, the City Council passed Resolution No. 2009-R0223, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. The revised 2024 Service and Assessment Plan (the "Plan") for the District is attached hereto as "Exhibit B"; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Plan; prepare a proposed assessment roll and file it with the City Secretary; and, schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 27, 2024 to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2024 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2024 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (the "Assessment Roll"), attached hereto as "Exhibit C"; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.14 per $100.00 of net taxable value through year 2028, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

Section 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

Section 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2024 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

Section 3: THAT the City Council hereby approves, adopts, and files with the City Secretary, the Assessment Roll. The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City Records. The Assessment Roll shall be subject to public inspection.

Section 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 27, 2024 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

Section 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the

City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

Section 6: THAT the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied. The City Council finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District. The City Council further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State. The City Council finds that the proceedings that the City has had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

Section 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2024 City net taxable value in the manner described in the assessment attached hereto and incorporated herein as "Exhibits B" and "C" shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

Section 8: THAT the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and the interest thereon, at the rate per annum, established in Section 9, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims, except liens and claims for ad valorem taxes, and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

Section 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2025 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad

valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

Section 10: THAT all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

Section 11: THAT the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

Section 12: THAT the City may contract with the Lubbock Central Appraisal District or any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2024.

Passed by the City Council on second reading on_____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
_____
Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ord. Quincy Park PID Assessment Ordinance 2024
August 27, 2024

EXHIBIT A

Resolution No. 2009-R0219
May 28, 2009
Item No. 6.8

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District) of an area within the City of Lubbock generally bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south and Quincy Avenue on the east, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a Quincy Park Public Improvement District under Chapter 372 of the Texas Local Government Code for the purpose of designing, constructing and maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "1," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas (the "City"); and

WHEREAS, the boundaries of the proposed Quincy Park Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "2" and shown on the map attached hereto as Exhibit "3"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the services, the estimated cost of the services, the proposed boundaries of the proposed Quincy Park Public Improvement District, the method of assessment, and the apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 28th day of May, 2009, at 10:00 o'clock a.m., in the Council Chambers of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interest person, or his/her representative, to appear and speak for or against the authorization of the Quincy Park Public Improvement District, the boundaries of the proposed public improvement district, whether all or a part of the territory which is described in Exhibit "2" attached hereto and depicted on the map attached hereto as Exhibit "3" should be included in such proposed Quincy Park Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of costs between the district and the city as a whole; and

WHEREAS, all owners of property located with the proposed Quincy Park Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the Quincy Park Public Improvement District and/or the inclusion of their property in such District; and

WHEREAS, the proponents of the Quincy Park Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Quincy Park Public Improvement District, and opponents of the Quincy Park Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; **NOW THEREFORE:**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the advisability of authorizing the Quincy Park Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

(b) That authorization of the proposed Quincy Park Public Improvement District with boundaries as described in Exhibits "2" and "3" for the purpose of designing, constructing and maintaining Parks and greens together with any ancillary structures, features or amenities such as

playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District is advisable and will result in benefits to the City, its residents and property owners in the Quincy Park Public Improvement District.

(c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $93,140.00 over the next five (5) years, and that the estimated annual cost rises from $15,000 in the year three to $39,140 in year five (5). Services anticipated are maintenance of 93rd Street median and entrances; maintenance of the park at 91st Street and Quitna; electric cost for lighting; and developer reimbursement for the cost of construction of said median and park.

(d) That the costs are based on a proposed assessment rate of $.15 per $100.00 of valuation through year 2017, decreasing to $0.07 per $100.00 of valuation in 2018.

(e) That as to apportionment of cost between the proposed District and the City, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3: That the City hereby authorizes under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit 2 attached hereto and depicted in the map attached hereto as Exhibit 3 and such public improvement district shall hereafter be identified as the Quincy Park Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the Quincy Park Public Improvement District. The City Council may appoint an Advisory Board for management of the District in the future.

SECTION 5: That the notice of this authorization for the Quincy Park Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council this 28th day of May, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rob Allison, Assistant City Manager
Development Services

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

as/cityatt/Linda/Quincy Park PID Establishment
May 14, 2009

EXHIBIT A

Exhibit "1"

Resolution No. 2009-R0219

CITY OF LUBBOCK	§
COUNTY OF LUBBOCK	§
STATE OF TEXAS	§

CERTIFICATE OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that one signature on the attached document has been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the property (as determined by the current roll of the Appraisal District) in the area known as Quincy Park, as shown on that attached map, AND owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal as required by Section 372.005(b) of the Texas Local Government Code; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 13th day of March, 2009.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

Resolution No. 2009-R0219

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO QUINCY PARK

RECEIVED
MAR 11 2009
CITY SECRETARY
LUBBOCK, TEXAS

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed construction and maintenance of the public improvements. The general nature of the proposed public improvements is: (i) the design, construction and maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District.

Section 3. Estimated cost of the proposed construction and maintenance of the public improvements: Construction of Improvements - $381,573.59. Annual maintenance costs - $32,000.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. An assessment methodology will be prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to

property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the costs of the public improvements and maintenance of the public improvements, property will be classified based on the value of the property, or upon a combination of size or type of improvement and value of property.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

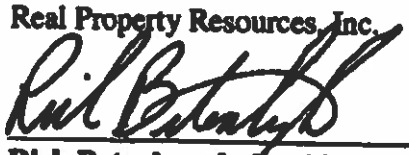
The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

EXHIBIT A

PETITIONERS:

Real Property Resources, Inc.



Rick Betenbough, President of Real Property Resources, Inc.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 5th day of March, 2009, before me, the undersigned Notary Public, personally appeared **Rick Betenbough** who acknowledged that he is **President of Real Property Resources, Inc.**, and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

CINDY DEAN
Notary Public, State of Texas
My Commission Expires 7-16-2012

Notary Public Signature

EXHIBIT A

DESCRIPTION OF A 177.1997 ACRE TRACT IN SECTION 27, BLOCK AK, ABST. 245 LUBBOCK COUNTY, TEXAS

A 177.1997 ACRE TRACT OF LAND LOCATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS AND BEING THAT CERTAIN 180.414 ACRE TRACT OF LAND, LESS THE RIGHT-OF-WAY DEDICATED FOR QUINCY AVENUE, DESCRIBED AND RECORDED IN VOLUME 8367, PAGE 338 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 177.1997 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23, THE SOUTHEAST CORNER OF SECTION 26 AND THE SOUTHWEST CORNER OF SECTION 27 OF SAID BLOCK AK FOR THE SOUTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,248,077.30 AND EASTING: 909,648.11, TEXAS COORDINATE SYSTEM TXNC ZONE 4202, NAD83 (CORS96), WHENCE A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE BEARS N. 46° 55' 59" E. A DISTANCE OF 77.69 FEET;

THENCE N. 01° 52' 06" E., ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2984.18 FEET TO A RAILROAD SPIKE SET AT THE SOUTHWEST CORNER OF THE PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 3504, PAGE 44 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 08' 17" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AT A DISTANCE OF 55.00 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF WAY LINE OF UPLAND AVENUE, CONTINUING FOR A TOTAL DISTANCE OF 369.76 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE N. 01° 53' 28" E., ALONG THE EAST LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 147.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 53' 25" E., ALONG THE EASTERLY LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A POINT OF INTERSECTION AND THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 06' 35" E., ALONG THE SOUTH LINE SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 1176.17 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND IN THE PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 1636, PAGE 624 OF THE DEED RECORDS OF LUBBOCK COUNTY AND THE WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE, SAME BEING THE SOUTHEST CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 53' 17" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE AND PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AT A DISTANCE OF 37.71 FEET PASS THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 88TH STREET, SAME BEING THE MOST WESTERLY NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 4363, PAGE 176 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 267.72 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 07' 11" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 501.09 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND IN THE WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE, FOR A CORNER OF THIS TRACT;

THENCE S. 01° 54' 44" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.13 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT THE SOUTH TERMINUS OF QUITMAN AVENUE AND A CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG THE SOUTH TERMINUS OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT AND THE EASTERLY RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF N. 46° 54' 26" E. AND DISTANCE OF 21.21 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF TANGENCY IN THE SOUTH RIGHT-OF-WAY LINE OF 89TH STREET FOR A CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 89TH STREET AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 425.90 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND THE WEST LINE OF THE PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 8928, PAGE 282 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION AT A DISTANCE OF 651.70 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION, SAME BEING THE NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 9959, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 1144.54 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 852.88 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 56.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 10' 42" E., ALONG THE SOUTH TERMINUS OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST LINE OF THAT CERTAIN 319.845 TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 7451, PAGE 120 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY FOR A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG THE WEST LINE OF SAID 319.845 ACRE TRACT AT A DISTANCE OF 545.91 PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 600.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE SOUTH LINE OF SAID SECTION 27 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 00' 08" W., ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 2612.56 FEET TO THE POINT OF BEGINNING. BEARINGS OF THIS SURVEY ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD83 (CORS96). CONVERGENCE ANGLE = -01° 58' 32". DISTANCES ARE ACTUAL SURFACE DISTANCES.

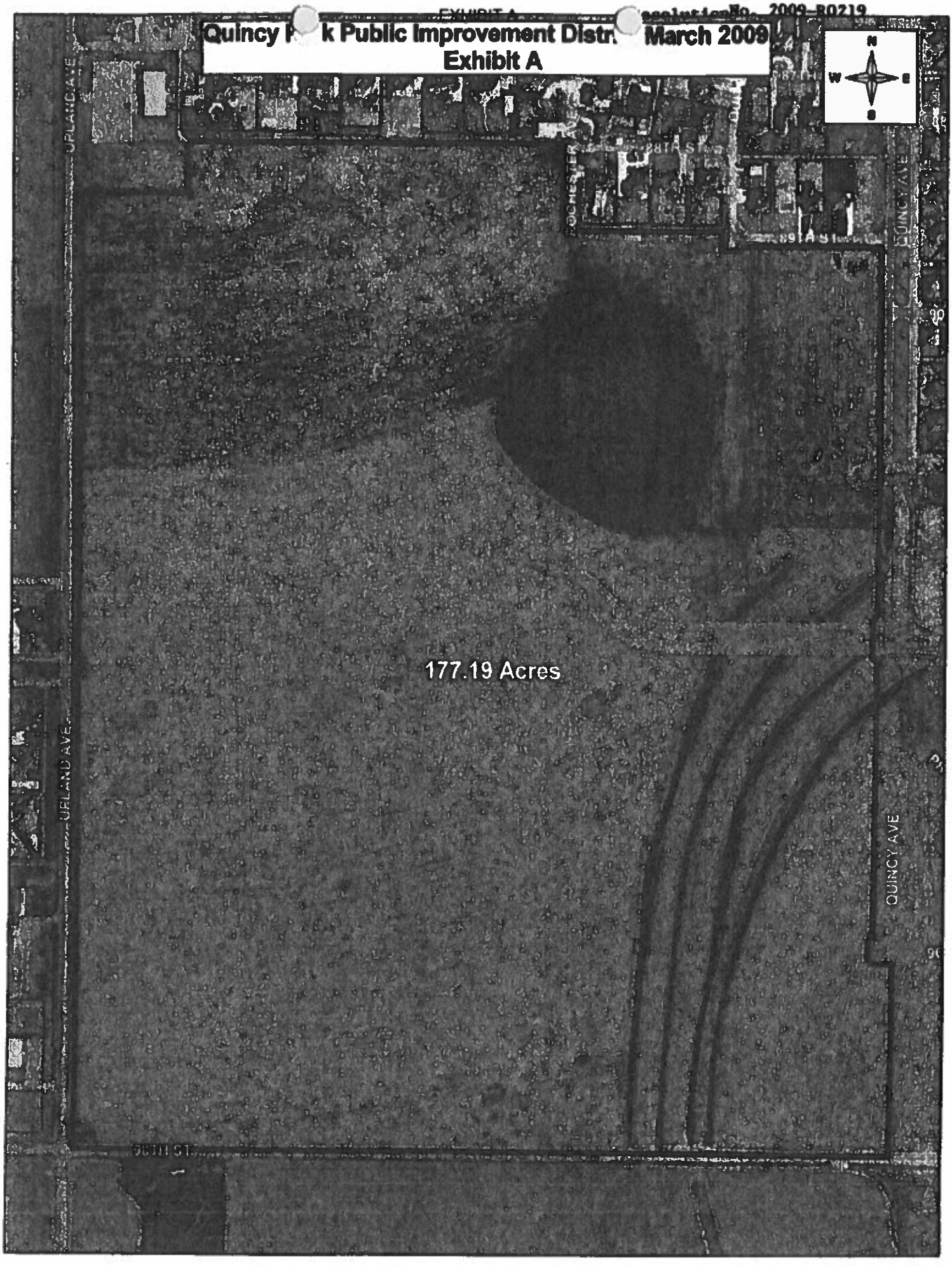


EXHIBIT A
Quincy Park Public Improvement Distr
March 2009
Exhibit A
N
W
E
S
URLAND AVE
QUINCY AVE
88TH ST
89TH ST
177.19 Acres

DESCRIPTION OF A 177.1997 ACRE TRACT IN SECTION 27, BLOCK AK, ABST. 245 LUBBOCK COUNTY, TEXAS

A 177.1997 ACRE TRACT OF LAND LOCATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS AND BEING THAT CERTAIN 180.414 ACRE TRACT OF LAND, LESS THE RIGHT-OF-WAY DEDICATED FOR QUINCY AVENUE, DESCRIBED AND RECORDED IN VOLUME 8367, PAGE 338 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 177.1997 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23, THE SOUTHEAST CORNER OF SECTION 26 AND THE SOUTHWEST CORNER OF SECTION 27 OF SAID BLOCK AK FOR THE SOUTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,248,077.30 AND EASTING: 909,648.11, TEXAS COORDINATE SYSTEM TXNC ZONE 4202, NAD83 (CORS96), WHENCE A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE BEARS N. 46° 55' 59" E. A DISTANCE OF 77.69 FEET;

THENCE N. 01° 52' 06" E., ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2984.18 FEET TO A RAILROAD SPIKE SET AT THE SOUTHWEST CORNER OF THE PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 3504, PAGE 44 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 08' 17" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AT A DISTANCE OF 55.00 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF WAY LINE OF UPLAND AVENUE, CONTINUING FOR A TOTAL DISTANCE OF 369.76 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE N. 01° 53' 28" E., ALONG THE EAST LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 147.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 53' 25" E., ALONG THE EASTERLY LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A POINT OF INTERSECTION AND THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 06' 35" E., ALONG THE SOUTH LINE SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 1176.17 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND IN THE PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 1636, PAGE 624 OF THE DEED RECORDS OF LUBBOCK COUNTY AND THE WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE, SAME BEING THE SOUTHEST CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 53' 17" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE AND PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AT A DISTANCE OF 37.71 FEET PASS THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 88TH STREET, SAME BEING THE MOST WESTERLY NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 4363, PAGE 176 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 267.72 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 07' 11" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 501.09 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND IN THE WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE, FOR A CORNER OF THIS TRACT;

Exhibit "2"

THENCE S. 01° 54' 44" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.13 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT THE SOUTH TERMINUS OF QUITMAN AVENUE AND A CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG THE SOUTH TERMINUS OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT AND THE EASTERLY RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF N. 46° 54' 26" E. AND DISTANCE OF 21.21 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF TANGENCY IN THE SOUTH RIGHT-OF-WAY LINE OF 89TH STREET FOR A CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 89TH STREET AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 425.90 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND THE WEST LINE OF THE PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 8928, PAGE 282 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION AT A DISTANCE OF 651.70 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION, SAME BEING THE NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 9959, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 1144.54 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 852.88 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 56.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 10' 42" E., ALONG THE SOUTH TERMINUS OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST LINE OF THAT CERTAIN 319.845 TRACT OF LAND DESCRIBED AND

Exhibit "2"

RECORDED IN VOLUME 7451, PAGE 120 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY FOR A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG THE WEST LINE OF SAID 319.845 ACRE TRACT AT A DISTANCE OF 545.91 PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 600.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE SOUTH LINE OF SAID SECTION 27 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 00' 08" W., ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 2612.56 FEET TO THE **POINT OF BEGINNING.** BEARINGS OF THIS SURVEY ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD83 (CORS96). CONVERGENCE ANGLE = -01° 58' 32". DISTANCES ARE ACTUAL SURFACE DISTANCES.

I, NORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED OCTOBER 5 AND DECEMBER 28, 2007

NORRIS STEVENS
R.P.L.S. 4339

SURVEYOR'S REPORT:

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. FOUND MONUMENTS ARE ACCEPTED AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

071006.

EXHIBIT A

Exhibit "3"

Resolution No. 2009-R0219

Exhibit B
City of Lubbock, TX
Finance Department
Quincy Park Public Improvement District
Proposed 2024 Service and Assessment Plan
Lower Assessment Rate by .01 cent

Method of Assessment

* Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.

* Assessment will be $0.14/$100.00 valuation

* All property will be assessed based on the final 2024 "net taxable value".

Service Plan

	Adopted Budget	Proposed Budget	Projected				
Calendar Year	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**Totals**
Property Values* (Taxable Values)	175,584,156	179,787,778	183,383,534	187,051,204	190,792,228	194,608,073	194,608,073
Discounted Property Values (98%)	172,072,473	176,192,022	179,715,863	183,310,180	186,976,384	190,715,911	190,715,911
Fiscal Year Revenues	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**Totals**
Interest Earnings	9,461	14,470	14,923	15,391	15,874	16,373	$ 86,491
Assessment @ $0.15	258,109						258,109
Assessment @ $0.14	-	246,669	251,602	256,634	261,767	267,002	1,283,675
Total	**267,570**	**261,139**	**266,525**	**272,025**	**277,641**	**283,375**	**$ 1,628,275**
Expenses							
Park & Median Maintenance	$ 75,000	75,000	76,500	78,030	79,591	81,182	$ 465,303
Repairs	25,000	25,000	25,500	26,010	26,530	27,061	155,101
Public Improvement Project	75,000	115,000	117,300	119,646	122,039	124,480	673,465
Park Equipment Maintenance	3,200	3,200	3,264	3,329	3,396	3,464	19,853
Electric Cost	4,000	4,000	4,080	4,162	4,245	4,330	24,816
Administrative Costs	15,335	15,730	16,045	16,365	16,693	17,027	97,195
Annual Operation Cost	8,953	10,262	10,467	10,677	10,890	11,108	62,357
Total	**$ 206,488**	**248,192**	**253,156**	**258,219**	**263,383**	**268,651**	**$ 1,498,089**
Cash Reserve	**$ 413,421**	**426,367**	**439,736**	**453,543**	**467,800**	**482,524**	**$ 482,524**

*Property Value growth rate = 2% annually
**Expense growth rate = 2% annually

Assessment Information for $100,000 Home = $140

Quincy Park Public Improvement District
Public Hearing for the Review of the Assessment Rate
August 27, 2024 | 2:00 P.M.
Citizens Tower Council Chamber | 1314 Avenue K, Lubbock, TX 79401

Please take notice that on August 27, 2024, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2024 assessment rate for property owners in the Quincy Park Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Business Development Department on the 9th Floor of Citizens Tower after August 8, 2024.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) the design, construction and maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $1,291,601 over the next five years. The estimated annual cost rises from $248,192 in FY 2024-25 to $268,651 in FY 2028-29. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.14 per $100.00 of valuation through tax year 2028.

Boundaries: The District is located wholly within the City of Lubbock, Texas. The Quincy Park Public Improvement District generally covers an area bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown, City of Lubbock Business Development Department at 806-775-3082.**

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing on the proposed 2024 Assessment Rate for the Valencia Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Valencia PID to speak in favor of, or in opposition to, the assessment to be levied in the Valencia PID for 2024. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 15, 2024, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2024 is $0.18 per $100 valuation, and does not change from 2023. All property will be assessed for 2024.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.18 per $100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The assessments will go into a separate Valencia PID fund. The funds raised by the assessment will be used to provide maintenance for the public improvements in the District, as well as cover the cost of administering the PID. The projected assessment that will be collected for 2024 is $75,124.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Director of Business Development
Quincy Park PID Advisory Board

Attachments

Ordinance
Exhibit A
Exhibit B
Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE VALENCIA PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2024 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2024-25; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On July 14, 2011 the City Council passed Resolution No.2011-R0310, attached hereto and incorporated herein as "Exhibit A", which made certain findings concerning the advisability of creating the Valencia Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On August 11, 2011, the City Council passed Resolution No. 2011-R0342, approving the Service and Assessment Plan (the "Plan"), which will be reviewed and revised each year when necessary. The revised Plan for the District is attached hereto and incorporated as "Exhibit B"; and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed Roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 27, 2024, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2024 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2024 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and

approve, adopt, and file with the City Secretary the proposed assessment roll (the "Roll'), attached hereto and incorporated herein as "Exhibit C"; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.18 per $100 value for years 2024 through 2028, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Plan approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2024 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the Roll attached to the Plan. The Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Roll in the official City records. The Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 27, 2024 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2024 city net taxable value in the manner described in the assessment, attached hereto as "Exhibit B" and "Exhibit C" shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2025 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32, and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at

any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Act, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2024.

Passed by the City Council on second reading on_____, 2024.

MARK W. MCBRAYER, MAYOR

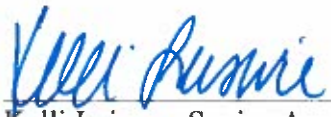
ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Ord. Valencia PID Assessment Ordinance 2024
August 27, 2024

Resolution No. 2011-R0310 EXHIBIT A
July 14, 2011
Item No. 6.4

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District) of an area within the City of Lubbock generally bounded by generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a Valencia Public Improvement District under Chapter 372 of the Texas Local Government Code for the purpose of maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "1," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas (the "City"); and

WHEREAS, the boundaries of the proposed Valencia Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "2" and shown on the map attached hereto as Exhibit "3"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the services, the estimated cost of the services, the proposed boundaries of the proposed Valencia Public Improvement District, the method of assessment, and the apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 14th day of July, 2011, at 9:30 o'clock a.m., in the Council Chambers of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interest person, or his/her representative, to appear and speak for or against the authorization of the Valencia Public Improvement District, the boundaries of the proposed public improvement district, whether all or a part of the territory which is described in Exhibit "2" attached hereto and depicted on the map attached hereto as Exhibit "3" should be included in such proposed Valencia Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of costs between the district and the city as a whole; and

WHEREAS, all owners of property located with the proposed Valencia Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the Valencia Public Improvement District and/or the inclusion of their property in such District; and

WHEREAS, the proponents of the Valencia Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Valencia Public Improvement District, and opponents of the Valencia Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; **NOW THEREFORE:**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the advisability of authorizing the Valencia Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

(b) That authorization of the proposed Valencia Public Improvement District with boundaries as described in Exhibits "2" and "3" for the purpose of maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located

therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District is advisable and will result in benefits to the City, its residents and property owners in the Valencia Public Improvement District.

(c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $56,829 over the next five (5) years, and that the estimated annual cost rises from $4,500 in year two to $19,149 in year five (5). Services anticipated are maintenance of 87th Street park and median, electric costs for lights, and operational and administrative costs.

(d) That the costs are based on a proposed assessment rate of $0.11 per $100.00 of valuation through year 2019.

(e) That as to apportionment of cost between the proposed District and the City, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3: That the City hereby authorizes under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit 2 attached hereto and depicted in the map attached hereto as Exhibit 3 and such public improvement district shall hereafter be identified as the Valencia Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the Valencia Public Improvement District. The City Council may appoint an Advisory Board for management of the District in the future.

SECTION 5: That the notice of this authorization for the Valencia Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

EXHIBIT A

Passed by the City Council on July 14, 2011.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andy Burcham
Chief Financial Officer

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

as/cityatt/Linda/Valencia PID Establishment
May 18, 2011

EXHIBIT A
Exhibit "1"

Resolution No. 2011-R0310

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that one signature on the attached document has been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the property (as determined by the current roll of the Appraisal District, January 1, 2011) in the area known as Valencia, as shown on that attached map, AND owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal as required by Section 372.005(b) of the Texas Local Government Code; the one petitioner owns 100% of land; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 16th day of May, 2011.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

EXHIBIT A
Exhibit "1"

city of lubbock TEXAS

May 5, 2011

To: Becky Garza, City Secretary
Cheryl Brock, Senior Financial Analyst
Rob Allison, Assistant City Manager

From: Sally Still Abbe, GIS Manager

Re: Valencia Petition

Recently, the City Of Lubbock received a petition dated April 8, 2011 from Drew Wegman, Vice-President of Real Property Resources, Inc., requesting that the City of Lubbock establish a Public Improvement District (PID) for the proposed Valencia development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute. There is only one owner of land within the PID boundary, and the vice-president of this company signed the petition.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (January 1, 2011). Since the petitioners own 100% of the property within the boundary, the petition easily passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID. There is only one owner in the PID, who signed the petition. Real Property Resources, Inc. owns 100% of the land, so the petition passes both tests even though it is required to pass only one.

The notarized signature on the Valencia petition was validated by a visual review.

EXHIBIT A
Exhibit "1"

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO VALENCIA

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed maintenance of the public improvements. The general nature of the proposed public improvements is: (i) maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The improvements associated with the Public Improvement District are a benefit to the affected property and to the City of Lubbock because they visually enhance the area as well as provide a common area for residents to enjoy increasing the overall quality of life in the affected area.

Section 3. Estimated cost of the maintenance of the proposed public improvements: Annual maintenance costs - $18,000.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. An assessment methodology has been prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to

property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

The assessment methodology will result in each parcel paying its fair share of the costs of maintaining the public improvements based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements or maintain the public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

EXHIBIT A
Exhibit "1"

PETITIONERS:

Real Property Resources, Inc.

Drew Wegman, Vice-President of Real Property Resources, Inc.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 8th day of April, 2011, before me, the undersigned Notary Public, personally appeared **Drew Wegman** who acknowledged that he is **Vice-President of Real Property Resources, Inc.**, and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

JENNE M. BICKETT
Notary Public, State of Texas
My Commission Expires 10-13-2013

Notary Public Signature

Signature Page for Petition

EXHIBIT A

The Land

METES AND BOUNDS DESCRIPTION:

A 39.941 ACRE TRACT OF LAND SITUATED IN THAT CERTAIN 199.832 ACRE TRACT OF LAND RECORDED IN VOLUME 6937, PAGE 174 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, INCLUDING LOT 4B OF SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, SAID 39.941 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF LOT 4A, SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND S. 01° 49' 05" W. A DISTANCE OF 175.00 FEET FROM THE SOUTHWEST CORNER OF TRACT A-1, A REPLAT OF TRACT A, MONTEREY CHURCH OF CHRIST ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10299, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,252,079.842 AND EASTING: 916,426.179, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83 (CORS 96), WHENCE THE NORTHWEST CORNER OF SECTION 28 BEARS N. 01° 49' 05" E. A DISTANCE OF 1001.91 FEET, N. 01° 54' 20" E. A DISTANCE OF 55.00 FEET AND N. 88° 05' 40" W. A DISTANCE OF 1360.47 FEET, PER CALLED DISTANCES IN SAID PLAT OF TRACT A-1 AND IN PREVIOUS WARRANTY DEEDS RECORDED IN VOLUME 6937, PAGES 174 AND 178 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY;

THENCE S. 88° 11' 01" E., PARALLEL WITH THE SOUTH LINE OF SAID TRACT A-1 (PREVIOUS RECORD CALL: EAST), AT A DISTANCE OF 1250.20 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 1282.20 FEET TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID 199.832 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 45' 05" W., ALONG THE EAST LINE OF SAID 199.832 ACRE TRACT (PREVIOUS RECORD CALL: S. 00° 02' 50" E.) AND THE CENTERLINE OF IOLA AVENUE AS DEDICATED BY THE PLATS OF REGAL PARK, ACCORDING TO THE MAPS OR PLATS THEREOF RECORDED IN VOLUME 8405, PAGE 286 AND VOLUME 10114, PAGE 58 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, A DISTANCE OF 992.97 FEET TO A PK NAIL AND WASHER FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENTS I, LP RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 10' 05" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, AT A DISTANCE OF 32.00 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 1118.38 FEET (PREVIOUS RECORD CALL: N. 88° 09' 50" W., 1118.38 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 45" E., ALONG A PORTION OF THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 146.21 FEET (PREVIOUS RECORD CALL: N. 01° 48' 13" E., 146.21 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 1468.08 FEET (PREVIOUS RECORD CALL: N. 88° 10' 43" W., 1467.86 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, AS DESCRIBED IN DEED RECORDED IN VOLUME 9735, PAGE 349 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E., ALONG THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE (PREVIOUS RECORD CALL: N. 01° 43' 58" E.), A DISTANCE OF 292.00 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF TRACT A, WALMART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006024909 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 09' 54" E., ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 915.02 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 914.93 FEET) TO A 5/8" IRON ROD WITH CAP MARKED "DUNAWAY ASSOC, INC" FOUND AT THE SOUTHEAST CORNER OF SAID TRACT A AND THE SOUTHWEST CORNER OF LOT 4B OF SAID SPECTRA LUBBOCK SOUTHWEST, FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 50" E., ALONG THE COMMON LINE OF SAID TRACT A AND LOT 4B, A DISTANCE OF 282.59 FEET (PREVIOUS RECORD CALL: N. 01° 49' 50" E., 282.78 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE WEST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE S. 88° 10' 10" E., ALONG THE COMMON LINE OF SAID LOTS 4A AND 4B, A DISTANCE OF 388.52 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 388.47 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE EAST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 05" E., ALONG THE EAST LINE OF SAID LOT 4A (PREVIOUS RECORD CALL: N. 01° 49' 14" E.), A DISTANCE OF 271.71 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
Exhibit "1"

BETENBOUGH
HOMES

April 8, 2011

Cheryl Brock
City of Lubbock, TX
1625 13th Street
Lubbock, TX 79457

Re: Valencia, Public Improvement District

Dear Honorable Mayor and City Council;

Valencia is a residential development within the city limits of the City of Lubbock bound on the west by Milwaukee Avenue, the east by Iola Avenue, the north by Monterey Church of Christ, and the south by The Trails at Regal Park. We are proposing to create a Public Improvement District "PID" to maintain the public improvements for Valencia.

In order to comply with the "Public Improvement District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 5-16, as follow:

5. If the there is sufficient support to petition to dissolve the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board.

6. Map of the area is attached to this email to be added to the petition.

7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition.

9. City owned land in the distinct will be "Tract A & Tract B, Valencia, an addition to the City of Lubbock".

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is $200,000.00 and will be paid by developer with no desire for any reimbursement. The estimated cost of the maintenance is $18,000 per year and is to be paid for by the PID as soon as the funds are available.

12. Budget is attached in the service plan.

EXHIBIT A

Exhibit "1"

BETENBOUGH HOMES

13. Method of assessment will be base on the net taxable value of the affected properties and will be assessed at $.11 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter

15. Addressed in Section 6 of the petition

16. Addressed in Section 5 of the petition

Hopefully this will provide all of the information requested to continue with the creation of the PID. Please let me know if you have any questions or require any additional information.

Drew Wegman
Community Development
Betenbough Homes

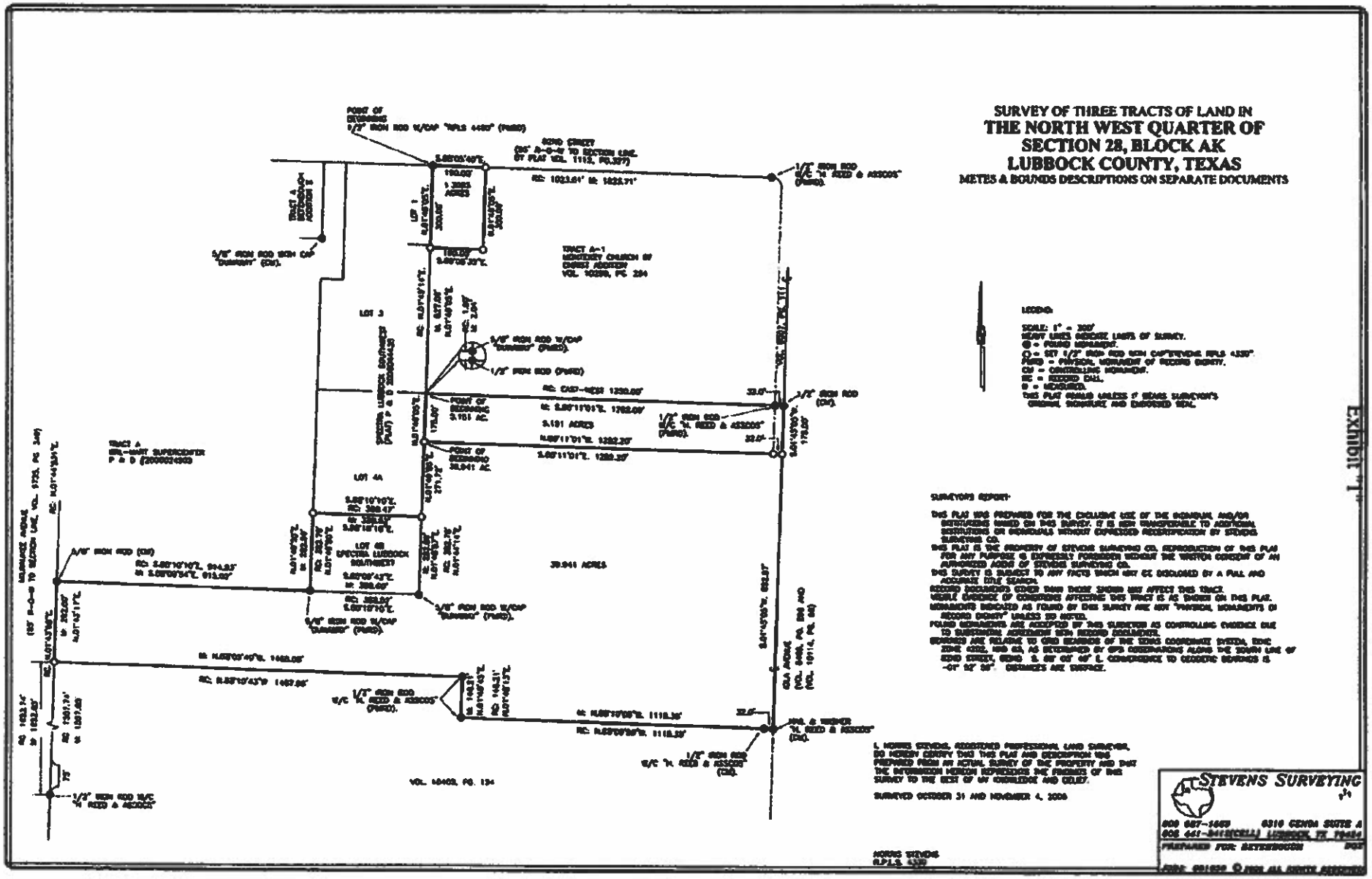

SURVEY OF THREE TRACTS OF LAND IN
THE NORTH WEST QUARTER OF
SECTION 28, BLOCK AK
LUBBOCK COUNTY, TEXAS
METES & BOUNDS DESCRIPTIONS ON SEPARATE DOCUMENTS
Exhibit "1"
SURVEYOR'S REPORT
STEVENS SURVEYING
L. MORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR,
DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WAS
PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT
THE DIMENSION HEREON REPRESENTS THE FINDINGS OF THIS
SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.
SURVEYED OCTOBER 31 AND NOVEMBER 4, 2008
MORRIS STEVENS
R.P.L.S. 4320
POINT OF COMMENCING
1/2" IRON ROD W/CAP "RPLS 4320" (FOUND)
82ND STREET
TRACT A-1
MONTEREY CHURCH OF
CHRIST ADDITION
VOL. 10359, PG. 284
LOT 3
LOT 4A
LOT 4B
SPECIAL LUBBOCK SOUTHWEST
(PLAT) P & D 2008024430
TRACT A
SEE—MAP SUPERCENTER
P & D (2008024430)
POINT OF BEGINNING
5.191 AC.
5.191 ACRES
POINT OF BEGINNING
39.941 AC.
39.941 ACRES
5/8" IRON ROD W/CAP "DAWSON" (FOUND).
1/2" IRON ROD (FOUND).
1/2" IRON ROD W/C "L. REED & ASSOCS" (FOUND).
1/2" IRON ROD W/C "L. REED & ASSOCS" (SET).
1/2" IRON ROD W/C "L. REED & ASSOCS"
5/8" IRON ROD (SET)
5/8" IRON ROD W/CAP "DAWSON" (SET).
MILWAUKEE AVENUE
(80' R-O-W TO BEGIN USE, VOL. 9725, PG. 249)
GLA AVENUE
(VOL. 9466, PG. 206 AND
VOL. 10114, PG. 66)
VOL. 10403, PG. 134
SCALE: 1" = 200'
HEAVY LINES INDICATE LIMITS OF SURVEY.
● = FOUND MONUMENT.
○ = SET 1/2" IRON ROD WITH CAP "STEVENS, RPLS 4320"
FOUND = PHYSICAL MONUMENT OF RECORD IDENTITY.
CM = CONTROLLING MONUMENT.
RM = RECORD CALL.
M = MEASURED.
THIS PLAT VOIDED UNLESS IT BEARS SURVEYOR'S
ORIGINAL SIGNATURE AND EMBOSSED SEAL.
STEVENS SURVEYING
6310 GENOA SUITE A
LUBBOCK, TX 79424
PREPARED FOR: BETTERBOOSH
JOB#: 081030

EXHIBIT A
Exhibit "1"

Resolution No. 2011-R0310

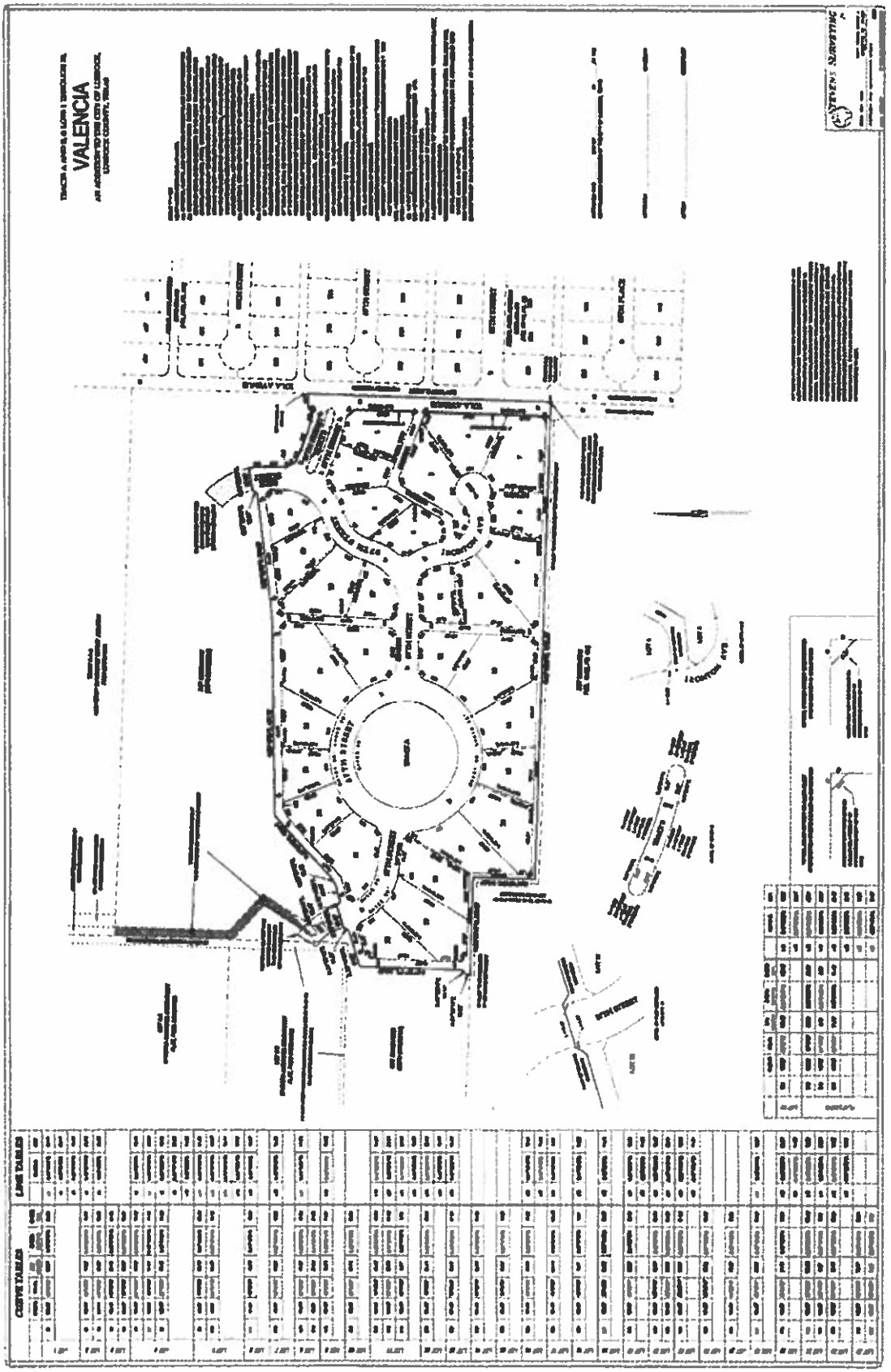


Exhibit "2"

The Land

METES AND BOUNDS DESCRIPTION:

A 39.941 ACRE TRACT OF LAND SITUATED IN THAT CERTAIN 199.832 ACRE TRACT OF LAND RECORDED IN VOLUME 6937, PAGE 174 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, INCLUDING LOT 4B OF SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, SAID 39.941 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF LOT 4A, SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND S. 01° 49' 05" W. A DISTANCE OF 175.00 FEET FROM THE SOUTHWEST CORNER OF TRACT A-1, A REPLAT OF TRACT A, MONTERRY CHURCH OF CHRIST ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10299, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,252,079.842 AND EASTING: 916,426.179, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83 (CORS 96), WHENCE THE NORTHWEST CORNER OF SECTION 28 BEARS N. 01° 49' 05" E. A DISTANCE OF 1001.91 FEET, N. 01° 54' 20" E. A DISTANCE OF 55.00 FEET AND N. 88° 05' 40" W. A DISTANCE OF 1360.47 FEET, PER CALLED DISTANCES IN SAID PLAT OF TRACT A-1 AND IN PREVIOUS WARRANTY DEEDS RECORDED IN VOLUME 6937, PAGES 174 AND 178 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY;

THENCE S. 88° 11' 01" E., PARALLEL WITH THE SOUTH LINE OF SAID TRACT A-1 (PREVIOUS RECORD CALL: EAST), AT A DISTANCE OF 1250.20 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 1282.20 FEET TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID 199.832 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 45' 05" W., ALONG THE EAST LINE OF SAID 199.832 ACRE TRACT (PREVIOUS RECORD CALL: S. 00° 02' 50" E.) AND THE CENTERLINE OF IOLA AVENUE AS DEDICATED BY THE PLATS OF REGAL PARK, ACCORDING TO THE MAPS OR PLATS THEREOF RECORDED IN VOLUME 8405, PAGE 286 AND VOLUME 10114, PAGE 58 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, A DISTANCE OF 992.97 FEET TO A PK NAIL AND WASHER FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENTS I, LP RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 10' 05" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, AT A DISTANCE OF 32.00 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 1118.38 FEET (PREVIOUS RECORD CALL: N. 88° 09' 50" W., 1118.38 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 45" E., ALONG A PORTION OF THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 146.21 FEET (PREVIOUS RECORD CALL: N. 01° 48' 13" E., 146.21 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 1468.08 FEET (PREVIOUS RECORD CALL: N. 88° 10' 43" W., 1467.86 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, AS DESCRIBED IN DEED RECORDED IN VOLUME 9735, PAGE 349 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E., ALONG THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE (PREVIOUS RECORD CALL: N. 01° 43' 58" E.), A DISTANCE OF 292.00 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF TRACT A, WALMART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006024909 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 09' 54" E., ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 915.02 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 914.93 FEET) TO A 5/8" IRON ROD WITH CAP MARKED "DUNAWAY ASSOC, INC" FOUND AT THE SOUTHEAST CORNER OF SAID TRACT A AND THE SOUTHWEST CORNER OF LOT 4B OF SAID SPECTRA LUBBOCK SOUTHWEST, FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 50" E., ALONG THE COMMON LINE OF SAID TRACT A AND LOT 4B, A DISTANCE OF 282.59 FEET (PREVIOUS RECORD CALL: N. 01° 49' 50" E., 282.78 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE WEST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE S. 88° 10' 10" E., ALONG THE COMMON LINE OF SAID LOTS 4A AND 4B, A DISTANCE OF 388.52 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 388.47 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE EAST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 05" E., ALONG THE EAST LINE OF SAID LOT 4A (PREVIOUS RECORD CALL: N. 01° 49' 14" E.), A DISTANCE OF 271.71 FEET TO THE POINT OF BEGINNING.

Exhibit "3"

Resolution No. 2011-R0310

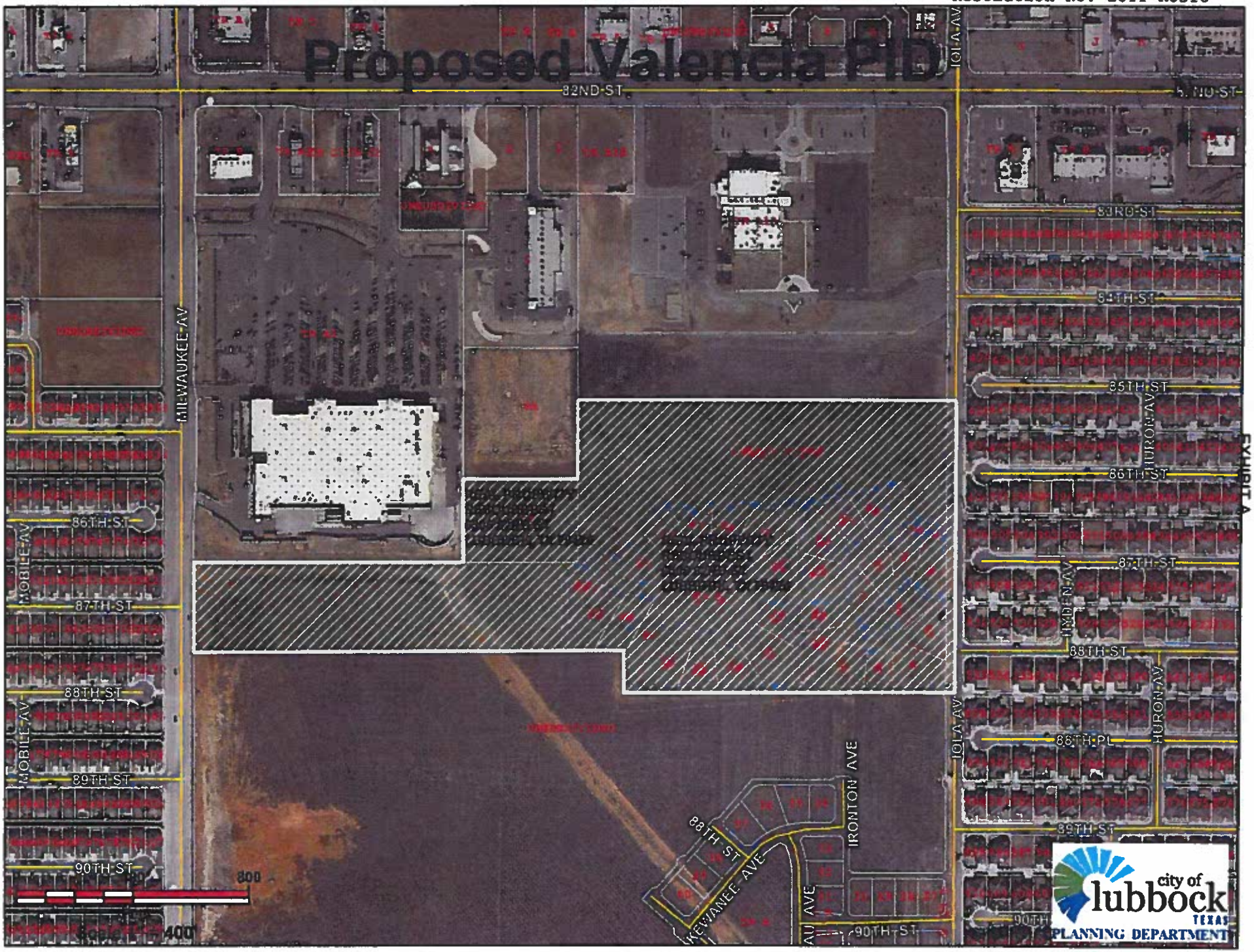


Exhibit B
City of Lubbock, TX
Finance Department
Valencia Public Improvement District
Proposed 2024 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.18/$100 valuation.
* All property will be assessed based on the final 2024 "net taxable value".

Service Plan

	Adopted Budget	Proposed Budget	Projected				
Tax Year	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**Totals**
Property Values (Taxable Values)	40,481,949	43,932,242	44,854,819	45,796,770	46,758,502	47,740,431	47,740,431
Discounted Property Values (95%)	38,457,852	41,735,630	42,612,078	43,506,932	44,420,577	45,353,409	45,353,409
Fiscal Year Revenues	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**Totals**
Interest Earnings	$ 3,037	3,397	3,407	3,418	3,429	3,442	$ 20,130
Assessment @ $0.18	69,224	75,124	76,702	78,312	79,957	81,636	460,956
Total	**$ 72,261**	**78,521**	**80,109**	**81,730**	**83,386**	**85,078**	**$ 481,085**
Expense							
Park & Entrance Maintenance	$ 31,930	35,000	35,700	36,414	37,142	37,885	$ 214,071
Repairs	5,000	5,000	5,100	5,202	5,306	5,412	31,020
Public Improvement Projects	10,000	13,000	13,260	13,525	13,796	14,072	77,653
Park Equipment Maintenance	1,600	1,600	1,632	1,665	1,698	1,732	9,926
Electric Costs	3,500	2,500	2,550	2,601	2,653	2,706	16,510
Water Cost	3,080	2,500	2,550	2,601	2,653	2,706	16,090
Administrative Costs	12,338	12,091	12,333	12,579	12,831	13,088	75,260
Annual Operation Cost	7,163	6,550	6,681	6,815	6,951	7,090	41,249
Total	**$ 74,611**	**78,241**	**79,806**	**81,402**	**83,030**	**84,691**	**$ 481,780**
Cash Reserve	**$ 97,064**	**97,344**	**97,647**	**97,976**	**98,332**	**98,719**	**$ 98,719**

* Property Value growth rate = 2.1% annually

**Expense growth rate = 2% annually

Assessment Information for $100,000 Home = $180

Valencia Public Improvement District
Public Hearing for the Review of the Assessment Rate
August 27, 2024 | 2:00 P.M.
Citizens Tower Council Chamber | 1314 Avenue K, Lubbock, TX 79401

Please take notice that on August 27, 2024, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2024 assessment rate for property owners in the Valencia Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Business Development Department on the 9th Floor of Citizens Tower after August 8, 2024.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) the design, construction and maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $407,170 over the next five years. The estimated annual cost rises from $78,241 in FY 2024-25 to $84,691 in FY 2028-29. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.18 per $100.00 of valuation through tax year 2028.

Boundaries: The District is located wholly within the City of Lubbock, Texas. The Valencia Public Improvement generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown, City of Lubbock Business Development Department at 806-775-3082.**

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing on the proposed 2024 Assessment Rate for the North Point Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the North Point PID to speak in favor of, or in opposition to, the assessment to be levied in the North Point PID for 2024. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 15, 2024, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2024 is $0.14 per $100 valuation. This is the same rate as 2023. All property will be assessed for 2024.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.14 per $100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The funds raised by the assessment will be used to provide landscape maintenance on the common areas on North Slide and adjacent right-of-way, maintain a walking trail, repair and replace amenities, enhance and maintain amenities at the entry stations, lighting, and any other maintenance needed in the District, as well as cover a portion of the costs of administering the PID. The projected assessment that will be collected for 2024, based on estimated values, is $314,254.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Director of Business Development
North Point PID Advisory Board

Attachments

Ordinance

Exhibit A

Exhibit B

Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2024 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2024-25; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On October 28, 2004 the City Council passed Resolution No.2004-R0543, attached hereto and incorporated herein as "Exhibit A", which made certain findings concerning the advisability of creating the North Point Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On November 18, 2004 the Lubbock City Council passed Resolution 2004-R0564, approving the Service and Assessment Plan (the "Plan") for the District, which has been reviewed and revised each year when necessary set forth herein as "Exhibit B", attached hereto and incorporated herein; and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll and file it with the City Secretary; and, schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 27, 2024, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2024 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2024 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for services and improvements of the property in the District, and

approve, adopt and file with the City Secretary an updated Assessment Roll (the "Roll") which is attached hereto as "Exhibit C"; and

WHEREAS, the City Council finds after review that the Plan and Roll are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $.14 per $100.00 of net taxable value through year 2028, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements set forth in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2024 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the Roll. The Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Roll in the official City records. The Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 27, 2024 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and, (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that City staff mailed to the owners of property liable for assessment notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the city heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2024 city net taxable value in the manner described in the assessment attached hereto in "Exhibits B" and "C" shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2025 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32, and 33 of the Texas Property Tax Code. The owner of the assessed property

may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Act, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2024.

Passed by the City Council on second reading on_____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ord. North Point PID Assessment Ordinance 2024
August 27, 2024

EXHIBIT A

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll for Lubbock County) of an area within the City of Lubbock, generally covering the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford and containing approximately 543 acres, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a North Point Public Improvement District under Section 372.005 of the Public Improvement District Assessment Act for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations on North Slide Road , all in accordance with the Act; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "A," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas, (the "City"); and

WHEREAS, the boundaries of the proposed North Point Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "B" and shown on the map attached hereto as Exhibit "C"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and the property in the proposed Tax Increment Financing Reinvestment Zone; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the proposed improvement, the estimated cost of the improvements, the boundaries of the proposed assessment district, the proposed method of assessment, and the proposed apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 28th day of October, 2004, at 10:45 o'clock a.m., in the Council Chamber of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the authorization of the North Point Public Improvement District, the boundaries of the proposed Public Improvement District, whether all or part of the territory which is described in Exhibit "B" attached hereto and depicted on the map attached hereto as Exhibit "C" should be included in such proposed North Point Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of the costs between the district and the city as a whole; and

WHEREAS, all owners of property located within the proposed Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the proposed North Point Public Improvement District and/or the inclusion of their property in such Public Improvement District; and

WHEREAS, the proponents of the North Point Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the North Point Public Improvement District, and opponents of the North Point Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: THAT the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

a) That the public hearing on the advisability of authorizing the North Point Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

b) That authorization of the proposed North Point Public Improvement District with boundaries as described in Exhibits "B" and "C" for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations of North Slide Road is advisable and will result in benefits to the City, its residents, and property owners, in general, and to the property, residents and property owners in the North Point Public Improvement District.

c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $430,352.00 over the next five (5) years, and that the estimated annual cost rises from $15,456.00 in the second year to $209,489.00 in year five (5).

d) That the costs are based on a proposed assessment rate of $0.14 per $100.00 of valuation through year 2010, decreasing to $0.04 per $100.00 of valuation in year 2011. Assessments to cover estimated costs of enhanced services and improvements are proposed to be applied to newly developed areas during the early years and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in the blocks containing those properties.

e) That as to apportionment of cost between the proposed District and the city, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3. That the City hereby authorizes, under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit "B" attached hereto and depicted in the map attached hereto as Exhibit "C" and such public improvement district shall hereafter be identified as the North Point Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the North Point Public Improvement District.

SECTION 5: That notice of this authorization for the North Point Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

PASSED by the City Council this 28th day of October, 2004.

TOM MARTIN, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director
of Planning and Transportation

APPROVED AS TO FORM:

for John M. Knight
Assistant City Attorney

JK:/Cityatt/John/PID findings.resolution-north point
October 19, 2004

EXHIBIT A

SAMPLE

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

PETITION TO CREATE THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND MEMBERS OF THE LUBBOCK CITY COUNCIL:

The undersigned ("Petitioners") who are the owners of real property in the hereinafter described District respectfully file this petition (the "Petition") requesting the City Council of Lubbock, Texas to find that the following District is advisable and necessary and would promote the interests of the City and to establish the public improvement district in accordance with Chapter 372 of the Texas Local Government Code (the "Act").

Signature of person signing for owner	Date
Printed name of owner	SIERRA PLATEAU LTD
Owner's printed name, if different from signer	
Signer's relation to owner, if not owner	
Signers mailing address	
Signer's day time phone number	( )

By executing this petition, the foregoing person represents and warrants that he or she is authorized to execute the Petition on behalf of the property owner named above. The property(-ies) of the owner are located at the following address(es) within the District or at the addresses within the District listed on the attached sheet.

5240 ITASCA ST,
LUBBOCK, TX 79416

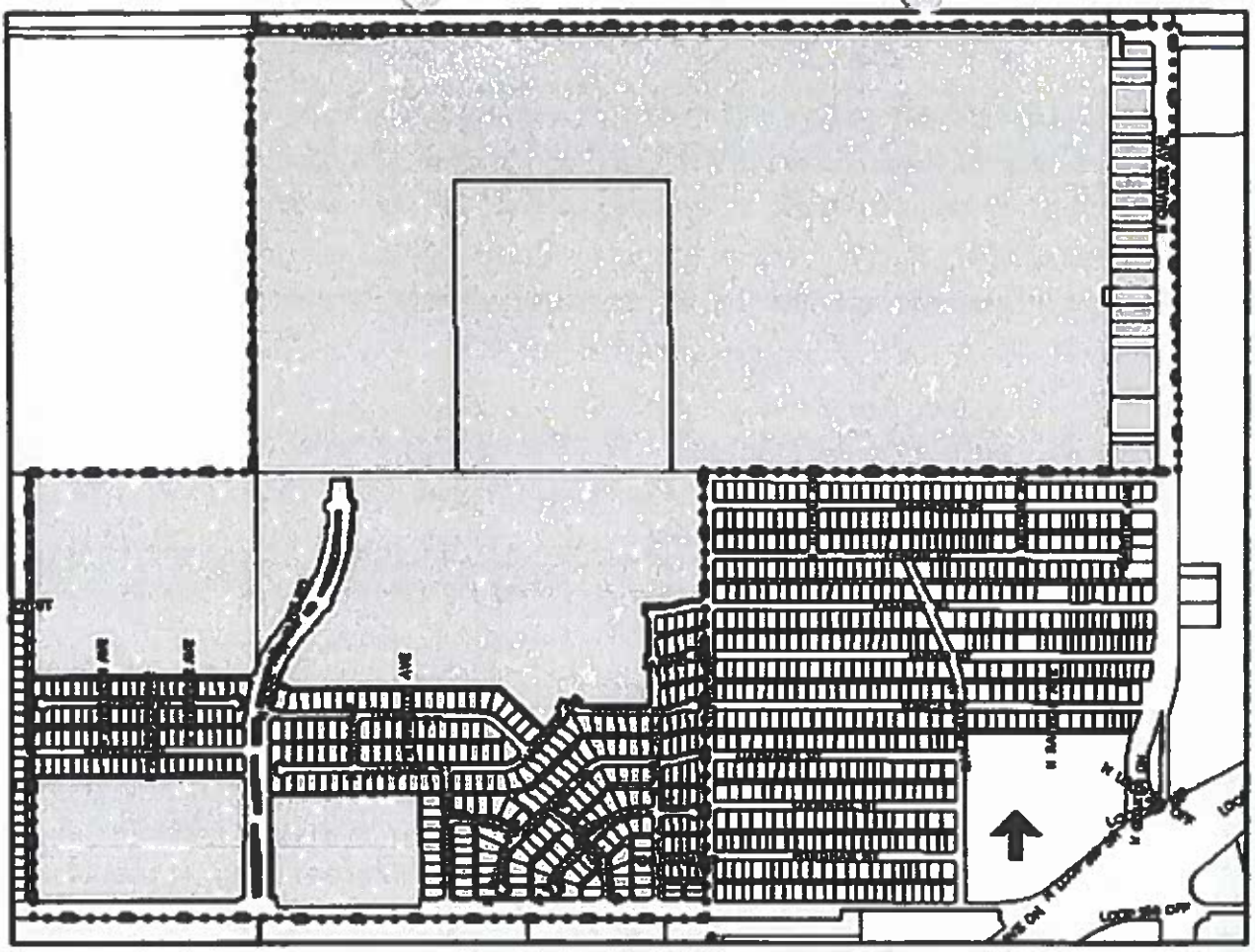
Property Address(es)

Please return the signed petition by August 9, 2004 to:
Rob Allison, Business and Neighborhood Development Manager,
City of Lubbock, P O Box 2000, Lubbock, TX 79457.

R301711
Located at: 5240 ITASCA ST, LUBBOCK, TX 79416
SIERRA PLATEAU LTD
7170 W WIND DR STE 101, EL PASO, TX 79912-1744

Exhibit "A"

EXHIBIT A Resolution No. 2004-R0543



Proposed North Pointe Public Improvement District
October 2004

EXHIBIT A Resolution No. 2004-R0543

NORTH POINT PUBLIC IMPROVEMENT DISTRICT (PID)

The proposed North Point Public Improvement District (PID) generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. The proposed boundaries are shown on the attached map. The purpose of the PID is to maintain the common areas on North Slide and adjacent right of way; creating and maintaining a green space located under a utility easement; and enhancing and maintaining amenities in the entry stations on Slide Road.

A PID is funded by a small assessment based on the value of each property within the PID. This assessment will generate sufficient funds to pay the projected expenses of the PID. As an example, with an **assessment of $0.14 per $100 valuation,** an owner with a property valued at $100,000 would pay an assessment of **only $140 per year** for maintaining the public improvement areas. It is expected that the assessment rate would be no more than $0.14 per $100 valuation, and may be less.

A PID is initiated by property owners within the proposed PID boundary, indicated by their signing a petition requesting that the City create the PID. The petition is sufficient if it is signed by the owners of at least 50% of the appraised value of property within the PID boundary, and owners of either of the following: at least 50% of the area of all property within the proposed PID boundary, or, at least 50% of the number of properties within the proposed PID boundary.

In addition to a petition signed by the sufficient number of owners, a five-year initial Service Plan must be prepared which outlines (among other things) the proposed services to be provided and the proposed method of assessment required to fund those services. Following submission of the petition and Five-year Service Plan, the City Council holds a public hearing to discuss and receive comments regarding establishment of the PID. Each property owner within the proposed PID will receive written notification of this public hearing.

At a subsequent meeting, the City Council then approves a Resolution which establishes the PID, the proposed services and costs, and the method of assessment. Normally, a majority vote of Council is satisfactory. However, if there is a written protest signed by 20% of the owners, approval will require a 2/3 vote of the Council.

The PID approval process normally takes about 4-5 months after submission of the petition to the City. Based on this time requirement, it is expected that if approved, the North Point PID would take effect **January 1, 2005. The assessment would be available for review on October 1, 2004.**

EXHIBIT A

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

NORTH POINTE PID
Proposed Revenue/Expense Worksheet

REVENUE											
Property Value*	13,800,000	97,370,000	128,823,629	197,843,000	249,284,670	287,778,648	333,725,979	359,800,488	315,896,500	322,314,430	322,314,430
Discounted Property Values	11,040,000	45,000,000	103,018,916	149,635,152	188,427,888	238,218,454	242,882,765	267,840,369	252,707,297	257,853,151	257,853,151
Assessment @ $0.14	-	-	15,455	84,281	141,148	200,469	279,199	-	-	-	720,552
Assessment @ $0.04	-	-	-	-	-	-	-	85,267	87,182	89,139	261,618
Total	-	-	15,455	84,281	141,148	200,469	279,199	85,267	87,182	89,139	981,617
EXPENSES*											
Bike Road - dirt w/ new A mulch maintenance											
South of power lines, 6.75 acres @ $2,000	-	-	13,872	14,148	14,432	14,721	15,015	15,316	15,622	15,935	119,060
South of power lines (developer)	-	13,000	-	-	-	-	-	-	-	-	13,000
North of power lines, 1.50 acres @ $2,000	-	-	1,584	3,714	3,788	3,864	3,941	4,020	4,100	4,182	29,193
North of power lines (developer)	-	3,000	2,000	-	-	-	-	-	-	-	5,000
Rotation of color (3 rotations)	-	-	-	12,486	12,734	12,989	13,249	13,514	13,784	14,060	92,815
Rotation of color (developer)		12,000	12,240	-	-	-	-	-	-	-	24,240
Neighborhood Entry Markers (2)											
General Maintenance (3 rotations of color)	-	-	-	6,242	6,367	6,495	6,624	6,757	6,892	7,030	46,408
General Maintenance (developer)	-	6,000	6,120	-	-	-	-	-	-	-	12,120
Hike & Bike Trails under utility easement											
88 ft. wide linear track, 17.6 acres @ $2,500	-	-	-	27,071	43,139	44,001	44,881	45,779	46,694	47,628	299,781
88 ft. wide linear track (developer)	-	48,000	41,483	14,621	-	-	-	-	-	-	98,734
Credit (Utility)											
Credit - of trail, 63,360 sq. ft. @ $3.50 = $221,760	-	221,760	-	-	-	-	-	-	-	-	221,760
Reimbursement from developer	-	(287,010)	(61,911)	(14,621)	-	-	-	-	-	-	(374,142)
Reimburse developer for expenses					85,888	127,418	188,037				354,143
Total	-	-	15,455	84,281	141,148	200,469	279,199	85,267	87,092	89,139	981,617
Cash Reserves	-	-	0	69	49	0	0,257	19,369	39,459	59,754	59,754

*Property Value growth rate = 2% annually
**Expense growth rate = 2% annually

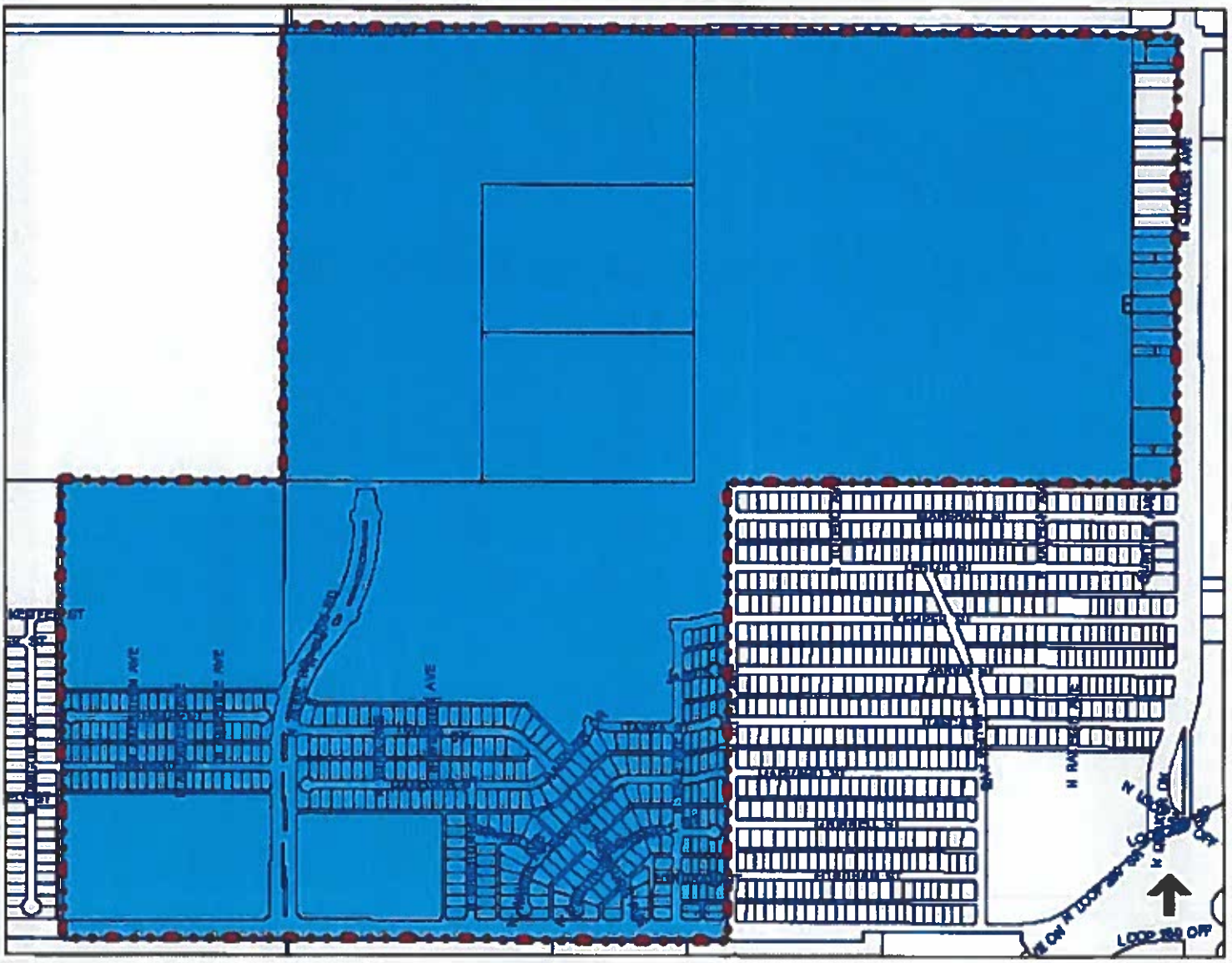
ASSESSMENT SCHEDULE		
2004-2010		
Assessment per $100,000	$	140.00
2011-2013		
Assessment per $100,000	$	40.00

EXHIBIT A
Exhibit "B"

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

An area within the City of Lubbock, generally covering the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford and containing approximately 543 acres, as shown in Exhibit C.

EXHIBIT A
Exhibit "C"



Proposed North Pointe Public Improvement District
October 2004 (Revised Boundary)

Exhibit B

City of Lubbock, TX

Finance Department

North Point Public Improvement District

Proposed 2024 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.14/$100 valuation
* All property will be assessed based on the final 2024 "net taxable value".

Service Plan

	Adopted Budget	Proposed Budget	Projected				
Tax Year	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**Totals**
Property Values* (Taxable Values)	231,827,390	236,281,466	241,007,095	245,827,237	250,743,782	255,758,658	255,758,658
Discounted Property Values (95%)	220,236,021	224,467,393	228,956,741	233,535,875	238,206,593	242,970,725	242,970,725
Fiscal Year Revenues	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**Totals**
Interest	$ 20,908	27,143	11,787	13,451	15,200	17,034	$ 105,523
Assessment @ $0.14	308,330	314,254	320,539	326,950	333,489	340,159	1,943,722
Total	**$ 329,238**	**341,398**	**332,326**	**340,402**	**348,689**	**357,193**	**$ 2,049,245**
Expense							
Median & Walking Track Maintenance	150,000	175,000	178,500	182,070	185,711	189,426	$ 1,060,707
Repairs	20,000	20,000	20,400	20,808	21,224	21,649	124,081
Public Improvement Projects	350,000	550,000	50,000	51,000	52,020	53,060	1,106,080
Electric Cost	10,000	10,000	10,200	10,404	10,612	10,824	62,040
Administrative Cost	15,335	15,558	15,869	16,187	16,510	16,840	96,299
Annual Operating Cost	9,303	9,600	9,792	9,988	10,188	10,391	59,262
Total	**$ 554,638**	**780,158**	**284,761**	**290,456**	**296,266**	**302,191**	**$ 2,508,470**
Cash Reserve	**$ 775,522**	**336,762**	**384,327**	**434,272**	**486,695**	**541,698**	**$ 541,698**

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

Assessment Information for 100,000 home = $140

North Point Public Improvement District
Public Hearing for the Review of the Assessment Rate
August 27, 2024 | 2:00 P.M.
Citizens Tower Council Chamber | 1314 Avenue K, Lubbock, TX 79401

Please take notice that on August 27, 2024, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2024 assessment rate for property owners in the North Point Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Business Development Department on the 9th Floor of Citizens Tower after August 8, 2024.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the services and improvements to be performed by the District are to maintain the common areas on North Slide and adjacent right of way, building and maintaining a hike and bike trail located under a utility easement, repair and replacement of amenities, electric costs for entryway lighting, and enhancing and maintaining amenities in the entry stations on North Slide Road, all in accordance with the Act. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $1,953,832 over the next five years. The estimated annual cost rises from $780,158 in FY 2024-25 to $302,191 in FY 2028-29. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.14 per $100.00 of valuation through tax year 2028.

Boundaries: The District is located wholly within the City of Lubbock, Texas. The North Point Public Improvement generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown, City of Lubbock Business Development Department at 806-775-3082.**

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing on the proposed 2024 Assessment Rate for the Willow Bend Villas Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Willow Bend Villas PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Item Summary

The item includes a public hearing and once the public hearing is concluded, consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Willow Bend Villas PID to speak in favor of, or in opposition to, the assessment to be levied in the Willow Bend Villas PID for 2024. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Thursday, August 15, 2024, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2024 is $0.15 per $100 valuation, and does not change from 2023. All property will be assessed for 2024.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.15 per $100 valuation. The revised service and assessment plan is included in the backup. Exhibit C to the ordinance is available for viewing in the Office of the City Secretary.

Fiscal Impact

The assessments will go into a separate Willow Bend Villas PID fund. The funds raised by the assessment will be used to provide maintenance for the public improvements in the District, as well as cover the cost of administering the PID. The projected assessment that will be collected for 2024 is $83,301.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Director of Business Development

Attachments

Ordinance
Exhibit A
Exhibit B
Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATION FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE WILLOW BEND VILLAS PUBLIC IMPROVEMENT DISTRICT, APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2024 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2024-25; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, through Resolution No. 2021-R0439 the City Council of the City (the "Council") attached hereto and incorporated herein as "Exhibit A", which made certain findings concerning the advisability of creating the Willow Bend Villas Public Improvement District (the "District"), authorized and created the District as a public improvement district under the Act, designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and, created the initial advisory board for the District; and

WHEREAS, On December 14, 2021, the City Council passed Ordinance No. 2021-O0170, approving the Service and Assessment Plan (the "Plan"), which will be reviewed and revised each year when necessary. The revised 2024 Plan for the District is attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, the Act requires that the City Council review the Plan; prepare a proposed assessment roll (the "Roll") and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 27, 2024, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2024 assessments within the District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2024 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the Roll which is attached hereto and incorporated herein as "Exhibit C"; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 valuation for tax years 2024 through 2028, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: THAT the City Council, after review of the Plan, approves the method of assessing special benefits of services and improvements in the Plan. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Plan, each property owner in the District identified for assessments in 2024 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: THAT the City Council hereby approves, adopts, and files with the City Secretary, the Roll. The Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Plan and this Ordinance. The City Secretary shall file the Roll in the official City Records. The Roll shall be subject to public inspection.

SECTION 4: THAT the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 27, 2024 at 2:00 p.m. in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: THAT the City Council finds that City of Lubbock staff mailed to the owners of property liable for assessment, the notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the

City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: THAT the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied. The City Council finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District. The City Council further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State. The City Council finds that the proceedings that the City has had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2024 City net taxable value in the manner described in the assessment attached hereto in "Exhibits B" and "C" shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: THAT the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established herein, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named; and, with such lien being attached on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid; and, with such lien being perfected on attachment requiring no further action by the Council.

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2025 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad

valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: THAT all assessments herein levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

Section 11: THAT the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

Section 12: THAT the City may contract with the Lubbock Central Appraisal District or any competent attorney to collect the assessments and to represent the District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2024.

Passed by the City Council on second reading on _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock

Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/ORD. 2024 Willow Bend Villas PID – Service Plan, Assessment Role, and Levy
August 27, 2024

Resolution No. 2021-R0439
Item No. 8.5
October 26, 2021

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE WILLOW BEND VILLAS PUBLIC IMPROVEMENT DISTRICT

WHEREAS, the City Council (the "Council") of the City of Lubbock (the "City") has received a petition (the "Petition") with signatures from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of an area within the City as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District, and owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area covered by the Petition; and

WHEREAS, the Petition requests that the City establish a public improvement district according to Chapter 372 of the Texas Local Government Code for the general purpose of financing improvements and services related to:

(a) acquisition, construction, or drainage facilities or improvements, the design, construction, and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and

(b) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

WHEREAS, the Petition, a copy of which has been attached to and made a part of this Resolution as "Exhibit 1", was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council; and

WHEREAS, the Petition covers property within an area generally bounded by 19th Street to the North, Kelsey Avenue to the East, and railroad tracks to the south and west, with such property being the development known as Willow Bend Villas, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

WHEREAS, notice of the public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the fifteenth (15th) day before the date of the public hearing, stating the time and place of the public hearing, the general nature of the services, the estimated cost of the services, the boundaries of the proposed public improvement district, the method of assessment, and the apportionment of cost between the public improvement district and the City; and

WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the twenty-sixth (26th) day of October, 2021, at five (5:00) p.m., at Citizen's Tower, located at 1314 Avenue K, Lubbock, Texas; and

WHEREAS, in accordance with the published and mailed notices, the Council called the public hearing and heard public comment from interested persons speaking in favor or opposition to the proposed public improvement district and the Council heard a report by City staff on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, the proponents of the proposed public improvement district offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the proposed public improvement district, and opponents of the public improvement district were given the opportunity to appear to contest authorization of the proposed public improvement district, after which the Council closed the hearing; and **NOW THEREFORE:**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1: THAT the facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct.

SECTION 2: THAT after conducting a public hearing, examining evidence, and hearing testimony, the City Council finds and determines the following:

(a) That the public hearing on the advisability of authorizing the Willow Bend Villas Public Improvement District has been properly called, held, and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the Willow Bend Villas Public Improvement District; and

(b) That authorization of the Willow Bend Villas Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Willow Bend Villas Public Improvement District for the general purpose of financing improvements and services related to:

(a) acquisition, construction, or drainage facilities or improvements, the design, construction, and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as

playgrounds, splash pads, pool(s), receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and

(b) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Willow Bend Villas Public Improvement District through Fiscal Year 2025-26 is approximately one hundred thirty six thousand eight hundred fifty two dollars ($136,852) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of fifteen cents ($0.15) per one hundred dollars ($100) of valuation of property within the Willow Bend Villas Public Improvement District through Fiscal Year 2025-26, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Willow Bend Villas Public Improvement District and the City, all the Costs will be paid by the Willow Bend Villas Public Improvement District through assessments on the property within the boundaries of the Willow Bend Villas Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Willow Bend Villas Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council hereby creates the Willow Bend Villas Public Improvement District Advisory Board for the Willow Bend Villas Public Improvement District. The Willow Bend Villas Public Improvement District Advisory Board shall act as an advisory board of the City of Lubbock, and shall initially be composed of five (5) members, each of whom will represent a developer of the property within the Willow Bend Villas Public Improvement District. The Willow Bend Villas Public Improvement District Advisory Board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards and the Criteria and Guidelines for Public Improvement Districts. The initial members of the Advisory Board for the Willow Bend Villas Public Improvement District shall serve a two (2) year term. The City Council may extend the term of the initial governing board beyond two (2) years. The initial Advisory Board of the Willow Bend Villas Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Willow Bend Villas Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Willow Bend Villas Public Improvement District. Upon the end of the term of the initial Advisory Board members of the Willow Bend Villas Public Improvement District, an election will be held for the

Willow Bend Villas property owners to vote on each of the five seats. Once an election has taken place, the City Council will appoint the members of the Willow Bend Villas Public Improvement District Advisory Board. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Willow Bend Villas Public Improvement District.

SECTION 5: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council this 26th **day of** October**, 2021.**

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATION OF SUFFICIENT PETITION

I hereby certify, in the performance of the functions of my office, that the attached petition, from property owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Willow Bend Villas development, has been verified and is sufficient. And, that Public Improvement Districts can only be initiated by a petition of property owners who meet a value test and an area test, pursuant to Texas Local Government Code, Sec. 372.005 (b). And, the statutory two test requirement was met: (1) petition is signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (September 14, 2021), in the area known as Willow Bend Villas, as shown on the attached map; the petitioners own 100% of the area within the proposed Willow Bend Villas PID; (2) petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID; the petitioners own 100% of the total area within the proposed Northwest Passage PID area.

I further certify that I am the City Secretary of the City of Lubbock, that said documents appear of record in my office, I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office the 20th day of September, 2021.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

Date: September 16, 2021

To: Becky Garza, City Secretary

From: Brianna Gerardi, Business Development Director

CC: Blu Kostelich, Chief Financial Officer

Re: Willow Bend Villas Public Improvement District Petition

Recently, the City of Lubbock received petitions from Property Owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Willow Bend Villas development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

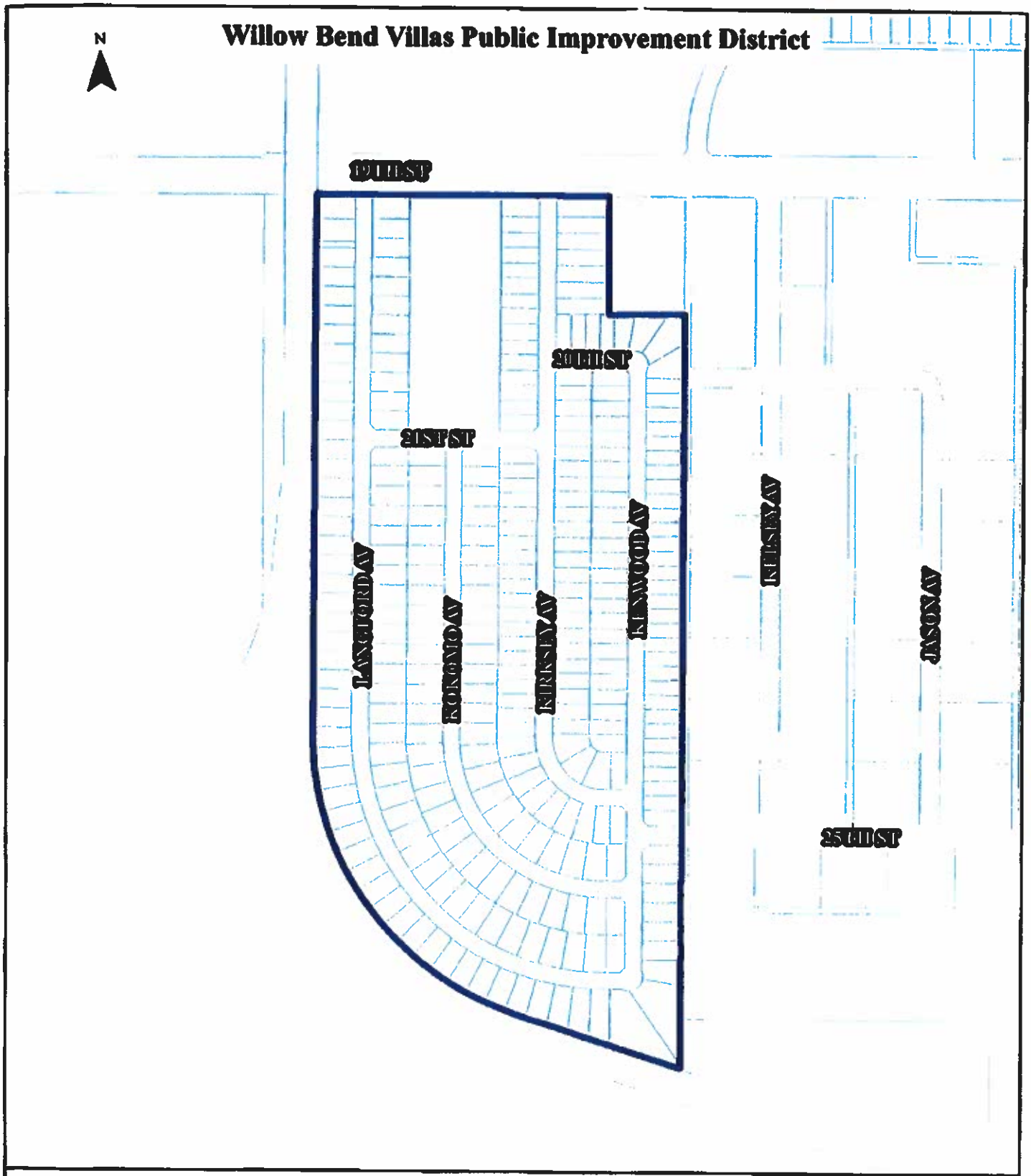
The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50 percent of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (September 14, 2021). Since the petitioners own 100 percent of the taxable real property value within the boundary, the petition passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50 percent of the number of record owners or the record owners of more than 50 percent of the area within the PID. The petitioners own 100 percent of the total area within the proposed Willow Bend Villas PID area so they pass the area test.

The notarized signature on the Willow Bend Villas petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Business Development Department and reviewed by GIS and Data Services.

Willow Bend Villas Projected Assessment Roll							
LCAD Roll 9.14.2021							
Property ID	Owner Name	Owner Address	SiteAddress	LegalDescription	Acres	TotalPropMktValue	TotalAssessedValue
830086	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	LUBBOCK 79407	BLK D6 SEC 6 AB 880 TR D12 & TR C D4 AC: 65.552 LESS ROW	63.1982	$202,107.00	$202,107.00

Willow Bend Villas Public Improvement District



Willow Bend Villas PID

Parcels

Lot-Block Lines

0 250 500 1,000 Feet

City of Lubbock TEXAS

5/21/2021

BETENBOUGH
HOMES

September 20, 2021

Cheryl Brock

City of Lubbock, Tx

1625 13th Street

Lubbock, Tx 79457

RE: Willow Bend Villas, Public Improvement District

Dear Honorable Mayor and City Council;

Willow Bend Villas (19th and Mackey) is a residential development within the city limits of the City of Lubbock bound on the North by 19th Street, adjacent to the East by Kelsey Ave, and adjacent to railroad tracks to the South and West. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Willow Bend Villas (19th and Mackey).

In order to comply with the "Public Improvements District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 1, 5-16, as follow:

1. Betenbough has purchased/optioned almost 63.1982 acres. Betenbough plans to invest $250,000 in improvements for this park system before it would be deeded over to the City and the PID. We will be here to help keep the PID healthy and thriving. We have a heavily vested interest in making this PID healthy and self-sufficient.

5. If there is sufficient support to petition to dissolve the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board. Betenbough will have been responsible for some maintenance before the park system would be deeded over. With having supported some maintenance, we feel we will have an accurate representation of cost to propose for the service plan. So far, all of our proposed service plans, does get reviewed by city staff, and approved by city council.

6. Map of the area is attached to this email and is to be added to the petition.

BETENBOUGH
HOMES

7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition. We feel that the 2 pocket parks and improved basin area creates a quality of life for the homeowners. Each park area will have a different playscape but will match in color, tying the community together in the park landscaping. The basin will also have some trees on the north side along 19th street protecting the view for the public looking into the community, and for the community as a buffer for 19th street traffic.

9. Each parcel of City-owned land will be identified as a "Tract" at time of platting.

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is approximately $250,000 and will be paid and constructed by the developer, Betenbough Homes does not desire any reimbursement. The estimated cost of the maintenance is approximately $25,000 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".

12. Budget is attached in the service plan.

13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at $.15 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter.

15. Addressed in Section 6 of the petition.

16. Addressed in Section 5 of the petition.

Our goal is to provide all of the information requested to continue with the creation of the PID. Please let us know if you have any questions or require any additional information.

BETENBOUGH
HOMES

Chris Berry

Chris Berry
Development
Betenbough Homes

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO Willow Bend Villas (19th and Mackey)

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed public improvements. The general nature of the proposed public improvements is: (i)acquisition, construction, or drainage facilities or improvements, (ii) the design, construction and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District.

Section 3. Estimated cost of the proposed public improvements and annual maintenance: $500,000 estimated for proposed public improvements as mentioned in section 2. Annual maintenance costs - $75,000 for proposed improvements made by developer.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A and Exhibit B.

Section 5. Method of assessment. An assessment methodology has been prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to

property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

The assessment methodology will result in each parcel paying its fair share of the costs of maintaining the public improvements based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements or maintain the public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. The City will manage the District, or a partnership between the municipality or county and the private sector, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization, including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

PETITIONERS:

Betenbough Homes LLC

Chris Berry, Land Planning Manager

THE STATE OF TEXAS	§	KELLY D. OAKS Notary Public, State of Texas Notary ID# 132053444-5 My Commission Expires 06-17-2023
	§	
COUNTY OF LUBBOCK	§	

On this, the 8th day of September 2021, before me, the undersigned Notary Public, personally appeared Kelly Oaks who acknowledged that he is Community Development Manager of Betenbough Homes, LLC, and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Signature

EXHIBIT A

The Land

Description, "Tract A":

A 63.1982 acre tract of land located in the East Half (E/2) of Section 6, Block D-6, Brooks and Burleson Survey, Abstract Number 880, Lubbock County, Texas, and being situated within and a portion of that certain tract of land conveyed to HWY 179, LTD. described as "Tract 1" and all of that certain tract of land described as "Tract 2" in a General Warranty Deed recorded in Volume 10145, Page 346, and all of that certain 0.19 acre tract of land conveyed to HWY 179, LTD. described in a General Warranty Deed recorded in Volume 10394, Page 34, Official Public Records of Lubbock County, Texas, said 63.1982 acre tract, hereinafter referred to as "Tract A", being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "AMD ENG" set in place of a 1/2" iron rod with a cap marked "WSCI" found bent at the intersection of the east right-of-way line of the West Texas and Lubbock Railroad, as described in Volume 6182, Page 346 of the Real Property Records of Lubbock County, Texas, and the south right-of-way line of State Highway 114, also known as 19th Street, as described in Volume 181, Page 214 and Volume 491, Page 47 of the Deed Records of Lubbock County, Texas, at the northwest corner of said 0.19 acre tract for the northwest corner of this said Tract "A" and having coordinates of Northing: 7,274,815.61 and Easting: 897,482.48 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said Section 6 bears N. 01° 48' 46" E. a distance of 65.00 feet and S. 88° 11' 14" E. a distance of 2465.72 feet, as calculated from calls in said railroad right-of-way deed;

THENCE S. 88° 11' 14" E., along said right-of-way line of State Highway 114, a distance of 911.41 feet to a 1/2" iron rod with a cap marked "HRA" found at the northwest corner of that certain 2.0 acre tract of land described in a Warranty Deed recorded in Volume 4730, Page 67 of the Real Property Records of Lubbock County, Texas, for the most northerly northeast corner of this said "Tract A";

THENCE S. 01° 51' 08" W. a distance of 370.84 feet to a 1/2" iron rod found at the southwest corner of said 2.0 acre tract for an ell corner of this said "Tract A";

THENCE S. 88° 11' 59" E. a distance of 234.91 feet to a 1/2" iron rod with a cap marked "WSCI" found at the southeast corner of said 2.0 acre tract for the most easterly northeast corner of this said "Tract A";

THENCE S. 01° 51' 30" W., along the west line of an alley and the west plat limits of Energy Circle, Lots 1 thru 40, an addition to Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1835, Page 129 of the Deed Records of Lubbock County, Texas, at a distance of 1869.46 feet pass a 1/2" iron rod found at the end of said alley, continuing at a distance of 2204.38 feet pass a 1/2" iron rod with a cap marked "HRA" found at the southeast corner of said plat limits of Energy Circle, same being the northwest corner of that certain 11.16 acre tract of land described in a Warranty Deed recorded in County Clerk's file

number 2010001381 of the Official Public Records of Lubbock County, Texas, continuing for a total distance of 2359.76 feet to a 1/2" iron rod with a cap marked "HRA" found in the north right-of-way line of the West Texas and Lubbock railroad, as described in Volume 99, Page 459 of the Deed Records of Lubbock County, Texas, at the southwest corner of said 11.16 acre tract and the southeast corner of this said "Tract A", having coordinates of Northing: 7,272,050.90 and Easting: 898,539.46 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 70° 19' 00" W., along said railroad right-of-way line, a distance of 540.93 feet to a 1/2" iron rod with a cap marked "WSCI" found at a point of intersection at the southeast corner of that certain 8.71 acre right-of-way parcel for the West Texas and Lubbock Railroad described in Volume 6254, Page 30 of the Real Property Records of Lubbock County, Texas, for a corner of this said "Tract A";

THENCE N. 64° 25' 16" W. a distance of 103.01 to a 1/2" iron rod with a cap marked "WSCI" found at a point of intersection in the northeasterly right-of-way line of said railroad for a corner of this said "Tract A";

THENCE northwesterly, along a curve to the right and said railroad right-of-way line, an arc distance of 1049.59 feet, said curve having a radius of 904.93 feet, a delta angle of 66° 27' 17", a chord distance of 991.73 feet and a chord bearing of N. 31° 13' 29" W., to a 1/2" iron rod with a cap marked "WSCI" found at a point of tangency in the east right-of-way line of said railroad for a corner of this said "Tract A";

THENCE N. 02° 00' 10" E., along the east right-of-way line of said railroad at a distance of 1482.82 feet pass the northeast corner of said right-of-way in Volume 6254, Page 30, same being the southeast corner of said right-of-way in Volume 6182, Page 346, and the southwest corner of said 0.19 acre tract, continuing for a total distance of 1691.66 feet to the Point of Beginning. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. Survey feet.

EXHIBIT B

Sketch

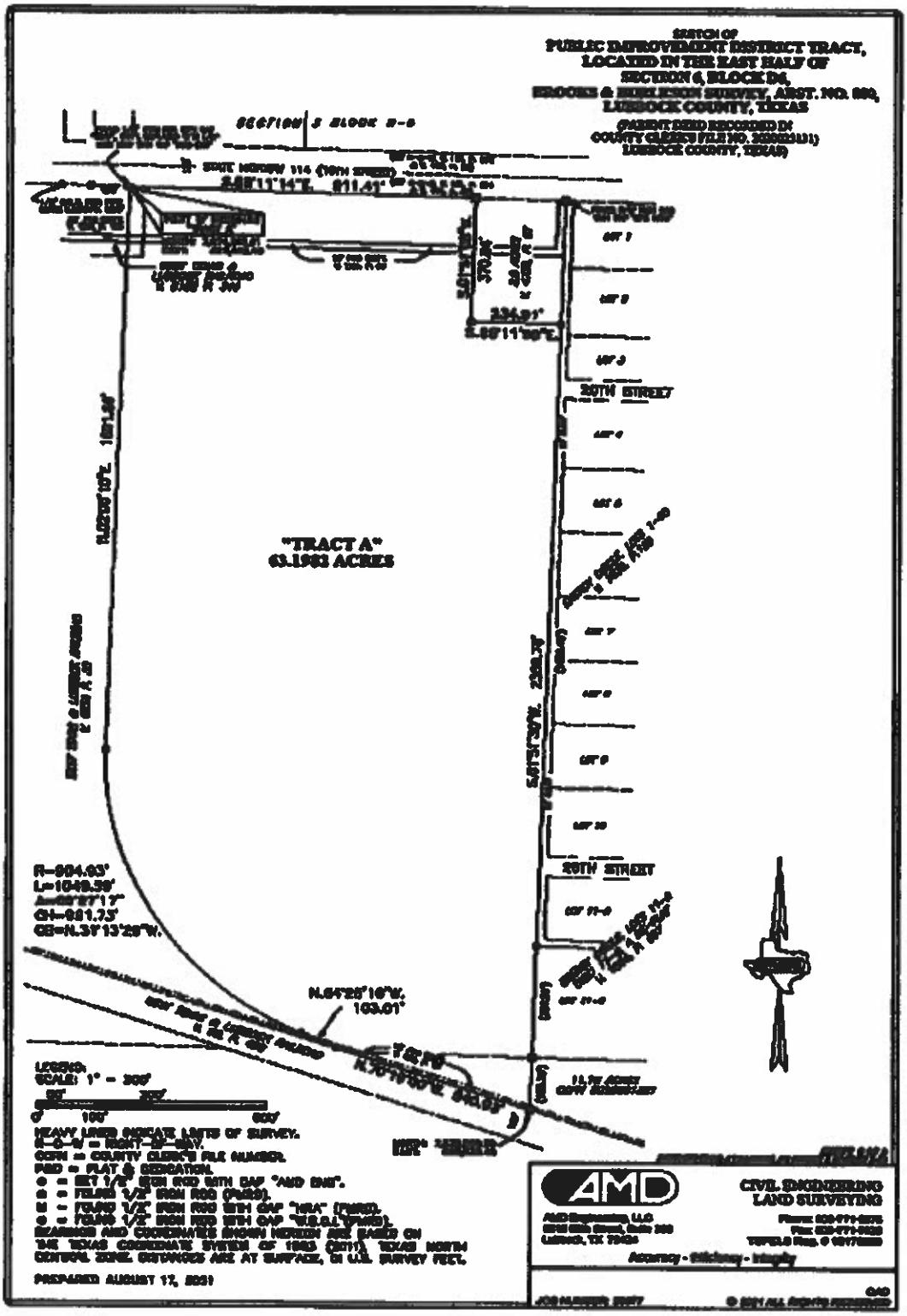

SKETCH OF
PUBLIC IMPROVEMENT DISTRICT TRACT,
LOCATED IN THE EAST HALF OF
SECTION 6, BLOCK D6,
BROOKS & HERRINGTON SURVEY, ABST. NO. 880,
LUBBOCK COUNTY, TEXAS
(PARENT DEED RECORDED IN
COUNTY CLERK'S FILE NO. 2020033131)
LUBBOCK COUNTY, TEXAS)
SECTION 5 BLOCK D-6
STATE HIGHWAY 114 (19TH STREET)
S.88°11'14"E. 811.41'
N.00°06'19"E. 1815.48'
S.00°11'19"W. 234.01'
S.01°57'30"E. 230.37'
20TH STREET
"TRACT A"
63.1983 ACRES
R=884.93'
L=1048.39'
Δ=68°27'13"
CH=991.73'
CB=N.31°13'28"W.
N.64°25'16"W.
103.01'
LEGEND:
SCALE: 1" = 200'
0
100'
200'
HEAVY LINES INDICATE LIMITS OF SURVEY.
R.O.W. = RIGHT-OF-WAY.
CCFN = COUNTY CLERK'S FILE NUMBER.
PGD = PLAT & DEDICATION.
● = SET 1/2" IRON ROD WITH CAP "AMD ENG".
● = FOUND 1/2" IRON ROD (PGD).
● = FOUND 1/2" IRON ROD WITH CAP "HRA" (TXDOT).
● = FOUND 1/2" IRON ROD WITH CAP "W.B.G.I." (PGD).
BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON
THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH
CENTRAL ZONE. DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET.
PREPARED AUGUST 17, 2021
AMD
CIVIL ENGINEERING
LAND SURVEYING
Accuracy - Efficiency - Integrity

EXHIBIT A

The Land

Description, "Tract A":

A 63.1982 acre tract of land located in the East Half (E/2) of Section 6, Block D-6, Brooks and Burleson Survey, Abstract Number 880, Lubbock County, Texas, and being situated within and a portion of that certain tract of land conveyed to HWY 179, LTD. described as "Tract 1" and all of that certain tract of land described as "Tract 2" in a General Warranty Deed recorded in Volume 10145, Page 346, and all of that certain 0.19 acre tract of land conveyed to HWY 179, LTD. described in a General Warranty Deed recorded in Volume 10394, Page 34, Official Public Records of Lubbock County, Texas, said 63.1982 acre tract, hereinafter referred to as "Tract A", being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "AMD ENG" set in place of a 1/2" iron rod with a cap marked "WSCI" found bent at the intersection of the east right-of-way line of the West Texas and Lubbock Railroad, as described in Volume 6182, Page 346 of the Real Property Records of Lubbock County, Texas, and the south right-of-way line of State Highway 114, also known as 19th Street, as described in Volume 181, Page 214 and Volume 491, Page 47 of the Deed Records of Lubbock County, Texas, at the northwest corner of said 0.19 acre tract for the northwest corner of this said Tract "A" and having coordinates of Northing: 7,274,815.61 and Easting: 897,482.48 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said Section 6 bears N. 01° 48' 46" E. a distance of 65.00 feet and S. 88° 11' 14" E. a distance of 2465.72 feet, as calculated from calls in said railroad right-of-way deed;

THENCE S. 88° 11' 14" E., along said right-of-way line of State Highway 114, a distance of 911.41 feet to a 1/2" iron rod with a cap marked "HRA" found at the northwest corner of that certain 2.0 acre tract of land described in a Warranty Deed recorded in Volume 4730, Page 67 of the Real Property Records of Lubbock County, Texas, for the most northerly northeast corner of this said "Tract A";

THENCE S. 01° 51' 08" W. a distance of 370.84 feet to a 1/2" iron rod found at the southwest corner of said 2.0 acre tract for an ell corner of this said "Tract A";

THENCE S. 88° 11' 59" E. a distance of 234.91 feet to a 1/2" iron rod with a cap marked "WSCI" found at the southeast corner of said 2.0 acre tract for the most easterly northeast corner of this said "Tract A";

THENCE S. 01° 51' 30" W., along the west line of an alley and the west plat limits of Energy Circle, Lots 1 thru 40, an addition to Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1835, Page 129 of the Deed Records of Lubbock County, Texas, at a distance of 1869.46 feet pass a 1/2" iron rod found at the end of said alley, continuing at a distance of 2204.38 feet pass a 1/2" iron rod with a cap marked "HRA" found at the southeast corner of said plat limits of Energy Circle, same being the northwest corner of that certain 11.16 acre tract of land described in a Warranty Deed recorded in County Clerk's file

number 2010001381 of the Official Public Records of Lubbock County, Texas, continuing for a total distance of 2359.76 feet to a 1/2" iron rod with a cap marked "HRA" found in the north right-of-way line of the West Texas and Lubbock railroad, as described in Volume 99, Page 459 of the Deed Records of Lubbock County, Texas, at the southwest corner of said 11.16 acre tract and the southeast corner of this said "Tract A", having coordinates of Northing: 7,272,050.90 and Easting: 898,539.46 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 70° 19' 00" W., along said railroad right-of-way line, a distance of 540.93 feet to a 1/2" iron rod with a cap marked "WSCI" found at a point of intersection at the southeast corner of that certain 8.71 acre right-of-way parcel for the West Texas and Lubbock Railroad described in Volume 6254, Page 30 of the Real Property Records of Lubbock County, Texas, for a corner of this said "Tract A";

THENCE N. 64° 25' 16" W. a distance of 103.01 to a 1/2" iron rod with a cap marked "WSCI" found at a point of intersection in the northeasterly right-of-way line of said railroad for a corner of this said "Tract A";

THENCE northwesterly, along a curve to the right and said railroad right-of-way line, an arc distance of 1049.59 feet, said curve having a radius of 904.93 feet, a delta angle of 66° 27' 17", a chord distance of 991.73 feet and a chord bearing of N. 31° 13' 29" W., to a 1/2" iron rod with a cap marked "WSCI" found at a point of tangency in the east right-of-way line of said railroad for a corner of this said "Tract A";

THENCE N. 02° 00' 10" E., along the east right-of-way line of said railroad at a distance of 1482.82 feet pass the northeast corner of said right-of-way in Volume 6254, Page 30, same being the southeast corner of said right-of-way in Volume 6182, Page 346, and the southwest corner of said 0.19 acre tract, continuing for a total distance of 1691.66 feet to the Point of Beginning. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. Survey feet.

Willow Bend Villas Public Improvement District

Willow Bend Villas PID

Parcels

Lot-Block Lines

0 250 500 1,000 Feet

City of Lubbock TEXAS

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.

5/21/2021

Willow Bend Villas
Proposed Revenue/Expense Worksheet

Method of Assessment

* Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District
* Assessment rate will be $0.15/$100 valuation
* All property will be assessed based on the final 2022 "net taxable value".

Service Plan

	PROPOSED					
TAX YEAR	**2022**	**2023**	**2024**	**2025**	**2026**	**Totals**
Property Values*	8,750,000	22,050,000	37,366,000	53,863,320	54,940,586	54,940,586
Discounted Property Values	7,875,000	19,845,000	33,629,400	48,476,988	49,446,528	49,446,528
FISCAL YEAR REVENUES	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**Totals**
Interest	-	-	-	-	1,533	1,533
Assessment @ $0.15	11,813	29,768	50,444	72,715	74,170	238,909
Assessment @ $0.10	-	-	-	-	-	-
Total	**11,813**	**29,768**	**50,444**	**72,715**	**75,703**	**240,442**
EXPENSES						
Park 1						
Pocket Park (playscape and landscaping)	-	7,650	7,803	7,959	8,118	31,530
Park 2						
Pocket Park (playscape and landscaping)		7,650	7,803	7,959	8,118	31,530
Signage	-					
Neighborhood Entry Signs	-	1,020	1,040	1,061	1,082	4,204
Landscaping						
Trees along 19th st	-	1,020	1,040	1,061	1,082	4,204
Basing Landscaping						
Proirrigation and grass establishment	-	5,100	5,202	5,306	5,412	21,020
Electric Cost for irrigation						
Proposed Parks 1 and 2	-	1,408	1,436	1,465	1,494	5,803
Administrative Costs	3,000	3,577	3,649	3,722	3,796	17,744
Annual Operating Costs	4,000	4,080	4,162	4,245	4,330	20,816
Paid by developer						
Total	**7,000**	**31,505**	**32,135**	**32,778**	**33,434**	**136,852**
Cash Reserves	**4,813**	**3,075**	**21,384**	**61,321**	**103,590**	**103,590**

*Property Value growth rate = 2% annually
**Expense growth rate = 2% annually

Assessment Information for $100,000 home **$ 150.00**

Sec. 5.014. NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT. (a) A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property the [a] written notice prescribed by Subsection (a-1) or (a-2), as applicable.

(a-1) Except for the notice prescribed by Subsection (a-2), the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality or county levying assessment), TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the [a] purchaser of the real property described above, you are obligated to pay assessments [~~an assessment~~] to (insert name of [a] municipality or county, as applicable), Texas, for the costs of a portion of a public [~~an~~] improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from (insert name of [~~the~~] municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(a-2) For a district described by Section 372.0035, Local Government Code, the notice required by Subsection (a) shall be executed by the seller and must, except as provided by Subsection (b), read as follows:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO (insert name of municipality levying assessment), TEXAS CONCERNING THE FOLLOWING HOTEL PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to (insert name of municipality), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Services") undertaken for the benefit of the property within (insert name of public improvement district) (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED SERVICES, WHICH MUST BE PAID IN FULL WITH EVERY PAYMENT BY THE HOTEL OF LOCAL HOTEL OCCUPANCY TAX REMITTANCES TO THE MUNICIPALITY. YOUR FAILURE TO PAY THE ASSESSMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE, AND MAY INCLUDE THE PURSUIT OF ANY OTHER REMEDY THAT IS AUTHORIZED UNDER SECTION 372.0035(d), LOCAL GOVERNMENT CODE.

Information about the calculation of the assessment may be obtained from (insert name of the municipality). The exact assessment rate will be approved each year by (insert name of city council) in the annual service plan update for the district. More information about the assessments, including the assessment rate and due dates, may be obtained from (insert name of municipality).

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ _____

Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

(3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;

(4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;

(5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(6) from one co-owner to another co-owner of an undivided interest in the real property;

(7) to a spouse or a person in the lineal line of consanguinity of the seller;

(8) to or from a governmental entity; or

(9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Exhibit B
City of Lubbock, TX
Finance Department
Willow Bend Villas PID
Proposed 2024 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and
* Assessment rate will be $0.15/$100 valuation
* All property will be assessed based on the final 2024 "net taxable value".

Service Plan

	Adopted Budget	Proposed Budget	Projected				
TAX YEAR	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**Totals**
Property Values (Taxable Value)	54,675,660	61,704,706	78,688,800	80,262,576	81,867,828	83,505,184	83,505,184
Discounted Property Values = 90%	49,208,094	55,534,235	70,819,920	72,236,319	73,681,045	75,154,666	75,154,666
FISCAL YEAR REVENUES	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**	**Totals**
Interest	$ 193	2,968	3,670	4,831	6,058	7,354	$ 25,074
Assessment @ $0.15	73,812	83,301	106,230	108,354	110,522	112,732	594,951
Total	**$ 74,005**	**86,269**	**109,900**	**113,185**	**116,579**	**120,086**	**$ 620,025**
EXPENSES							
Pocket Park 1 - 2102 Kinsey Ave	$ -	20,000	20,400	20,808	21,224	21,649	$ 104,081
Pocket Park 2 - 2158 Kinsey Ave	-	20,000	20,400	20,808	21,224	21,649	104,081
Basin Park - 8945 19th St	-	-	-	-	-	-	-
Entry Signs	-	-	-	-	-	-	-
Repairs	-	10,000	10,200	10,404	10,612	10,824	52,040
Park Equipment Maintenance	-	3,200	3,264	3,329	3,396	3,464	16,653
Public Improvement Projects	-	-	-	-	-	-	-
Electric Cost	-	1,200	1,224	1,248	1,273	1,299	6,245
Water Cost	-	5,000	5,100	5,202	5,306	5,412	26,020
Administrative Cost	10,439	11,346	11,573	11,804	12,040	12,281	69,484
Annual Operating Cost	6,000	8,562	8,733	8,908	9,086	9,268	50,557
Total	**$ 16,439**	**79,308**	**80,894**	**82,512**	**84,162**	**85,846**	**$ 429,161**
Cash Reserves	**$ 84,798**	**91,759**	**120,765**	**151,438**	**183,855**	**218,096**	**$ 850,712**

*Property Value growth rate = 2% annually
**Expense growth rate = 2% annually

Assessment Information for $100,000 home = $150.00

Willow Bend Villas Public Improvement District
Public Hearing for the Review of the Assessment Rate
August 27, 2024 | 2:00 P.M.
Citizens Tower Council Chamber | 1314 Avenue K, Lubbock, TX 79401

Please take notice that on August 27, 2024, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2024 assessment rate for property owners in the Willow Bend Villas Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Business Development Department on the 9th Floor of Citizens Tower after August 8, 2024.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) acquisition, construction, or drainage facilities or improvements, (ii) the design, construction and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision (iv) including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $412,722 over the next five years. The estimated annual cost rises from $79,308 in FY 2024-25 to $85,846 in FY 2028-29. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation through tax year 2028.

Boundaries: The District is located wholly within the City of Lubbock, Texas. The Willow Bend Villas Public Improvement District covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 19th Street to the north, the alley between Kelsey Avenue and Kenwood Avenue to the east, and railroad tracks to the south and west. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Brianna Brown, City of Lubbock Business Development Department at 806-775-3082.**

The above referenced PUBLIC HEARING NOTICE was posted at the South side Citizens Tower, West of the revolving doors at 1314 Avenue K, Lubbock, Texas, on the _____ day of _____, 2024 at _____ AM/PM.

By: _____

Information

Agenda Item

Ordinance 2nd Reading - Planning:

A. Consider Ordinance No. 2024-O0110, and take action on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for adoption, limited to the following:

1. Section 39.02.018.c.1.A (related to Residential Uses in the SF-2, MDR, and HDR Districts)
2. Table 39.02.004.c-2 (related to SF-2 Lot Density and Dimensions)
3. Table 39.02.004.d-2 (related to MDR Lot Density and Dimensions)
4. Table 39.03.023-2 (related to Base Public and Nonresidential Districts Sign Standards)
5. Section 39.07.041 and the Final Plat Submission Checklist (related to Final Plat Document Requirements and Applicant Responsibilities)
6. Section 39.07.040 and the Preliminary Plat Submission Checklist (related to Preliminary Plat Document Requirements and Applicant Responsibilities)
7. Section 39.10.002 (related to Definitions)
8. Section 39.02.016, Table 39.02.004.c-1, Table 39.02.004.d-1, Table 39.02.004.d-3, Table 39.02.004.e-1, Table 39.02.004.e-3, Table 39.03.009-1 (related to the Land Use Matrix)
9. Section 39.07.041.j (related to Final Plat Recording)
10. Section 39.07.041.k.3 (related to Final Plat and Preliminary Plat Renewal and Expiration)
11. Section 39.07.040.b (related to Preliminary Plat Purpose)
12. Table 39.02.004.e-2 (related to HDR Lot Density and Dimensions)
13. Table 39.02.016-1 (related to Outdoor Storage in the Industrial Park District (IP))
14. Section 39.02.020.d.7.C (related to Nonresidential and Mixed-Use Accessory Uses and Structures)
15. Section 39.02.020.c (related to Residential Accessory Uses and Structures)
16. Section 39.07.044.b (related to Waiver of Improvements)
17. Section 39.07.045.b (related to Delay of Improvements)
18. Section 39.02.018.e (related to Limited Use Standards)
19. Table 39.03.002-1 (related to Building and Site Design Applicability)
20. Table 39.02.004.c-3 (related to SF-2 Off-Street Parking and Loading Schedule)
21. Table 39.04.005-3 (related to Minimum Driveway Throat Length)
22. Section 39.04.021.b (related to Recording of Plat and Dedication of Improvements)
23. Table 39.03.016-1 (related to District Bufferyard Standards)
24. Section 39.02.020.b.6 (related to Nonresidential and Mixed-Use Fences)
25. Section 39.04.012 (related to Public Water Systems)
26. Section 39.04.013 (related to Public Wastewater Systems)
27. Section 39.02.023.b.3 (related to Specific Allowances for Height Requirements)
28. Table 39.02.022-1 (related to setback measurements)
29. Section 39.02.023.d.3 (related to Contextual Rear Setbacks)
30. Section 39.02.004.a.4.A, Section 39.02.004.b.4.A, Section 39.02.004.c.4.A, Section 39.02.004.d.4.A, and Section 39.02.004.e.4.A (related to Lot Density and Dimensions)
31. Table 39.02.006.b-2 (related to Office (OF) Lot Intensity and Dimensions)
32. Section 39.07.004.f (related to Plat Filing)

Item Summary

The Planning and Zoning Commission (PZC) and City Council held a joint public hearing on July 25, 2024, to discuss amending the Unified Development Code (Ordinance No. 2023-O0054). Additionally, consideration was given to written lists of all documentation and other information the municipality requires to be submitted with a plat application, as required by TLGC Section 212.0081.

On August 1, 2024, the PZC recommended adoption of amendments to the Unified Development Code by a vote of 7-0-0. The amendments approved by the City Council on first reading of the ordinance at their meeting on August 13, 2024 are attached.

***Proposed Amendments from the following Sections were postponed to the September 10, 2024 City Council meeting:
1. Table 39.03.023-2 (related to Base Public and Nonresidential Districts Sign Standards)
2. Section 39.02.004.a.7, Section 39.02.004.b.7, Section 39.02.004.c.7, Section 39.02.004.d.7, Section 39.02.004.e.7 (related to Signs in Residential Districts for Non-Residential Uses)
3. Section 39.03.023.b.8 (related to Monument Signs)

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

UDC Amendments Ordinance
UDC Amendments

ORDINANCE NO._____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE (ORDINANCE NO. 2023-O0054), AMENDING SECTIONS 39.02.018.c, RELATED TO RESIDENTIAL LIMITED USE STANDARDS, TABLE 39.02.004.c-2, RELATED TO SF-2 LOT DENSITY AND DIMENSIONS, TABLE 39.02.004.d-2, RELATED TO MDR LOT DENSITY AND DIMENSIONS, SECTION 39.10.002, RELATED TO DEFINITIONS, SECTION 39.07.041, RELATED TO FINAL PLATS, SECTION 39.07.040, RELATED TO PRELIMINARY PLATS, SECTION 39.02.013, RELATED TO THE SOUTH OVERTON OVERLAY (SOO), SECTION 39.02.016 AND TABLE 39.02.016-1, RELATED TO THE LAND USE MATRIX, TABLES 39.02.004.c-1, 39.02.004.d-1, 39.02.004.d-3, 39.02.004.e-1, 39.02.004.e-3, AND 39.03.009-1, RELATED TO DUPLEXES AND TOWNHOUSES, TABLE 39.02.004.e-2, RELATED TO HDR LOT DENSITY AND DIMENSIONS, SECTION 39.02.020.d.7.C, RELATED TO NONRESIDENTIAL AND MIXED-USE ACCESSORY USES AND STRUCTURES, SECTION 39.02.020.c., RELATED TO RESIDENTIAL ACCESSORY USES, SECTION 39.07.044, RELATED TO WAIVER OF IMPROVEMENTS, SECTION 39.07.045, RELATED TO DELAY OF IMPROVEMENTS, SECTION 39.02.018.e, RELATED TO CIVIC AND INSTITUTIONAL USES LIMITED USE STANDARDS, TABLE 39.03.002-1, RELATED TO BUILDING AND SITE DESIGN APPLICABILITY, TABLE 39.02.004.c-3, RELATED TO SF-2 OFF-STREET PARKING AND LOADING SCHEDULE, TABLE 39.04.005-3, RELATED TO MINIMUM DRIVEWAY THROAT LENGTH, SECTION 39.04.021.b, RELATED TO RECORDING OF PLAT AND DEDICATION OF IMPROVEMENTS, TABLE 39.03.016-1, RELATED TO DISTRICT BUFFERYARD STANDARDS, SECTION 39.02.020.b, RELATED TO GENERAL ACCESSORY USES AND STRUCTURES, SECTION 39.04.012, RELATED TO PUBLIC WATER SYSTEMS, SECTION 39.04.013, RELATED TO PUBLIC WASTEWATER SYSTEMS, SECTION 39.02.023, RELATED TO SPECIFIC ALLOWANCES, TABLE 39.02.022-1, RELATED TO MEASUREMENTS, SECTIONS 39.02.004.a.4.A, 39.02.004.b.4.A, 39.02.004.c.4.A, 39.02.004.d.4.A, AND 39.02.004.e.4.A, RELATED TO LOT DENSITY AND DIMENSIONS, TABLE 39.02.006.b-2, RELATED TO OFFICE (OF) LOT INTENSITY AND DIMENSIONS, SECTION 39.07.004.f, RELATED TO PLAT FILING, AND REVIEW AND APPROVE WRITTEN LISTS OF ALL DOCUMENTATION AND OTHER INFORMATION THE MUNICIPALITY REQUIRES TO BE SUBMITTED WITH A PLAT APPLICATION, PURSUANT TO STATE LAW; PROVIDING FOR THE PRINTING OF, AND DISPLAY FOR PUBLIC INSPECTION, AN AMENDED ZONING MAP; PROVIDING AN EFFECTIVE DATE; 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 at a joint public hearing of the Planning and Zoning Commission and the City of Council of the City of Lubbock held on July 25, 2024 at 6:00 p.m., and after due consideration, and upon receiving the final report of the Planning and Zoning Commission regarding said changes, the City Council found that it would be expedient and in the interest of the public health, safety and general welfare to

make the following proposed ordinance amendments to the Unified Development Code (UDC), Ordinance No. 2023-O0054; and

WHEREAS, all conditions precedent required by law for a valid amendment to the City of Lubbock Code of Ordinances, including zoning ordinances, have been fully complied with, including giving notice through social media sites, the City of Lubbock's public access channel, access links on the City of Lubbock's website, media releases and media advisory fliers provided to the public media, hard copies of the proposed amendments available in the City of Lubbock Planning Department and notice of the joint public hearing as required by the Texas Local Government Code Sec. 211.007(d), and in accordance with the notice plan passed by the City Council of the City of Lubbock by at least a two-thirds vote on June 25, 2024 by Resolution No. 2024-R0301; and

WHEREAS, notice of the joint public hearing was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the joint public hearing before the City Council and the Planning and Zoning Commission on such proposed amendments and in accordance with the hearing notice schedule as adopted by Resolution No. 2024-R0301, and the joint public hearing according to said notice, was held in the City Council Chamber of Citizens Tower in Lubbock, Texas, at which time persons appeared and had the opportunity to participate in the joint public hearing; and after said hearing, it was by the City Council determined that it would be in the public interest that the City of Lubbock Code of Ordinances, including 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:

SECTION 1. THAT the Unified Development Code of the City of Lubbock (Ordinance No. 2023-O0054) is hereby amended with regard to Sections 39.02.018.c, related to Residential Limited Use Standards, Table 39.02.004.c-2, related to SF-2 Lot Density and Dimensions, Table 39.02.004.d-2, related to MDR Lot Density and Dimensions, Section 39.10.002, related to Definitions, Section 39.07.041, related to Final Plats, Section 39.07.040, related to Preliminary Plats, Section 39.02.013, related to the South Overton Overlay (SOO), Section 39.02.016 and Table 39.02.016-1, related to the Land Use Matrix, Tables 39.02.004.c-1, 39.02.004.d-1, 39.02.004.d-3, 39.02.004.c-1, 39.02.004.c-3, and 39.03.009-1, related to Duplexes and Townhouses, Table 39.02.004.c-2, related to HDR Lot Density and Dimensions, Section 39.02.020.d.7.C, related to Nonresidential and Mixed-Use Accessory Uses and Structures, Section 39.02.020.c., related to Residential Accessory Uses, Section 39.07.044, related to Waiver of Improvements, Section 39.07.045, related to Delay of Improvements, Section 39.02.018.c, related to Civic and Institutional Uses Limited Use Standards, Table 39.03.002-1, related to Building and Site Design Applicability, Table 39.02.004.c-3, related to SF-2 Off-Street Parking and Loading Schedule, Table 39.04.005-3, related to Minimum Driveway Throat Length, Section 39.04.021.b, related to Recording of Plat and Dedication of Improvements, Table 39.03.016-1, related to District Bufferyard Standards, Section 39.02.020.b, related to General Accessory Uses and Structures, Section 39.04.012, related to Public Water Systems, Section 39.04.013, related to Public Wastewater Systems, Section 39.02.023, related to Specific

Allowances, Table 39.02.022-1, related to Measurements, Sections 39.02.004.a.4.A, 39.02.004.b.4.A, 39.02.004.c.4.A, 39.02.004.d.4.A, and 39.02.004.e.4.A, related to Lot Density and Dimensions, Table 39.02.006.b-2, related to Office (OF) Lot Intensity and Dimensions, Section 39.07.004.f, related to Plat Filing, and review and approve written lists of all documentation and other information the municipality requires to be submitted with a plat application pursuant to state law.

SECTION 2. THAT the UDC amendments to the sections mentioned above and set forth in "Exhibit A", attached hereto and incorporated herein, are hereby adopted by the City Council of the City of Lubbock.

SECTION 3. THAT this Ordinance shall be cumulative of all other ordinances dealing with the same subject, and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed, and the provisions of this Ordinance shall supersede any provisions in conflict herewith. All provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION 4. THAT a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 5. 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 6. 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 W. MCBRAYER, MAYOR

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ccdocs://Ordinance Amending UDC 2024_between readings
8.16.24

Proposed UDC Amendments

1. **Section 39.02.018.c (1)(A) - Residential Uses in the SF-2, MDR, and HDR Districts.**

   a. **Current Language:** *Housing Types*. Only a single permitted housing type (Single-Family Cottage, Single-Family Detached Dwelling (including industrialized housing), Single-Family Garden Home, Duplex, Multiplex, Apartment, and Townhouse) may occupy a given block face. Newly constructed Duplexes, Multiplexes, Apartments, and Townhouses shall not be permitted across the street from existing or proposed Single-Family Cottages, Single-Family Detached Dwellings, or Single-Family Garden Homes.

   b. **Proposed Revision:** *Housing Types*. If a block face contains only one or more single-family housing types, ~~Only a single permitted housing type~~ (Single-Family Cottage, Single-Family Detached Dwelling (including industrialized housing), Single-Family Garden Home, and townhouses), ~~Duplex, Multiplex, Apartment, and Townhouse)~~ then the block face shall only contain single-family housing. ~~may occupy a given block face. Newly constructed~~ Duplexes, Multiplexes, and Apartments, ~~and Townhouses~~ shall ~~not~~ be permitted across the street from existing single-family housing, only when either the proposed duplexes, multiplexes and apartments, or the existing single-family houses do not face that street ~~or proposed Single-Family Cottages, Single-Family Detached Dwellings, or Single-Family Garden Homes~~.

2. **Table 39.02.004.c-2 – SF-2 Lot Density and Dimensions – Single-Family Cottage**

   a. **Current Language:** Minimum lot area is 4,000 square feet.
   b. **Proposed Revision:** Change to **3,500 square feet**.

Standards	Conventional						
	Single-Family Detached Dwelling	Single-Family Garden Home	Single-Family Cottage	Duplex	Town-house	Multi-Plex	Sing Fam Deta Dwe
Minimum Lot Area per Dwelling Unit (square feet)	5,000	3,500	4,000	2,500	2,000	1,500	3,0

3. **Table 39.02.004.d-2 – MDR Lot Density and Dimensions - Duplex**

   a. **Current Language:** Minimum side setback is 10 feet.
   b. **Proposed Revision:** Change to **5 feet**.

Standards	Single-Family Detached		Duplex	
	Garden Home	Cottage	Side by Side	Stacked
Minimum Lot Area (square feet)	2,200	2,200	2,000	1,800
Minimum Lot Width (feet)	35	35	40	40
Maximum Building Height (feet)	35	35	35	45
Minimum Front Setback (feet)	15	15	15	15
Minimum Front Setback (feet) (cul-de-sac)	5	5	5	5
Minimum Side Setback (feet) (Zero Setback Side / Non-Zero Setback Side)	0 / 10	5	10	10

4. **Table 39.03.023-2 – Base Public and Nonresidential Districts Sign Standards – Canopy Signs**

POSTPONED

   a. **Current Language:** Limited to a maximum of 1 sign per canopy.
   b. **Proposed Revision:** Change to **No max**.

Zoning District	Sign Type	Sign Permit Required	Number of Signs (max)	Sign Area (max)	Sign Width (max)	Sign Height (max)	Sign Setback or Placement (min)
	Canopy	Yes	1 per canopy	--	75% of canopy width	3 feet above roofline	--

5. **Table 39.03.023-2 – Base Public and Nonresidential Districts Sign Standards – Canopy Signs**

POSTPONED

   a. **Current Language:** EMD Signs are prohibited.
   b. **Proposed Revision:** Change to **Yes**.

Zoning District	Sign Type	Sign Permit Required	Number of Signs (max)	Sign Area (max)	Sign Width (max)	Sign Height (max)	Sign Setback or Placement (min)	On-Site Spacing (min)	Sign Projection (max)	EMD Allowed
	Canopy	Yes	1 per canopy	--	75% of canopy width	3 feet above roofline	--	--	18 inches	No

6. **Section 39.10.002 Definitions – Retail Sales**

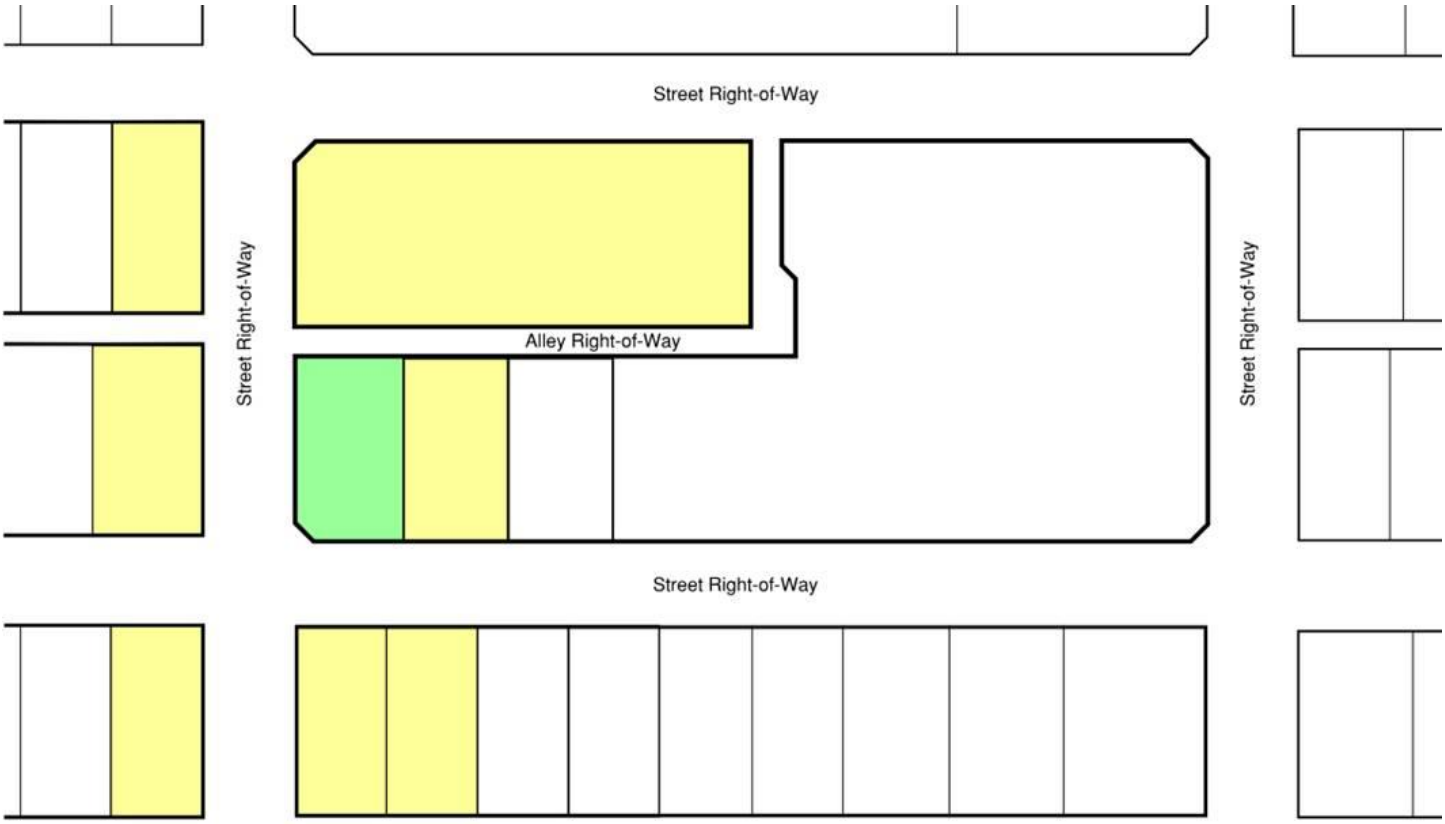
   a. **Current Language:** **Retail Sales** means the sale of goods, merchandise, services, and/or commodities to the general public. This definition includes: …….smoke shop;

   b. **Proposed Revision:** **Retail Sales** means the sale of goods, merchandise, services, and/or commodities to the general public. This definition includes: …….~~smoke shop;~~

7. **Section 39.07.041 – Final Plat – Document Requirements**

   a. **Current Language:** 11. Reference by name to recorded plats of adjacent and abutting properties;

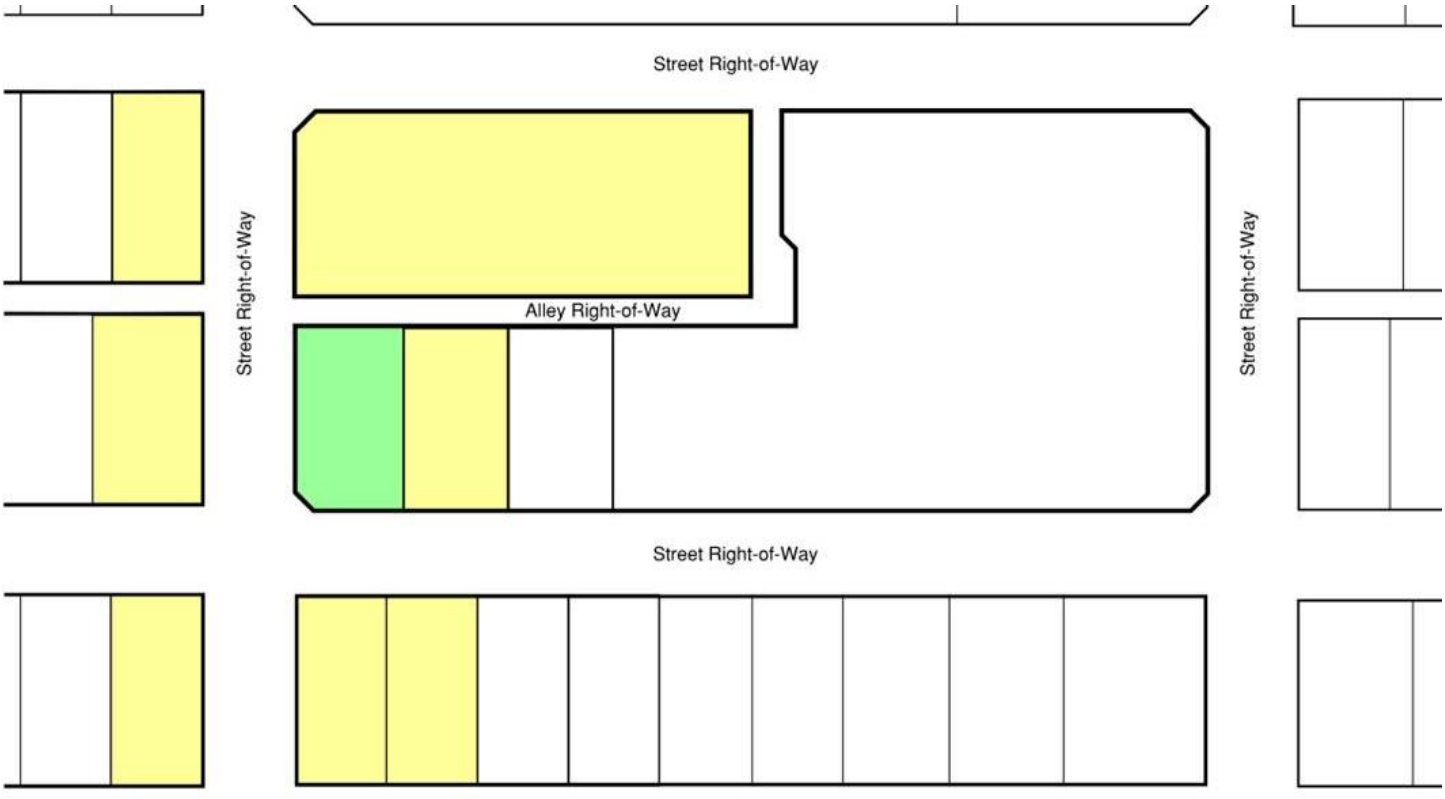
   a. **Proposed Revision:** 11. ~~Reference by name to recorded plats of adjacent and abutting properties;~~ The following property information shall be shown on all property abutting the plat boundary and all properties located directly north, south, east, west, and diagonally opposite from the plat boundary, even if separated by a street or alley :
      A. Subdivision name, Lot #, Block #, and recording information (if the property is platted);
      B. Name of ownership with deed and recording information (if the property is not platted); and
      C. Any recorded easements known to the surveyor at the time of submittal with recording information;



8. Section 39.07.040 – Preliminary Plat – Document Requirements

a. Current Language: 12. The following adjoining and abutting property information shall be shown on all property adjoining and abutting the plat boundary:

b. Proposed Revision: 12. The following ~~adjoining and abutting~~ property information shall be shown on all property ~~adjoining and~~ abutting the plat boundary and all properties located directly north, south, east, west, and diagonally opposite from the plat boundary, even if separated by a street or alley:



9. **Section 39.07.040 – Preliminary Plat – Document Requirements**

    a. **Current Language:** 21. All spelling on the plat shall be correct; and

    b. **Proposed Revision:** 21. All information and spelling on the plat shall be correct, current, and accurate at the time of submission; and

10. **Section 39.07.041 – Final Plat – Document Requirements**

    c. **Current Language:** None

    d. **Proposed Revision:** 27. All information and spelling on the plat shall be correct, current, and accurate at the time the Registered Professional Land Surveyor has sealed, signed, and dated the document to be recorded.

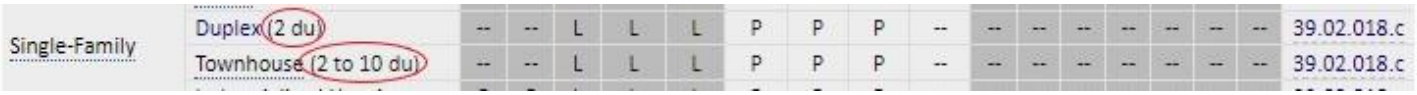
11. **Section 39.10.002 Definitions**

    a. **Current Language:** **Townhouse** means a house joined with other houses in a row, joined to its neighbors by party walls and covered by the same roof, while occupying separate lots. No townhouse structure shall have less than two dwelling units or an overall length exceeding 250 feet.

    b. **Proposed Revision:** **Townhouse** means a house joined with other houses in a row, joined to its neighbors by party walls and covered by the same roof, while occupying separate lots. No townhouse structure shall have less than ~~two~~ three dwelling units or an overall length exceeding ~~250~~ 300 feet.

12. **Section 39.02.016 – Land Use Matrix, Table 39.02.004.c-1, Table 39.02.004.d-1, Table 39.02.004.d-3, Table 39.02.004.e-1, Table 39.02.004.e-3, Table 39.03.009-1 – Duplex and Townhouses**

    a. **Current Language:** Number of dwelling units is defined
    b. **Proposed Revision:** Remove both references to dwelling units and let the definitions control



13. **Section 39.07.040(c)(6) – Preliminary Plat – Applicant Responsibilities (and amend the checklist)**

    a. **Current Language:** Water and sewer schematic layouts sufficient to demonstrate how the proposed lots will be served by public water and sewer.

    b. **Proposed Revision:** Water and sewer schematic layouts sufficient to demonstrate how the proposed lots will be served by public water and sewer~~.~~, or an approved groundwater study as required by TLGC Section 212.0101.

14. **Section 39.07.040(c) – Preliminary Plat – Applicant Responsibilities (and amend the checklist)**

    a. **Current Language:** None.

    b. **Proposed Revision:** 7. Request for waiver, delay, or parallel construction of improvements, if applicable.

15. Section 39.07.041(e)(5) – Final Plat – Applicant Responsibilities (and amend the checklist)

a. Current Language: 5. Any supplementary materials required for approval;

6. Dedication(s) by separate instrument (as indicated on the face of the final plat to be recorded), if applicable.

7. Easement or right-of-way closure ordinance, if applicable; and

8. Street island ordinance, if applicable.

b. Proposed Revision: 5. ~~Any supplementary materials required for approval~~ Approved Groundwater Study (if applicable), as required by TLGC Section 212.0101

6. ~~Dedication(s) by separate instrument (as indicated on the face of the final plat to be recorded), if applicable.~~ Request for waiver, delay, or parallel construction of improvements, if applicable.

~~7. Easement or right-of-way closure ordinance, if applicable; and~~

~~8. Street island ordinance, if applicable.~~

16. Section 39.07.041(j) – Final Plat – Recording

a. Current Language: Within 10 days of receipt and approval of the above documents, the Director of Planning shall record the approved Final Plat with the Lubbock County Clerk. After the plat has been recorded, the Director of Planning shall issue to the subdivider the necessary copies of the approved and signed Final Plat along with the Lubbock County filing number. Impact fees are determined in accordance with Section 41.03.003 of the Lubbock Code of Ordinances.

b. Proposed Revision: Before a Final Plat can be recorded, the following documents must be submitted:

A. Dedication Deed
B. Ownership Certificate
C. Tax Certificate
D. Easement or right-of-way closure ordinance, if not yet recorded,
E. Street island ordinance, if applicable.
F. Dedication(s) by separate instrument (as indicated on the face of the final plat to be recorded), if applicable.

Within 10 days of receipt and approval of the above documents, the Director of Planning shall record the approved Final Plat with the Lubbock County Clerk. After the plat has been recorded, the Director of Planning shall issue to the subdivider the necessary copies of the approved and signed Final Plat along with the Lubbock County filing number. Impact fees are determined in accordance with Section 41.03.003 of the Lubbock Code of Ordinances.

17. Section 39.07.041(k)(3) - Final Plat – Preliminary Plat Renewal – Renewal and Expiration

a. Current Language: *Renewal and Expiration*. If a Final Plat of the remaining area has not been submitted within the two-year time period, the portion of the Preliminary Plat for which no Final Plat has been submitted shall be deemed null and void. However, if at least one phase of the Preliminary Plat has received Final Plat approval, its public improvements have been completed, and it has been

recorded with the Lubbock County Clerk, an extension to the two-year time limit shall be automatically granted for all phases.

b. **Proposed Revision:** *Renewal and Expiration*. If a Final Plat of the remaining area has not been submitted within the two-year time period, the portion of the Preliminary Plat for which no Final Plat has been submitted shall be deemed null and void. However, if at least one phase of the Preliminary Plat has received Final Plat approval~~, its public improvements have been completed,~~ and it has been recorded with the Lubbock County Clerk, an extension to the two-year time limit shall be automatically granted for all remaining phases.

18. Section 39.07.040(b) – Preliminary Plat - Purpose

a. **Current Language:** The purpose of a Preliminary Plat is to provide sufficient information to evaluate and review the general design of a proposed subdivision to ensure compliance with the Master Development Plan, if applicable, and the requirements of this UDC prior to submittal of a Final Plat. If a Final Plat that includes all of an applicant's contiguous ownership is submitted to the City for approval, the Director of Planning shall have the option to not require a Preliminary Plat for the property.

b. **Proposed Revision:** The purpose of a Preliminary Plat is to provide sufficient information to evaluate and review the general design of a proposed subdivision to ensure compliance with the Master Development Plan, if applicable, and the requirements of this UDC prior to submittal of a Final Plat. If a Final Plat contains four or fewer lots and tracts, or ~~that~~ includes all of an applicant's contiguous ownership ~~is submitted to the City for approval, the Director of Planning shall have the option to not require~~ a Preliminary Plat for the property shall not be required.

19. Section 39.02.004(a)(7), (b)(7), (c)(7), (d)(7), (e)(7) – Signs in Residential Districts for Non-Residential Uses

POSTPONED

a. **Current Language: Signs.** Table 39.02.004.a-5, *RE Permitted Sign Types*, denotes sign types permitted in the RE district. For more details and specific standards, refer to Division 3.5, *Signs*. Signs not listed in this table are prohibited in this zoning district. In case of a conflict between Table 39.02.004.a-5 and the provisions of Division 3.5, *Signs*, the latter shall control.

b. **Proposed Revision: Signs.**

A. Table 39.02.004.a-5, *RE Permitted Sign Types*, denotes sign types permitted in the RE district. For more details and specific standards, refer to Division 3.5, *Signs*. Signs not listed in this table are prohibited in this zoning district. In case of a conflict between Table 39.02.004.a-5 and the provisions of Division 3.5, *Signs*, the latter shall control.

A. Table 39.02.004.b-5, *SF-1 Permitted Sign Types*, denotes sign types permitted in the SF-1 district. For more details and specific standards, refer to Division 3.5, *Signs*. Signs not listed in this table are prohibited in this zoning district. In case of a conflict between Table 39.02.004.b-5 and the provisions of Division 3.5, *Signs*, the latter shall control.

A. Table 39.02.004.c-5, *SF-2 Permitted Sign Types*, denotes sign types permitted in the SF-2 district. For more details and specific standards, refer to Division 3.5, *Signs*. Signs not listed in this table are prohibited in this

zoning district. In case of a conflict between Table 39.02.004.c-5 and the provisions of Division 3.5, *Signs*, the latter shall control.

A. Table 39.02.004.d-5, *MDR Permitted Sign Types*, denotes sign types permitted in the MDR district. For more details and specific standards, refer to Division 3.5, *Signs*. Signs not listed in this table are prohibited in this zoning district. In case of a conflict between Table 39.02.004.d-5 and the provisions of Division 3.5, *Signs*, the latter shall control.

A. Table 39.02.004.e-5, *HDR Permitted Sign Types*, denotes sign types permitted in the HDR district. For more details and specific standards, refer to Division 3.5, *Signs*. Signs not listed in this table are prohibited in this zoning district. In case of a conflict between Table 39.02.004.e-5 and the provisions of Division 3.5, *Signs*, the latter shall control.

B. *Nonresidential.* For nonresidential developments, refer to Subsection 39.02.006.a, *Neighborhood Commercial (NC)*.

20. Table 39.02.004.e-2 HDR Lot Density and Dimensions – Single-Family, Duplex, and Townhouse

a. Current Language: Requires a 20' rear setback for adjacent to non-residential

b. Proposed Revision: Change to **15 feet**.

Standards	Conventional		Village		Mixed-Use Only		
	Single-Family Detached, Cottage, or Garden Home	Duplex	Apartment or Multiplex	Townhouse	Single-Family Detached, Cottage, or Garden Home	Live-Work	Vertical Mixed-Use
Minimum Rear Setback (feet) (Adjacent to Residential Use / Adjacent to Nonresidential Use)	0 / 20	0 / 20	20 / 10	0 / 20	0 / 20	20 / 10	50 / 20

21. Table 39.02.016-1 – Outdoor Storage – Industrial Park District (IP)

a. Current Language: Prohibited in the IP District.

b. Proposed Revision: Change to **Permitted "P"**.

Table 39.02.016-1
Permitted Uses by District

P = Permitted | L = Limited | S = Specific | "--" Prohibited

Use Category	Land Use	Base Residential					Base Mixed-Use				Base Public and Nonresidential Districts							Use-Specific Standards
		RE	SF-1	SF-2	MDR	HDR	MU-1	MU-2	MU-3	MU-5	NC	OF	AC	HC	IP	LI	GI	
Nonresidential Accessory Uses	Drive-In or Drive-Through Facility	--	--	--	--	L	--	--	--	--	L	L	L	P	P	--	--	39.02.020.d
	Helipad (Hospital/Public Safety)	--	--	--	--	--	S	S	S	S	--	S	S	S	S	S	S	39.02.019
	Outdoor Display of Merchandise	--	--	--	--	--	L	L	L	L	L	--	L	L	--	L	--	39.02.020.d
	Outdoor Storage	--	--	--	--	--	L	L	L	L	L	--	L	L	--	P	P	39.02.020.d

22. Section 39.10.002 Definitions – Utilities and Power Generation, Transmission, and Distribution

a. Current Language:

Utilities means the conduits, pipes, wires, etc. and associated appurtenances used to provide various services to both residential and commercial uses. Water, wastewater, and stormwater service are primary utilities provided by the municipality and natural gas, electricity, and communication are primary utilities provided by public or private utilities.

Power Generation, Transmission, and Distribution means a large-scale creation of power which includes large solar collectors and windmills for nonresidential uses and more forms of utility power generation. This definition includes central power and lighting plant and public utility installations.

b. **Proposed Revision:**

Utilities means the conduits, pipes, wires, etc. and associated appurtenances used to provide various services to both residential and commercial uses. Water, wastewater, and stormwater service are primary utilities provided by the municipality and natural gas, electricity, and communication are primary utilities provided by public or private utilities. This definition includes public utility installations.

Power Generation, Transmission, and Distribution means a large-scale creation of power which includes large solar collectors and windmills for nonresidential uses and more forms of utility power generation. This definition includes central power and lighting plants. ~~and public utility installations~~.

23. Section 39.06.002 – Planning and Zoning Commission

a. **Current Language:** None.

DENIED

b. **Proposed Revision:**
c. **Recommendations.** In addition to what is permitted by state law, if the planning and zoning commission recommends against a proposed amendment, supplement, change or modification, the proposed amendment, supplement, change or modification must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the City Council.

24. Section 39.02.020.d(7)(C) – Nonresidential and Mixed-Use Accessory Uses and Structures - Outdoor Storage

a. **Current Language:** *Location*. An outdoor storage facility shall be located to the rear or side of the primary structure and as great of a distance as feasible from the public right-of-way and adjacent residentially zoned or used property.

b. **Proposed Revision:** *Location*. An outdoor storage facility shall be located to the rear or side of the primary structure and ~~as great of a distance as feasible~~ shall be screened on all sides ~~the public right-of-way and adjacent residentially zoned or used property~~ by a minimum 6 foot solid wood or masonry screening fence.

25. Table 39.03.023-2 – Sign Regulations in the Base Public and Nonresidential and Base Mixed-Use Districts

a. **Current Language:** Requires a 20' clearance for Blade Signs.

b. **Proposed Revision:** Change from 20' to **10 feet**.

Zoning District	Sign Type	Sign Permit Required	Number of Signs (max)	Sign Area (max)	Sign Width (max)	Sign Height (max)	Sign Setback or Placement (min)	On-Site Spacing (min)	Sign Projection (max)	EMD Allowed
	Projecting (Blade)	Yes	1 per building facade	24 sq. ft.	3 ft.	10 ft.	20 ft. clear-ance	--	48 inches	No

26. Section 39.02.020.c(6)(A)(ii) Residential Accessory Uses and Structures - Outdoor Swimming Pool, Spa, and Hot Tub.

DENIED

a. **Current Language:** For garden home housing types, where the structure is set with a zero-foot setback on one side property line, an outdoor pool shall have the same setback as the non-zero side setback of the residence.

b. **Proposed Revision:** ~~For garden home housing types, where the structure is set with a zero-foot setback on one side property line, an outdoor pool shall have the same setback as the non-zero side setback of the residence.~~

27. Section 39.07.044(b) Waiver of Improvements

a. **Current Language: Purpose**. Waiver of water, wastewater, or paving may be requested, subject to the requirements of this Section. The purpose of a Waiver of Improvements is to allow for an exemption to complying with the requirements of Sections 39.04.005, *Street Network and Design*, 39.04.012, *Public Water Systems*, and 39.04.013, *Public Wastewater Systems*, specifically as such Sections relate to extending new or improving existing water or wastewater lines or streets. A Waiver of Improvements request may only be considered concurrently with a Preliminary Plat or Final Plat, or Replat. The subdivider shall include as part of the Plat application the reason(s) they should be eligible for a Waiver of Improvements in accordance with this Section. Failure to submit such information shall render the Plat application incomplete.

b. **Proposed Revision: Purpose**. Waiver of water, wastewater, or paving may be requested, subject to the requirements of this Section. The purpose of a Waiver of Improvements is to allow for an exemption to complying with the requirements of Sections 39.04.005, *Street Network and Design*, 39.04.012, *Public Water Systems*, and 39.04.013, *Public Wastewater Systems*, specifically as such Sections relate to extending new or improving existing water or wastewater lines or streets. A Waiver of Improvements request may only be considered concurrently with a Preliminary Plat. In the event a Preliminary Plat is not required, a Waiver of Improvements request may be considered concurrently with a ~~or~~ Final Plat~~,~~ or Replat. The subdivider shall include as part of the Plat application the reason(s) they should be eligible for a Waiver of Improvements in accordance with this Section. Failure to submit such information shall render the Plat application incomplete.

28. Section 39.07.045(b) Delay of Improvements

c. **Current Language: Purpose**. Delay of water, wastewater, or paving may be requested, subject to the requirements of this Section. The purpose of a Delay of Improvements is to allow the subdivider to postpone the installation of infrastructure required in Sections 39.04.005, Street Network and Design, 39.04.012, *Public Water Systems*, and 39.04.013, *Public Wastewater Systems*, specifically as such Sections relate to extending new or improving existing water or wastewater lines or streets. A Delay of Improvements request may only be considered concurrently with a Preliminary Plat, or Final Plat, or Replat. The subdivider shall include as part of the Plat application the reason(s) they should be eligible for a Delay in accordance with this Section. Failure to submit such information shall render the Plat application incomplete.

d. **Proposed Revision: Purpose**. Delay of water, wastewater, or paving may be requested, subject to the requirements of this Section. The purpose of a Delay of Improvements is to allow the subdivider to postpone the installation of infrastructure required in Sections 39.04.005, Street Network and Design, 39.04.012, *Public Water Systems*, and 39.04.013, *Public Wastewater Systems*, specifically as such Sections relate to extending new or improving existing water or wastewater lines or streets. A Delay of Improvements request may only be considered concurrently with a Preliminary Plat. In the event a Preliminary Plat is not required, a Waiver of Improvements request may be considered concurrently with a ~~or~~ Final Plat, or Replat. The subdivider shall include as part of the Plat application the reason(s) they should be eligible for a Delay in accordance with this Section. Failure to submit such information shall render the Plat application incomplete.

29. Section 39.02.018.e(9) Limited Use Standards - Civic and Institutional Uses

a. **Current Language: Medical Office / Clinic**. The gross floor area shall not exceed 3,500 square feet.

b. **Proposed Revision: Medical Office / Clinic**. The gross floor area shall not exceed ~~3,500~~ 15,000 square feet.

30. Section 39.07.040(c)Document Requirements(13) – Preliminary Plat – Applicant Responsibilities (and Checklist)

a. **Current Language:** The location, name, and width of all streets, alleys, public and private easements, and rights-of-way existing or proposed within the subdivision limits, along with the proposed names of streets;

b. **Proposed Revision:** The location, name, and width of all streets, alleys, public and private easements, and rights-of-way existing or proposed, ~~within the subdivision limits~~ shown on the face of the plat, both inside and outside the plat boundary , along with the proposed names of streets, as approved by City of Lubbock staff;

31. Table 39.03.002-1 Building and Site Design Applicability

a. **Current Language:** Requires Landscaping and bufferyard requirements to be met when the increase in GFA is less than 50% and/or when a change in use requires additional parking.

b. **Proposed Revision:** Remove this requirement.

Type of Development	Div. 3.2, Building Types and Design	Div. 3.3, Parking, Loading, Stacking, and Access	Div. 3.4, Trees, Landscaping, and Buffering ♦ = Division Applies	Div. 3.5, Signs	Div. 3.6, Outdoor Lighting
New residential, nonresidential, or mixed-use development or change in use from residential to nonresidential or mixed-use	♦	♦	♦	♦	♦
Increase in apartment units, manufactured home stands, GFA, or impervious surface by 50 percent or more cumulatively over a 5-year period	♦	♦	♦	♦	♦
Increase in apartment units, manufactured home stands, GFA, or impervious surface by 25 to 49 percent cumulatively over a 5-year period	♦	♦	♦		♦
Change in use requiring additional parking, loading, or stacking spaces		♦	♦		♦
Increase in apartment units, manufactured home stands, GFA, or impervious surface by less than 25 percent cumulatively over a 5-year period		♦	♦		♦

32. Table 39.02.004.c-3 - SF-2 Off-Street Parking and Loading Schedule

a. **Proposed Revision:** add the parking requirement for Multiplex

Use Category	Number of Required Parking Spaces	Required Bicycle Spaces in MU, NIO, and CIO	Required Loading
Home Subdivision			
Multiplex (3 - 4 du)	1.25 per DU with 1 bedroom 1.75 per DU with 2 bedrooms 2.25 per DU with 3+ bedrooms	2	--

33. Section 39.03.023.b.8 – Monuments Signs

POSTPONED

a. **Current Language:** *Separation*. Monument or pole signs are permitted on one street frontage when 400 feet of frontage is provided. The total area of both signs shall not exceed the maximum sign area listed in the table below and the minimum separation between signs is 200 feet.

b. **Proposed Revision:** *Separation*. Two monument or pole signs are permitted on one street frontage when 400 feet of frontage is provided. The total area of both signs shall not exceed the maximum sign area listed in the table below and the minimum separation between signs is 200 feet.

34. Table 39.04.005-3 – Minimum Driveway Throat Length

a. **Proposed Revision:** Add this table to an additional location in the UDC under Division 3.3 Parking, Loading, Stacking, and Access

Total Number of Parking Spaces	Minimum Throat Length (ft.)
20-49	25 ft.
50-199	50 ft.
200+	75 ft.

35. **Section 39.07.040.c – Preliminary Plat – Document Requirements**

    a. **Current Language:** The following notice shall be printed on the face of each Preliminary Plat submitted: "Preliminary Plat - for inspection purposes only and in no way official or approved for recording purposes";

    b. **Proposed Revision:** ~~The following notice shall be printed on the face of each Preliminary Plat submitted: "Preliminary Plat - for inspection purposes only and in no way official or approved for recording purposes";~~ A statement shall be placed on the plat clearly indicating it is for review purposes only and not for recording;

36. **Section 39.07.040 – Preliminary Plat and 39.07.041 – Final Plat – Document Requirements**

    a. **Current Language:** There is no section number for Document Requirements

    b. **Proposed Revision:** d. Document Requirements (and correct the labeling of the latter sections)

    c. **Proposed Revision:** f. Document Requirements (and correct the labeling of the latter sections)

37. **Section 39.07.041.e – Final Plat – Document Requirements**

    a. **Current Language:** 3. "Blanket solid waste collection easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted";

    b. **Proposed Revision:** ~~3. "Blanket solid waste collection easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted";~~

38. **Section 39.07.041.e – Final Plat – Document Requirements**

    a. **Current Language:** 4. "Blanket [insert 'underground' if applicable] utility easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted to [insert name of public, private or franchise utility or certificated service provider of telecommunications]"; and

    b. **Proposed Revision:** 4. "Blanket [insert 'underground' if applicable] utility easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted to [insert name of public, private or franchise utility or certificated service provider of telecommunications]. Blanket easements are herein granted exclusively to each individual tract for service to and within that tract"; and

39. **Section 39.07.041.e – Final Plat – Document Requirements**

    a. **Current Language:** 5. "Public pedestrian 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-of-way onto private property and are constructed for the continuance of the

accessible routes across the back of the driveway. This easement applies to existing and any future drive entrances as constructed."

b. **Proposed Revision:** 5. "Public pedestrian access easement is herein granted [within specific lot or tract designation, if applicable] 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-of-way onto private property and are constructed for the continuance of the accessible routes across the back of the driveway. This easement applies to existing and any future drive entrances as constructed."

40. Section 39.07.041.e – Final Plat – Document Requirements

a. **Current Language:** 14. Lots shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Tracts shall be lettered in alphabetical order. Such designation will be continuous in the order that Final Plats of portions of an approved Preliminary Plat are recorded with the County Clerk;

b. **Proposed Revision:** 14. Lots shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Tracts shall be lettered in alphabetical order. Such designation will be continuous in the order that Final Plats of portions of an approved Preliminary Plat are recorded with the County Clerk; however, if a different naming convention has been established for prior adjacent plats within that subdivision, then a naming convention consistent with the prior plats may be used.

41. Section 39.07.041.e – Final Plat – Document Requirements

a. **Current Language:** 15. Replatted lots will be designated alphanumerically (e.g. Lot 1-A), and further subdivision will alternate numbers and letters (e.g. Lot 1-A-1, Lot 1-A-1-A). The same alternating method will be used for tracts (e.g. Tract A-1, Tract A-1-A, Tract A-1-A-1);

b. **Proposed Revision:** 15. Replatted lots will be designated alphanumerically (e.g. Lot 1-A), and further subdivision will alternate numbers and letters (e.g. Lot 1-A-1, Lot 1-A-1-A). The same alternating method will be used for tracts (e.g. Tract A-1, Tract A-1-A, Tract A-1-A-1); However, if a different naming convention has been established for prior adjacent plats within that same subdivision, then a naming convention consistent with the prior plats may be used

42. Section 39.07.041.j – Final Plat – Document Requirements

a. **Current Language:** Within 10 days of receipt and approval of the above documents, the Director of Planning shall record the approved Final Plat with the Lubbock County Clerk. After the plat has been recorded, the Director of Planning shall issue to the subdivider the necessary copies of the approved and signed Final Plat along with the Lubbock County filing number. Impact fees are determined in accordance with Section 41.03.003 of the Lubbock Code of Ordinances.

b. **Proposed Revision:** Within 10 days of receipt and approval of the above documents, the Director of Planning shall record the approved Final Plat with the Lubbock County Clerk. Or in the case of plats located in the ETJ, the Director of Planning shall provide the plat and supporting documents to Lubbock County for Commissioners Court approval. After the plat has been recorded, the Director of Planning shall issue to the subdivider the necessary copies of the approved and signed Final Plat along with the

Lubbock County filing number. Impact fees are determined in accordance with Section 41.03.003 of the Lubbock Code of Ordinances.

43. Section 39.10.002 – Definitions – Cul-de-sac

a. **Current Language:** None

b. **Proposed Revision:** **Cul-de-sac** a bulbous street or passage closed at one end, the design of which shall adhere to the City of Lubbock Engineering Minimum Design Standards and Specifications.

44. Section 39.04.021.b - Recording of Plat and Dedication of Improvements

a. **Current Language:**
   a. **Dedication Deed or Dedicatory Certificate**. A dedication deed or dedicatory certificate executed by all persons, firms, or corporations owning an interest in the property subdivided and platted and acknowledged in the manner prescribed by the laws of the state for conveyances of real property shall be submitted for each Final Plat. Two true copies shall be furnished with the original. The dedication deed shall include the following information:
      1. *Spouses and Homesteads*. The spouses of any married party executing such dedication deed shall join with their spouses therein unless satisfactory proof is provided showing that the property to be subdivided is the sole and separate property of the spouse signing such deed and that such property does not constitute any portion of such party's homestead, in which case the instrument of dedication shall state the fact that the property subdivided and platted does not constitute a part of such party's homestead.
      2. *Subordination Agreement*. The lienholder shall execute a subordination agreement subordinating their liens or enter into the dedication or granting, if any, of all public streets, alleys, parks, public easements, and any other public areas shown on the plat of such subdivision are being designated for public uses and purposes.
      3. Dedication Deed. The dedication deed shall, in addition to the above requirements, contain the following:
         A. An accurate description of the tract of land subdivided;
         B. A statement and express representation that the parties joining in such dedication deed are the sole owners of such tract of land;
         C. An express dedication, if any, to the public for public use forever of any streets, alleys, rights-of-way, stormwater drainage and impoundment easements, parks, public easements, or other public places shown on the plat; and
         D. A positive reference and identification of the plat of such subdivision by the name of such subdivision, date of the plat, and name of surveyor preparing the plat.
      4. *Certificate of Ownership*. A certificate of ownership statement prepared by a qualified attorney or title insurance company licensed to do business in Texas shall be submitted with each Final Plat certifying that the title to the property has been examined and naming all owners, lienholders, and recorded encumbrances of said tract of land.
      5. *Tax Certificate*. A current tax certificate from the Lubbock Central Appraisal District is required with each Final Plat showing that all taxes have been paid on the tract to be subdivided and that no delinquent taxes exist against the property in accordance with Texas Property Code Section 12.002 (E).

6. *Final Drainage Plan.* If required, a final drainage plan and analysis that meets the requirements of the Drainage Criteria Manual and Master Drainage Plan and has been approved by the City Engineer.
7. *Other Documents*. Such other ordinances, protective covenants, certificates, affidavits, endorsements, dedications, and closures and abandonments as may be required for the enforcement of these regulations shall be provided as separate instruments to be recorded with the plat. Other plat-associated documents, such as subdivision deed restrictions, may be recorded with the plat if the subdivider chooses.

b. **Proposed Revision:**

a. ~~**Dedication Deed or Dedicatory Certificate**~~ **Required Documents.** ~~A dedication deed or dedicatory certificate executed by all persons, firms, or corporations owning an interest in the property subdivided and platted and acknowledged in the manner prescribed by the laws of the state for conveyances of real property shall be submitted for each Final Plat. Two true copies shall be furnished with the original. The dedication deed shall include the following information:~~

1. *Dedication Deed or Dedicatory Certificate.* A dedication deed or dedicatory certificate executed by all persons, firms, or corporations owning an interest in the property subdivided and platted and acknowledged in the manner prescribed by the laws of the state for conveyances of real property shall be submitted for each Final Plat. Two true copies shall be furnished with the original. The dedication deed shall include the following information:
   ~~1.~~ *A. Spouses and Homesteads*. The spouses of any married party executing such dedication deed shall join with their spouses therein unless satisfactory proof is provided showing that the property to be subdivided is the sole and separate property of the spouse signing such deed and that such property does not constitute any portion of such party's homestead, in which case the instrument of dedication shall state the fact that the property subdivided and platted does not constitute a part of such party's homestead.
   ~~2.~~ *B. Subordination Agreement*. The lienholder shall execute a subordination agreement subordinating their liens or enter into the dedication or granting, if any, of all public streets, alleys, parks, public easements, and any other public areas shown on the plat of such subdivision are being designated for public uses and purposes.
   ~~3.~~ *C*. An accurate description of the tract of land subdivided;
   ~~4.~~ *D*. A statement and express representation that the parties joining in such dedication deed are the sole owners of such tract of land;
   ~~5.~~ *E*. An express dedication, if any, to the public for public use forever of any streets, alleys, rights-of-way, stormwater drainage and impoundment easements, parks, public easements, or other public places shown ~~on the plat~~ within the proposed plat boundary; and
   ~~6.~~ *F*. A positive reference and identification of the plat of such subdivision by the name of such subdivision, date of the plat, and name of surveyor preparing the plat.
2. *Certificate of Ownership*. A certificate of ownership statement prepared by a qualified attorney or title insurance company licensed to do business in Texas shall be submitted with each Final Plat certifying that the title to the property has been examined and naming all owners, lienholders, and recorded encumbrances of said tract of land.
3. *Tax Certificate*. A current tax certificate from the Lubbock Central Appraisal District is required with each Final Plat showing that all taxes have been paid on the tract to be subdivided and that no delinquent taxes exist against the property in accordance with Texas Property Code Section 12.002 (E).

4. *Final Drainage Plan.* If required, a final drainage plan and analysis that meets the requirements of the Drainage Criteria Manual and Master Drainage Plan and has been approved by the City Engineer.
5. *Other Documents*. Such other ordinances, protective covenants, certificates, affidavits, endorsements, dedications, grants of use by separate instrument, and closures and abandonments as may be required for the enforcement of these regulations shall be provided as separate instruments to be recorded with the plat. Other plat-associated documents, such as subdivision deed restrictions, may be recorded with the plat if the subdivider chooses.

45. Table 39.03.016-1 – District Bufferyard Standards

a. **Proposed Revision:** Change MU-6 to **MU-5**

Table 39.03.016-1
District Bufferyard Standards

Zoning of Parcel Proposed for Development	Zoning of Adjoining District							
	RE	SF-1, SF-2, MU-1	MDR, HDR	MU-2 through MU-6	NC, OF	AC, HC, IP	LI	GI
RE	--	--	--	--	--	--	--	--
SF-1, SF-2, MU-1	A	--	--	--	--	--	--	--
MDR, HDR	B	A	--	--	--	--	--	--
MU-2 through MU-6	B	B	--	--	--	--	--	--
NC, OF	B	B	B	B	--	--	--	--

46. Section 39.10.002 – Definitions

a. **Current Language:**

M

MU-4 means the Depot Mixed-Use zoning district.

M

MU-6 means the Arts Mixed-Use zoning district.

b. **Proposed Revision:** Remove definitions for MU-4 and MU-6

47. Table 39.03.023-2 Base Public and Nonresidential Districts Sign Standards - Murals

POSTPONED

a. **Current Language:** Murals are limited to 50% of façade area/10% of façade area per tenant and 75% of façade or tenant space width in MU Districts. They are also limited to 750 sq. ft. and 35' width in non-residential districts.
b. **Proposed Revision:** Change Sign Area (max) and Sign Width (max) to **No max** and remove MU-4 and MU-6 from list.

Table 39.03.023-2
Base Public & Nonresidential Districts Sign Standards

EMD = Electronic Message Display | max = maximum allowed | min = minimum required | ft. = feet | sq. ft. = square feet | -- = not applicable

Zoning District	Sign Type	Sign Permit Required	Number of Signs (max)	Sign Area (max)	Sign Width (max)	Sign Height (max)	Sign Setback or Placement (min)	On-Site Spacing (min)	Sign Projection (max)	EMD Allowed
MU-1, MU-2, MU-3, MU-4, MU-5, and MU-6	Mural	Yes	No max	50% of facade 10% per tenant – see e., *Mural*, above	75% of facade or tenant space	--	--	--	--	No
NC, AC, OF, LI, GI, HC and IP	Mural	Yes	No max	750 sq. ft.	35 ft.	--	--	--	--	No
						Based on frontage: up to 99 ft. = 5 ft	Front: 10 ft.			

48. Section 39.02.020.b.6.C – Nonresidential and Mixed-Use Fences

a. **Current Language:** *Prohibited Fence Materials*. Residential fences not associated with the permitted keeping of livestock are prohibited from being composed of the following materials:

b. **Proposed Revision:** *Prohibited Fence Materials*. Nonresidential ~~Residential~~ fences not associated with the permitted keeping of livestock are prohibited from being composed of the following materials:

49. Section 39.02.020.b.6.A.ii & D – Nonresidential and Mixed-Use Fences

a. **Proposed Revision:** ~~ii. Fences and gates that exceed four feet in height shall not extend beyond the front facade of the building.~~

b. **Current Language:** *Location*. Except as permitted in Paragraph F., *Hotel Fencing*, below, fences and gates that exceed four feet in height shall not extend beyond the front facade of the building.

c. **Proposed Revision:** *Location*. Except in the IP, LI, and GI districts, and as permitted in Paragraph F., *Hotel Fencing*, below, fences and gates that exceed four feet in height shall not extend beyond the front facade of the building.

50. Section 39.04.012 - Public Water Systems

a. **Current Language:** 2. City Limits. All lots in any subdivision platted within the City limits after the effective date of this UDC shall be served by public water systems prior to the issuance of a Building Permit in accordance with the provisions of this Section.

b. **Proposed Revision:** 2. City Limits. All lots in any subdivision platted within the City limits after the effective date of this UDC shall be served by public water systems prior to the issuance of a Building Permit in accordance with the provisions of this Section. Greenspaces maintained by a Public

Improvement District (PID) or Homeowner's Association (HOA) may be serviced by a water well and utility extensions are not required.

51. Section 39.04.013 Public Wastewater Systems

a. **Current Language:** 2. City Limits. All lots in any subdivision platted within the City limits after the effective date of this UDC that are within 180 feet of an existing City wastewater main shall be served by public wastewater systems prior to the issuance of a Building Permit in accordance with the provisions of this Section. All lots outside the City limits in the ETJ shall be provided with an on-site sewage disposal system or cluster system approved by Lubbock County.

b. **Proposed Revision:** 2. City Limits. All lots in any subdivision platted within the City limits after the effective date of this UDC that are within 180 feet of an existing City wastewater main shall be served by public wastewater systems prior to the issuance of a Building Permit in accordance with the provisions of this Section. Utility extensions are not required to greenspaces maintained by a Public Improvement District (PID) or Homeowner's Association (HOA). All lots outside the City limits in the ETJ shall be provided with an on-site sewage disposal system or cluster system approved by Lubbock County.

52. Section 39.02.023.b.3 - Specific Allowances – Height Requirements

a. **Current Language:** 3. Setback Plane. As depicted in Figure 39.02.023-1, Setback Plane, where a multiplex, apartment, nonresidential, or mixed-use building (Letter "A" in Figure 39.02.023-1) adjoins a single-family or duplex property (Letter "B" in Figure 39.02.023-1), the building height may be increased beyond the maximum permitted if the setback nearest the adjoining residence is increased one foot for each one foot of height above the maximum permitted height (Letter "C" in Figure 39.02.023-1).

b. **Proposed Revision:** 3. Setback Plane. As depicted in Figure 39.02.023-1, Setback Plane, ~~where a multiplex, apartment, nonresidential, or mixed-use building (Letter "A" in Figure 39.02.023-1) adjoins a single-family or duplex property (Letter "B" in Figure 39.02.023-1),~~ the building height may be increased beyond the maximum permitted if the setbacks ~~nearest the adjoining residence~~ from all property lines (with the exception of the front lot line), which abut residentially zoned property, ~~is~~ are increased one foot for each one foot of height above the maximum permitted height (Letter "C" in Figure 39.02.023-1).

53. Section 39.10.002 Definitions

a. **Current Language: Single-Family Cottage** means a type of Single-Family Detached Dwelling that is located on its own lot, has narrower than typical side setbacks, and is used by a single family.

b. **Proposed Revision: Single-Family Cottage** means a type of Single-Family Detached Dwelling that is located on its own lot, ~~has narrower than typical side setbacks~~, ~~and~~ is used by a single family~~.~~, and does not exceed 1,300 square feet.

54. Table 39.02.022-1 (and **Section 39.10.002**, Definition of Setback) – Language for setback measurements:

a. **Current Language: Setback** means the horizontal distance of a required open area at grade between the outer wall of a building or structure and the adjoining property lines, or, in the case of an abutting private street, the back-of-curb, unoccupied and unobstructed by any portion of a structure from the ground upward. The front and side setback lines span the entire width of the property. The interior side and exterior side setback lines extend from the required front setback line to the required rear setback line.

b. **Proposed Revision:** "The horizontal distance of a required private open area at grade between the outer wall **(or exterior finish)** of a building or structure and the adjoining property lines"

55. Section 39.10.002 – Definition of Front Lot Line

a. **Current Language: Front Lot Line** means the line at the front of a home where the public right-of-way ends, and a homeowner's property begins.

b. **Proposed Revision: Front Lot Line** means the line ~~at the front of a home~~ on a parcel where the public street right-of-way ends~~,~~ and the ~~homeowner's~~ owner's property begins. On parcels intended for multi-family, mixed-use, or non-residential development, the front lot line shall be the abutting dedicated street right-of-way of greatest designation or lot line of most narrow length that abuts a street right-of-way. On parcels intended for all other residential development, the front lot line shall be the abutting dedicated street right-of-way of least designation or lot line of most narrow length that abuts a street right-of-way.

56. Section 39.10.002 – Definition of Rear Lot Line

a. **Current Language: Rear Lot Line** means the line at the rear of a home where the owner's property ends.

b. **Proposed Revision: Rear Lot Line** means the line ~~at the rear of a home~~ opposite the established or assumed Front Lot Line of the same property where the owner's property ends, abutting a dedicated right-of-way or separate parcel."

57. Section 39.07.041.e Document Requirements 19

a. **Current Language:** Bearing, distances, and ties to the property boundary (including medians) shall be indicated;

b. **Proposed Revision:** Bearing***s***, distances, and ties to the proposed plat boundary, serviced lots or tracts, or an adjacent property boundary ~~(including medians)~~ shall be indicated for all easements to be dedicated or granted and proposed blocks or other contiguous groups of lots or tracts surrounded on all sides by rights-of-way. Proposed street islands and medians proposed by the plat shall be dimensioned such that each can be mathematically located directly from the information displayed on the plat;

58. Section 39.07.041.e Document Requirements 12

a. **Current Language:** 12. Boundary lines of all lots, tracts, and parcels with accurate dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves. Such lines shall be shown in the same manner as required for Preliminary Plats in Section 39.07.038.c.4, Contents;

b. **Proposed Revision:** 12. Boundary lines of all lots, tracts, and parcels with accurate dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves. Such lines shall be shown in the same manner as required for Preliminary Plats in Section ~~39.07.038.c.4~~ 39.07.040.c Document Requirements 8~~, Contents~~;

59. **Section 39.07.040.c Document Requirements 17**
    a. **Current Language:** Proposed arrangement of lots. Property for residential use shall be platted as lots and shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Property platted for commercial use, public use, or private street use shall be platted as tracts and shall be lettered in alphabetical order;

    b. **Proposed Revision:** Proposed arrangement of lots. Property for residential use shall be platted as lots and shall be numbered consecutively from one (1) to the total number of lots in the subdivision. Property platted for commercial use, public use, or private street use shall be platted as tracts and shall be lettered in alphabetical order. If phased development results in lot or tract labels which differ from the approved Preliminary Plat and Drainage Analysis lot or tract labels, a revised or updated Finish Floor Table shall be submitted to Development Engineering staff;

60. **Section 39.07.041.e Document Requirements 28**
    a. **Current Language:** N/A
    b. **Proposed Revision: 28. The following certificate of approval by the Lubbock County Commissioners Court shall be placed on every Final Plat residing within (either in whole or in part) the City of Lubbock Extra-Territorial Jurisdiction (ETJ):**

    Approved this _____day of _____, 20__ ,

    by the Commissioners Court of the County of Lubbock, Texas.

    Approved _____ County Judge

    Attest _____ County Clerk

61. **Section 39.07.041.e Document Requirements** – The following notices shall be stated on the face of the plat when they apply to that particular plat #2
    a. **Current Language:** "Any easements or rights-of-way shown as 'to be dedicated by separate instrument' are shown on the plat for information purposes only. This plat does not dedicate said easements";
    b. **Proposed Revision:** "Any easements or rights-of-way shown as 'to be dedicated by separate instrument' or 'to be granted by separate instrument' are shown on the plat for information purposes only. This plat does not dedicate said easements";

62. **Section 39.10.002** – Definition of Educational Services –
    a. **Current Language: Educational Services** means any use devoted to learning, regardless of whether it is public, private, commercial or noncommercial or for children or adults. Playground equipment, athletic fields, athletic stadiums, cafeterias, gymnasiums, parking (including bus parking), and libraries are considered valid accessory uses of this land use. This definition also includes commercial school, including trade school; commercial schools, except mechanical or trade; nonprofit training center with retail sales as an incidental use; private schools having a curriculum equivalent to that of public schools, public schools; and schools, private or public, directly related to the medical profession.
    b. **Proposed Revision: Educational Services** means any use devoted to learning, regardless of whether it is public, private, commercial or noncommercial or for children or adults. Playground equipment, athletic fields, athletic stadiums, cafeterias, gymnasiums, parking (including bus parking), and libraries are considered valid accessory uses of this land use. This definition also includes commercial school, including trade or technical schools~~; commercial schools~~, except mechanical ~~or trade~~; nonprofit training center with retail sales as an incidental use; private schools having a curriculum equivalent to that of public schools, public schools; and schools, private or public, directly related to the medical profession.

63. **Section 39.02.023.d.3** – Contextual Rear Setbacks – (This would move current Sections d.3 (Appearance) and d.4 (Decision) to **d.4** and **d.5**)

a. **Current Language:** N/A
b. **Proposed Revision:**
   A. Notwithstanding the minimum rear setback requirements of Section 39.02.004, *Base Residential Districts*, the applicant may apply a contextual rear setback to the primary structure, when existing rear setbacks differ from the rear setback required by the base zoning district. In such circumstances, a contextual rear setback may be at a point between the required rear setback and the rear setback that exists on the closest developed lots that are adjacent (to the left and right of the subject property) and oriented to the same alley right-of-way or rear facing lot or tract lines (where an alley right-of-way is not present) as the subject lot.
   B. For example, if a zoning district requires a rear setback of 20 feet for the primary structure, but the primary structures on either side of the infill lot have rear setbacks of 10 and 20 feet, then the infill house may have a rear setback between 10 and 20 feet.
   C. The contextual rear setback provisions shall not be used to reduce the required setback of a residential garage which is 20 feet from a typical right-of-way, access easement, or private drive that it fronts with an overhead door or similar oversized opening.

64. **Section 39.02.004.a.4.A – Lot Density and Dimensions** – Residential Estates
    a. **Current Language:** A. *Residential.* All residential developments in the RE district shall be in accordance with Table 39.02.004.a-2, *RE Lot Density and Dimensions*, based on subdivision type. Maximum building heights and minimum setbacks are for principal structures.
    b. **Proposed Revision:** A. *Residential.* All residential developments in the RE district shall be in accordance with Table 39.02.004.a-2, *RE Lot Density and Dimensions*, based on subdivision type. Maximum building heights and minimum setbacks are for principal structures. For accessory structures, building heights and minimum setbacks in the RE district shall be in accordance with Table 39.02.004.b-2, SF-1 Lot Density and Dimensions, based on subdivision type. Where a minimum required setback is less than 20 feet, a front-loaded garage facing a public right-of-way, shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.

65. **Section 39.02.004.b.4.A – Lot Density and Dimensions** – Very Low Density Single-Family
    a. **Current Language:** A. *Residential.* All residential developments in the SF-1 district shall be in accordance with Table 39.02.004.b-2, *SF-1 Lot Density and Dimension*s, based on subdivision type. Maximum building heights and minimum setbacks are for principal structures.
    b. **Proposed Revision:** A. *Residential.* All residential developments in the SF-1 district shall be in accordance with Table 39.02.004.b-2, *SF-1 Lot Density and Dimension*s, based on subdivision type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum required setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.

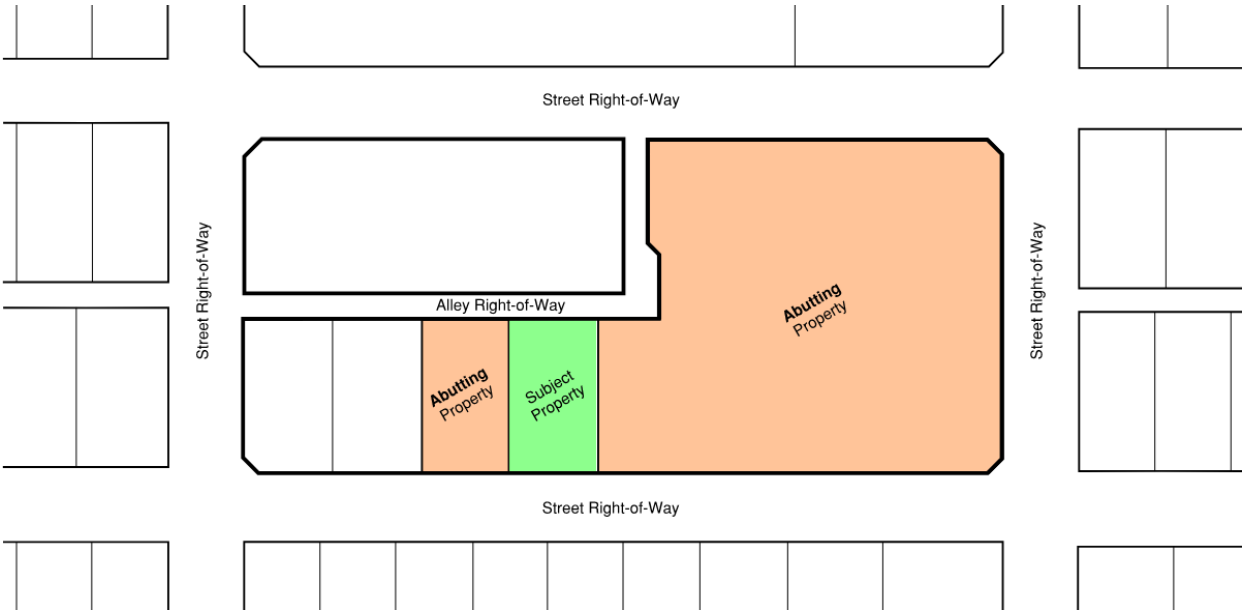
66. **Section 39.02.004.c.4.A – Lot Density and Dimensions** – Low Density Single-Family
    a. **Current Language:** A. *Residential.* All residential developments in the SF-2 district shall be in accordance with Table 39.02.004.c-2, *SF-2 Lot Density and Dimensions,* based on the subdivision and building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum front setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.
    b. **Proposed Revision:** A. *Residential.* All residential developments in the SF-2 district shall be in accordance with Table 39.02.004.c-2, *SF-2 Lot Density and Dimensions,* based on the subdivision and building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum ~~front~~ required setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.

67. **Section 39.02.004.d.4.A – Lot Density and Dimensions** – Medium Density Residential
    a. **Current Language:** A. *Residential.* All residential developments in the MDR district shall be in accordance with Table 39.02.004.d-2 *MDR Lot Density and Dimensions*, based on building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum front setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.
    b. **Proposed Revision:** A. *Residential.* All residential developments in the MDR district shall be in accordance with Table 39.02.004.d-2 *MDR Lot Density and Dimensions*, based on building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum ~~front~~ required setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.

68. **Section 39.02.004.e.4.A – Lot Density and Dimensions** – High Density Residential
    a. **Current Language:** A. *Residential.* All residential and mixed-use developments in the HDR district shall be in accordance with Table 39.02.004.e-2, *HDR Lot Density and Dimensions*, based on subdivision and building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum front setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.
    b. **Proposed Revision:** A. *Residential.* All residential and mixed-use developments in the HDR district shall be in accordance with Table 39.02.004.e-2, *HDR Lot Density and Dimensions*, based on subdivision and building type. Maximum building heights and minimum setbacks are for principal structures. Where a minimum ~~front~~ required setback is less than 20 feet, a front-loaded garage shall have a minimum setback of 20 feet and the remainder of the building may meet the minimum setback that is less than 20 feet.

69. **Section 39.02.020.c.2.B.iv – Residential Accessory Uses and Structures** – Setbacks
    a. **Current Language:** iv. In the RE, SF-1, SF-2, MDR and HDR districts, an accessory structure may be built to within 18 inches of the rear lot line if the property has paved alley access. However, if access to a garage or one-story carport is facing an alley right-of-way or access easement, the minimum rear setback shall be 20 feet for garages, or five feet for one-story carports not having solid side walls. Setbacks shall be measured from the property line from an alley and/ or from the easement line if from an access easement.
    b. **Proposed Revision:** iv. In the RE, SF-1, SF-2, MDR and HDR districts, an accessory structure may be built to within 18 inches of the rear lot line if the property has paved alley access. However, if ~~access to~~ a garage or one-story carport has its vehicular access ~~is~~ facing a street or ~~an~~ alley right-of-way or access easement, the minimum ~~rear~~ setback shall be 20 feet for garages, or five feet for one-story carports not having solid side walls. Setbacks shall be measured from the nearest right-of-way or easement boundary in a direction extending from the right-of-way or easement boundary in a line perpendicular to the face of the garage or carport ~~property line from an alley and/ or from the easement line if from an access easement~~.

70. **Section 39.10.002**, Definition of Abutting) – Add graphic for definition of abutting:
    a. **Current Language: Abutting** means property where two adjoining lots have a common boundary, not including lots that are separated by a public right-of-way.
    b. **Proposed Revision: Abutting** means property where two adjoining lots have a common boundary, not including lots that are separated by a public right-of-way.



71. Table 39.02.006.b-2 Office (OF) Lot Intensity and Dimensions

a. **Proposed Revision:** Amend the following:
   a. Minimum lot width from ~~100 feet~~ to 60 feet
   b. Minimum front setback from ~~40/25 feet~~ to 25/10 feet
   c. Minimum street side setback from ~~30 feet~~ to 15 feet

72. Section 39.07.040.c Document Requirements – Preliminary Plat

a. **Current Language:** 4. Location map, legibly illustrating the general position of the property relative to at least two intersecting City of Lubbock arterial streets or State highways and the location of the site with respect to the City (southeast, northwest, etc.);

b. **Proposed Revision:** 4. Location map, legibly illustrating the general position of the property relative to an intersection containing at least one arterial street or state highway ~~at least two intersecting City of Lubbock arterial streets or State highways and the location of the site with respect to the City (southeast, northwest, etc.)~~;

73. Section 39.07.041.e Document Requirements – Final Plat

a. **Current Language:** None.

b. **Proposed Revision:** 29. Location map, legibly illustrating the general position of the property relative to an intersection containing at least one arterial street or state highway

74. Section 39.07.004.f – Plat Filing

a. **Current Language:** A Final Plat, Preliminary Plat, or Replat is considered "filed" when the Director of Planning deems it complete in accordance with Subsection c., *Meaning of Complete Submittal*, above, when

the Director of Planning completes the review process and finds that there are no more corrections to be made.

b. Proposed Revision: A Final Plat, Preliminary Plat, or Replat is considered "filed" when the Director of Planning deems it complete in accordance with Subsection c., *Meaning of Complete Submittal*~~, above, when the Director of Planning completes the review process and finds that there are no more corrections to be made.~~

75. Table 39.02.004.d-2 – MDR Lot Density and Dimensions

a. Proposed Revision: Add "per dwelling unit" to the Duplex column.

Table 39.02.004.d-2
MDR Lot Density and Dimensions

Standards	Single-Family Detached		Duplex		Townhouse	Apartment or Multiplex
	Garden Home	Cottage	Side by Side	Stacked		
Minimum Lot Area (square feet)	2,200	2,200	2,000	1,800	1,300	7,000