

City of Lubbock, Texas
Regular City Council Meeting
September 10, 2024

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



W. Jarrett Atkinson, City Manager
Matt Wade, City Attorney
Courtney Paz, City Secretary

<http://www.mylubbock.us>

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

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

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. - 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

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

1. 2. 1. City Attorney

1. 2. 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

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

2. Ceremonial Items

2. 1. Invocation

2. 2. Pledges of Allegiance

Call to Order

3. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on September 10, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. Minutes

4. 1. August 5, 2024 Special City Council Meeting - Budget Work Session 1
August 6, 2024 Special City Council Meeting - Budget Work Session 2
August 7, 2024 Special City Council Meeting - Budget Work Session 3
August 13, 2024 Regular City Council Meeting

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

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2024-00111, 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.
5. 1. 1. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 18278, and all related documents, with the Texas Department of Housing and Community Affairs, for the Comprehensive Energy Assistance Program to assist low income households in meeting their immediate energy needs.
5. 2. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Commercial Real Estate Sales Contract, by and between the City of Lubbock and Lone Star Suds - 19th Ltd., for the sale of real property located within Lots 1 and 2, Block 1, Elwood Place Addition to the City of Lubbock, Lubbock County.
5. 3. **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 Lot 6, Block 13, Phyllis Wheatley Addition to the City of Lubbock, Lubbock County, Texas.
5. 4. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17778, with Freese and Nichols, Inc., for design and bid phase professional services for the Water System Electrical Improvements Project at the North Water Treatment Plant's Terminal Storage Reservoir.
5. 5. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18273, with Kimley-Horn and Associates, Inc., for construction phase services for Upland Avenue, Segment 1, 66th Street to 82nd Street.
5. 6. **Resolution - Water System Operations:** Consider a resolution authorizing the Mayor to execute Contract 18255, with the United States Geological Survey, Oklahoma-Texas Water Science Center, for monitoring and analyzing storm water discharging into both Lake Alan Henry and the future Lake 7.
5. 7. **Resolution - Public Works Traffic Management:** Consider a resolution authorizing the Mayor to execute Purchase Order 10027686, with Mobotrex, Inc., for the purchase of traffic signal components for various intersections under construction by the Texas Department of Transportation along 19th Street (SH114), and the intersection at Interstate 27 and Regis Street (FM2641).

5. 8. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the HOME Investment Partnership Program Funding Agreement 16771, and all related documents, with the City of Lubbock Housing Initiative, to provide rehabilitation of affordable rental housing.
5. 9. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0112, approving the seventeenth supplemental ordinance updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.
5. 10. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0118, reviewing classifications 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; 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.
5. 11. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0119, reviewing classifications 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; 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.
5. 12. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0120, reviewing classifications 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; 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.
5. 13. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0121, reviewing classifications 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; 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.
5. 14. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0122, reviewing classifications 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; 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.

5. 15. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0123, 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; 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.
5. 16. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0124, 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; 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.
5. 17. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0125, 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; 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.
5. 18. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0126, 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; 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.
5. 19. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2024-O0127, reviewing classifications 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; 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.
5. 20. **Resolution - Business Development:** Consider a resolution authorizing a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to the YWCA of Lubbock, located at 1500 14th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 21. **Resolution - Business Development:** Consider a resolution authorizing a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to YWCA of Lubbock, located at 1500 14th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.
5. 22. **Resolution - Municipal Court:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Interlocal Agreement with Lubbock County, for Juvenile Case Manager Services.
5. 23. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute the renewal of the Interlocal Agreement between the City of Lubbock and Lubbock County, Texas, as constituent agencies of the Lubbock Metropolitan Special Crimes Unit, to identify, investigate, and deter violent criminal activity in Lubbock County.
5. 24. **Resolution - Police:** Consider a resolution authorizing the City Manager to establish a program to transfer ownership of service duty weapons to retired Lubbock Police Department officers.
5. 25. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2024-00113, 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.
5. 26. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2024-00114, 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.
5. 27. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2024-00115, 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.
5. 28. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2024-00116, 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.

5. 29. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2024-00117, 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.
5. 30. **Resolution - City Manager:** Consider a resolution approving American Rescue Plan Act Agreement No. 18314, by and between the City of Lubbock and Armstrong Mechanical Co., Inc., for workforce training grants.
5. 31. **Resolution - City Manager:** Consider a resolution approving American Rescue Plan Act Agreement No. 18315, by and between the City of Lubbock and Dale Bolles Plumbing, Inc., for workforce training grants.
5. 32. **Resolution - City Manager:** Consider a resolution approving American Rescue Plan Act Agreement No. 18316, by and between the City of Lubbock and Precision Pros Plumbing, for workforce training grants.
5. 33. **Resolution - City Manager:** Consider a resolution approving American Rescue Plan Act Agreement No. 18317, by and between the City of Lubbock and Larcon Electric, L.C., for workforce training grants.
5. 34. **Resolution - City Manager:** Consider a resolution approving American Rescue Plan Act Agreement No. 18318, by and between the City of Lubbock and Bruce Thornton Air Conditioning, for workforce training grants.
5. 35. **Resolution - City Council:** Consider a resolution approving a contract amendment to American Rescue Plan Act Agreement No. 16663, by and between the City of Lubbock and the East Lubbock Resident Owned Business Initiative, for job training services.
5. 36. **Resolution - City Secretary:** Consider a resolution confirming the appointment by City Manager W. Jarrett Atkinson, of Jimmy Lee Tillinghast as a member of the Civil Service Commission of the City of Lubbock.
6. **Regular Agenda**
 6. 1. **Resolution - City Manager:** Consider and take action to ratify and confirm the appointment of Richard M. Stewart as Fire Chief for the City of Lubbock.

6. 2.

Ordinance 1st Reading - Planning:

Consider and take action on the City of Lubbock Planning and Zoning Commission's final report of September 5, 2024, to the Lubbock City Council on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for adoption, limited to the following:

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)

6. 3.

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2024-O0128, approving and adopting a budget for Fiscal Year 2024-25; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbrances; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2024-25 Operating Budget and Capital Program of the City of Lubbock; providing for continuation of appropriations for projects in capital program; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending subsections (a), (b), (c), and (d) of section 4.02.041 of the Code of Ordinances by revising animal service fees as contained therein; amending subsection (a) of section 22.04.041 of the Code of Ordinances by revising the wastewater base charge as contained therein; amending subsection (a) of section 22.04.133 of the Code of Ordinances by revising the sewage disposal permit fee as contained therein; amending subsections (h), (i), (j), and (k) of section 22.04.174 of the Code of Ordinances by revising the septic load fees as contained therein; amending subsections (b) and (c) of section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending subsection (a) of section 22.06.185 of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; providing for the reconciliation of the transfer of funds from the General Fund to Enterprise Funds; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

6. 4.

Resolution - Finance: Consider a resolution ratifying the adoption of the FY 2024-25 Budget that will require raising more revenue from property taxes than in the previous year.

6. 5.

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2024-O0129, setting the tax rate and levying a tax upon all property subject to taxation within the City of Lubbock for 2024; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

6. 6. **Resolution - Finance:** Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2024-25 and distributing receipts, net of collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.
6. 7. **Resolution - Lubbock Power and Light:** Consider a resolution adopting the Delivery System Electric Rate/Tariff Schedule (Tariff) of Lubbock Power & Light (LP&L), the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective November 1, 2024.

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.

Information

Agenda Item

August 5, 2024 Special City Council Meeting - Budget Work Session 1
August 6, 2024 Special City Council Meeting - Budget Work Session 2
August 7, 2024 Special City Council Meeting - Budget Work Session 3
August 13, 2024 Regular City Council Meeting

Item Summary

August 5, 2024 Special City Council Meeting - Budget Work Session 1
August 6, 2024 Special City Council Meeting - Budget Work Session 2
August 7, 2024 Special City Council Meeting - Budget Work Session 3
August 13, 2024 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

8.5.2024 S Budget Work 1
8.6.2024 S Budget Work 2
8.7.2024 S Budget Work 3
8.13.2024

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 5, 2024
2:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 5th of August, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 2:00 p.m.

2:00 P.M. CITY COUNCIL CONVENED

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

Present: Mayor 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:

• 1.1

1. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.
1. 1. Presentation and discussion of the Proposed FY 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 provide direction to the City Manager to make changes to said Budget.

Jarrett Atkinson, city manager, recognized the finance team, including Cheryl Brock, interim chief financial officer, and Melissa Trevino, assistant director of financial planning. Mr. Atkinson gave a presentation on the Proposed FY 2024-25 Operating Budget and Capital Program and answered questions from City Council. Discussion included, but was not limited to: FY 2023-24 report, FY 2024-25 executive overview, investments in employees and workforce, FY 2024-25 all funding and all expenses summary, excess reserves, property tax, sales tax, debt and investments, a general fund overview for the City Attorney, City Council, City Manager, City Secretary, Facilities, Finance, Human Resources, Internal Audit, Non-Departmental, Communications & Public Engagement, Building Safety, Code Enforcement, Environmental Health & Vector, Planning, Libraries, Museums, Parks & Recreation, Engineering, Solid Waste, Streets, Traffic, Animal Services, Emergency Management, Lubbock Fire Rescue, Municipal Court, Lubbock Police, and Public Health, and general fund capital projects including American Rescue Plan Act (ARPA) project tracking, administrative services, culture and recreation, public safety, streets, traffic, and solid waste.

Cheryl Brock, interim chief financial officer; Colby VanGundy, director of parks and recreation; Joe

Moudy, director of emergency management; Robert Keinast, interim fire chief; Joseph Wallace, president of the Lubbock Professional Firefighters Association; Jorge Hernandez, municipal court judge; Seth Herman, chief of police; and Katherine Wells, director of public health, gave comments and answered questions from City Council.

Discussion ensued among City Council regarding the presentation, requests for additional information on various topics, and further direction to the City Manager, as it relates to the proposed budget.

6:47 P.M. CITY COUNCIL ADJOURNED

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

The August 5, 2024 Special City Council Meeting minutes were approved by the City Council on the 10th day of September, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 6, 2024
2:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 6th of August, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 2:00 p.m.

2:00 P.M. CITY COUNCIL CONVENED

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

Present: Mayor 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:
• 1; and 2.1.

1. Presentation of Special Recognition to Barbara "Mother" Hubbard

Paul Bean; Greg McCalister, chair of the 2025 Lubbock Music Festival; Gary Boren; and Kent Meredith, executive director of United Supermarkets Arena, gave remarks.

Mayor Mark W. McBrayer presented a special recognition to Barbara "Mother" Hubbard, recognizing her accomplishments and contributions in the music and entertainment industry. Barbara Hubbard gave remarks.

Mayor Mark W. McBrayer presented a special recognition to Holly Fields, previous director and regional director of marketing and sales for the Buddy Holly Hall of Performing Arts and Sciences, recognizing her service in the City of Lubbock towards art and culture.

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 provide direction to the City Manager to make changes to said Budget.

Jarrett Atkinson, city manager, gave a presentation on the Proposed FY 2024-25 Operating Budget

and Capital Program and answered questions from City Council. Discussion included, but was not limited to: Enterprise Funds, including water and wastewater revenue and expense summary, rate model, capital improvement program, and fee changes.

Joe Jimenez, financial planning & analysis manager for LP&L, gave a presentation on the Proposed FY 2024-25 Operating Budget and Capital Program for Lubbock Power & Light and answered questions from City Council. Discussion included, but was not limited to, the LP&L revenue and expense summary and the rate model. Harvey Hall, chief financial officer for LP&L; and Joel Ivy, director of electric utilities for LP&L, gave comments and answered questions from City Council.

Mr. Atkinson continued presenting on Enterprise Funds, including Stormwater, Lake Alan Henry, Lubbock Preston Smith International Airport, Citibus, Lubbock Cemetery, Lubbock Memorial Civic Center, and Meadowbrook Golf Course; Internal Service Funds, including fleet services, health benefits, information technology, GIS & data services, telecommunications, radio shop, investment pool, print shop, warehouse, risk management, and internal service capital improvement program; and Special Revenue Funds, including tax increment financing zones, community development, economic development, gateway streets, hotel occupancy tax, and non-major special revenue funds. Cheryl Brock, interim chief financial officer; Kelly Campbell, executive director of aviation; Chris Mandrell, general manager of Citibus; Karen Murfee, director of community development; and Matt Wade, city attorney, gave comments and answered questions from City Council.

John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock, Inc., gave a presentation on the Proposed FY 2024-25 Operating Budget and Capital Program for Visit Lubbock, Lubbock Sports Authority, Lubbock Economic Development Alliance, and Market Lubbock, Inc., and answered questions from City Council.

7:07 P.M. CITY COUNCIL ADJOURNED

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

The August 6, 2024 Special City Council Meeting minutes were approved by the City Council on the 10th day of September, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 7, 2024
2:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 7th of August, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 2:00 p.m.

2:00 P.M. CITY COUNCIL CONVENED

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

Present: Mayor 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:

- *Citizen Comments 1; 2.1; and 3.1.*

- 1. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before this meeting of the City Council, regarding any matter posted on the Regular Agenda, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on August 7, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

Sign ups:

- Stephen Faulk; Robert Henry; Cindy Martin; Mary Crites; and Adam Hernandez, communications chair of Lubbock Compact, appeared before City Council to speak on item 2.1 (a resolution receiving the report and recommendation from the 2024 Citizens Advisory Committee).

2. Regular Agenda

- 2. 1. Resolution - City Manager:** Resolution No. 2024-R0339 receiving the report and recommendation from the 2024 Citizens Advisory Committee related to street needs within the City of Lubbock.

Jarrett Atkinson, city manager, introduced Heather Keister, chair of the Citizens Advisory Committee, gave comments, and answered questions from City Council. Heather Keister presented the 2024 Citizens Advisory Committee report and recommendations from the Committee and answered questions from City Council. Wood Franklin, division director of public works, gave comments and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0339.

Vote: 7 - 0 Motion carried

Immediately following the Regular Session, the City Council will continue into Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council.

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

- 3. 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 provide direction to the City Manager to make changes to said Budget.

Roger Karr, secretary/treasurer of Civic Lubbock, Inc., gave a presentation on the Proposed FY 2024-25 Operating Budget and Capital Program for Civic Lubbock, Inc. and answered questions from City Council. Vicki Key, project coordinator for Civic Lubbock, Inc.; and Brooke Witcher, assistant city manager, gave comments and answered questions from City Council.

Jarrett Atkinson, city manager, gave a presentation on the Proposed FY 2024-25 Operating Budget and Capital Program and answered questions from City Council. Discussion included, but was not limited to: Non-Major Special Revenue Funds, including a revenue and expense summary.

Wood Franklin, division director of public works, gave a presentation on the 2025 proposed street maintenance program, including a report on the 2024 street maintenance program, and answered questions from City Council.

Discussion ensued among City Council regarding the presentation, requests for additional information on various topics, and further direction to the City Manager, as it relates to the proposed budget.

4:25 P.M. CITY COUNCIL ADJOURNED

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

The August 7, 2024 Special City Council Meeting minutes were approved by the City Council on the 10th day of September, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 13, 2024
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 13th of August, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:00 P.M. CITY COUNCIL CONVENED

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

Present: Mayor 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; 3.1-3.2; Citizen Comments 4; 5.1; 7.4; 6.1-6.15.1; 6.25-6.32; 6.16-6.24; 7.5-7.6; 7.1-7.3; 7.11; 7.12; 7.8-7.9; 7.10; and 7.7.*
- *Item No.'s 7.5, 7.6, 7.10, and 7.12 were amended.*
- *Item No. 7.10, Section A, Items 4, 12, and 23 were postponed to the September 10, 2024 Regular City Council Meeting.*
- *Item No. 7.10, Section A, Item 15 failed.*

1. Executive Session

The meeting recessed at 1:01 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:40 p.m., and the meeting was called to order at 3:10 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.** Article 22.03 of the Lubbock City Code and Chapter 13 of the Texas Water Code
- 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.** Commercial Lease Amendment for property located at 5034 Frankford Avenue, Lubbock, Texas, 79424

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

City Council reconvened at 1:40 p.m.

- 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.

Jarrett Atkinson, city manager, gave a presentation on the Proposed FY 2024-25 Operating Budget and Capital Program and answered questions from City Council. Discussion included, but was not limited to: water/wastewater debt service profile, general fund debt service profile, solid waste debt profile, Council Member Dr. Jennifer Wilson's budget proposal for additional positions in the Fire Marshal's Office, Council Member David Glasheen's budget proposal for additional positions in the Lubbock Police Department, and Mayor Mark W. McBrayer's budget proposal for additional positions in Lubbock Fire Rescue and Lubbock Police Department, and a tier-structured raise system.

Discussion ensued among City Council regarding the proposed budget changes and the private sewer lateral capital improvement program.

There was a consensus among City Council to move forward with a standardized charge-back model for private sewer lateral repairs and to create a low income assistance program for private sewer lateral repairs.

3:08 p.m. - The City Council continues in Open Session in City Council Chambers.

3. Ceremonial Items

3. 1. Invocation

Reverend Tim Lyles, Second Baptist Church, 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 3:10 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 August 13, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

Sign ups:

- David Puga appeared before City Council to speak on items 7.5 (an ordinance calling a Bond Election); 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library); and 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Theresa Drewell appeared before City Council to speak on items 7.4 (a report of the 2022 Street Bond progress) and 7.5 (an ordinance calling a Bond Election).
- Adam Hernandez, communications chair for Lubbock Compact, appeared before City Council to speak in opposition of item 7.5 (an ordinance calling a Bond Election) (also spoke in opposition of item 7.6 (a resolution declaring the intent of the City Council to create a contract with the voters for the Bond Election)).
- Cindy Martin appeared before City Council to speak on item 7.6 (a resolution declaring the intent of the City Council to create a contract with the voters for the Bond Election).
- Luke Steinmetz, with Lubbock Citizens for Change, appeared before City Council to speak on item 7.6 (a resolution declaring the intent of the City Council to create a contract with the voters for the Bond Election).
- Stephen Faulk appeared before City Council to speak in opposition of item 7.6 (a resolution declaring the intent of the City Council to create a contract with the voters for the Bond Election).
- Mary Crites appeared before City Council to speak on item 7.6 (a resolution declaring the intent of the City Council to create a contract with the voters for the Bond Election) (also spoke in favor of items 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library) and 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail)).
- Deanne Clark appeared before City Council to speak on item 7.7 (a resolution adopting a proposed maximum tax rate).
- Betsy Bloechl appeared before City Council to speak on item 7.7 (a resolution adopting a proposed maximum tax rate) (also spoke in opposition of items 7.5 (an ordinance calling a Bond Election) and 7.6 (a resolution declaring the intent of the City Council to create a contract with the voters for the Bond Election)).
- Gayle Modrall appeared before City Council to speak in favor of item 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library) (also spoke in favor of item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail)).
- Eddie Kirkpatrick, board member of Lubbock Libraries Board, appeared before City Council to speak in favor of item 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library).
- Bonnie Aycock, volunteer with the Friends of the Library, appeared before City Council to

speaking in favor of item 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library).

- Stephanie Smith appeared before City Council to speak in favor of item 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library).
- Scott Faris appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Ginger Hurley appeared before City Council to speak on items 7.6 (a resolution declaring the intent of the City Council to create a contract with the voters for the Bond Election); 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library); and 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Chad Davis, president of the Louise Hopkins Underwood Center for the Arts (LHUCA) Board of Directors, appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Heather Warren-Crow appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Ana Hernandez appeared before City Council to speak in favor of items 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library) and 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Tiffany Frias appeared before City Council to speak on items 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library) and 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Derek Williams, student and employee at Texas Tech University, appeared before City Council to speak in favor of item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Joshua Shankles appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Gay Herrin appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Charles Adams appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Kim Gonzalez, state democratic executive committee woman for congressional district 19, appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Lindsey Maestri, executive director of the Louise Hopkins Underwood Center for the Arts (LHUCA), appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Andy Wilkinson appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Jim Douglass, president of the Civic Lubbock Inc. Board of Directors, appeared before City Council to speak on items 2.1 (presentation and discussion of the Proposed FY 2024-25 Operating Budget and Capital Program) and 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Scott Cherry appeared before City Council to speak in opposition of item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Mikel Ward appeared before City Council to speak on items 2.1 (presentation and discussion of the Proposed FY 2024-25 Operating Budget and Capital Program); 7.6 (a resolution declaring the intent of the City Council to create a contract with the voters for the Bond Election); and 7.7 (a resolution adopting a proposed maximum tax rate).

- Lee Ware appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Joe Arredondo appeared before City Council to speak in favor of item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Patty Johnson, past board member of the Louise Hopkins Underwood Center for the Arts (LHUCA) Board of Directors, appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Sharae Flores Villanueva, events and marketing coordinator for the Louise Hopkins Underwood Center for the Arts (LHUCA), appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Larry Simmons appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- David Henry, board member of the Louise Hopkins Underwood Center for the Arts (LHUCA) Board of Directors, appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Robert Henry appeared before City Council to speak on items 7.6 (a resolution declaring the intent of the City Council to create a contract with the voters for the Bond Election) and 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail) (also spoke in favor of item 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library) and spoke on item 7.5 (an ordinance calling a Bond Election)).
- Susan Gillette appeared before City Council to speak in favor of item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Shannon Cannings, artist, faculty member at Texas Tech University, and board member of the Louise Hopkins Underwood Center for the Arts (LHUCA) Board of Directors, appeared before City Council to speak in favor of item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Charlotte Dunham appeared before City Council to speak in favor of item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Antonio Lopez appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Ben Davidson, board member of Lubbock Arts Alliance, appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Cecilia George appeared before City Council to speak in favor of item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Jim Clark appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail) (also spoke on item 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library)).
- Chad Plunket, director of the Charles Adam Studio Project, appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Russell Joe Thompson, local musician, appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Andy Seger appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Tricia Earl appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).

- Jordan Rhymer appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail) (also spoke in favor of item 7.11 (a resolution for a Lease Agreement for the Godeke Branch Library); and spoke on items 7.5 (an ordinance calling a Bond Election); and 7.6 (a resolution declaring the intent of the City Council to create a contract with the voters for the Bond Election)).
- Reed Hooks, board member of the Louise Hopkins Underwood Center for the Arts (LHUCA) Board of Directors, appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Mary Hogan, programs manager at the Louise Hopkins Underwood Center for the Arts (LHUCA) and coordinator for First Friday Art Trail, appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Taylor Ernst, curator at the Louise Hopkins Underwood Center for the Arts (LHUCA), appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Melodia Gutierrez, Texas State director for the Human Rights Campaign, appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).
- Benjamin Terry appeared before City Council to speak on item 7.12 (a resolution to fund the security, trolley, and general marketing of the First Friday Art Trail).

5. Minutes

5. 1. July 2, 2024 Regular City Council Meeting
July 9, 2024 Special City Council Meeting
July 18, 2024 Special City Council Meeting - Work Session

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve the July 2, 2024 Regular City Council Meeting minutes; the July 9, 2024 Special City Council Meeting minutes; and the July 18, 2024 Special City Council Meeting - Work Session 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.**

Matt Wade, city attorney; and Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve items 6.1-6.15.1 and 6.25-6.32.

Vote: 7 - 0 Motion carried

6. 1. **Budget Ordinance Amendment 2nd 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. 1. 1. **Resolution - Communications & Public Engagement:** Resolution No. 2024-R0340 authorizing the Mayor to execute Purchase Order 364545, with Nelco Media, for Phase II Upgrade of audio and video infrastructure and equipment in City Council Chambers, Communications Studio, and Conference Rooms.
6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** 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. 3. **Ordinance 1st Reading - Right-of-Way:** 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. 4. **Resolution - Right-of-Way:** Resolution No. 2024-R0341 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 10, Block JS, Lubbock County, Texas (Parcel 20), on the east side of Upland Avenue, north of 19th Street and south of 18th Street, to be utilized for the Upland Avenue: 4th Street to 19th Street 2022 Road Bond Project.
6. 5. **Resolution - Right-of-Way:** Resolution No. 2024-R0342 authorizing the mayor to execute a Street Use License and/or City Public Grounds Monitor Well Permit, and all related documents, by and between the City of Lubbock and the Air Force Civil Engineer Center, and located in the right-of-way of 25th Street, west of Inler Avenue.
6. 6. **Ordinance 1st Reading - Engineering:** 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.
6. 7. **Resolution - Engineering:** Resolution No. 2024-R0343 authorizing the Mayor to execute Professional Services Agreement, Contract 18233, with Freese and Nichols, Inc., for final design, bid, and construction phase services for the 66th Street Drainage Channel Improvements Project.
6. 8. **Resolution - Engineering:** Resolution No. 2024-R0344 authorizing the Mayor to execute Public Works Contract 18190, with Lone Star Dirt & Paving, LTD, for the 66th Street Channel Drainage Improvements Project, along 66th Street to Playa. Lake 039.

6. 9. **Resolution - Engineering:** Resolution No. 2024-R0345 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 17087, with HDR Engineering, Inc., for engineering services for the reconstruction of Milwaukee Avenue from 4th Street to the City of Lubbock north city limits, 2022 Road Bond Project.
6. 10. **Resolution - Engineering:** Resolution No. 2024-R0346 authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement, Contract 17074, with Freese and Nichols, Inc., for the design of the Upland Avenue from 34th Street to 50th Street 2022 Road Bond Project, and street bond management.
6. 11. **Resolution - Engineering:** Resolution No. 2024-R0347 authorizing the Mayor to execute Public Works Contract 18109, with Winston Electric Inc., dba Acme Electric Company, Texas, for the West Lubbock Water System Expansion early procurement.
6. 12. **Resolution - Public Works Solid Waste:** Resolution No. 2024-R0348 authorizing the Mayor to execute Contract 18166, with MJE, LLC, for the West Texas Region Disposal Facility Cell 6 Construction.
6. 13. **Resolution - Public Health Services:** Resolution No. 2024-R0349 authorizing the Mayor to execute Amendment No. 4 to the Health and Human Services Commission Contract No. HHS000779500003, and all related documents, under the Substance Use Prevention, Treatment and Recovery Services Block Grant, by and between the City of Lubbock, and the State of Texas' Health and Human Services Commission, to provide Treatment for Youth (TRY) funding.
6. 14. **Resolution - Aviation:** Resolution No. 2024-R0350 authorizing the Mayor to accept a Federal Aviation Grant Agreement for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.
6. 14. 1. **Resolution - Aviation:** Resolution No. 2024-R0351 authorizing the Mayor to execute Contract 17935, with Anthony Mechanical, Inc., for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.
6. 14. 2. **Resolution - Aviation:** Resolution No. 2024-R0352 authorizing the Mayor to execute Change Order No. 1 to Contract 17935, with Anthony Mechanical, Inc., for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.
6. 14. 3. **Resolution - Aviation:** Resolution No. 2024-R0353 authorizing the Mayor to execute Amendment No.16 to Contract 15200, with RS&H, Inc., for Construction Administration and Resident Project Representative Services, for the Mechanical Equipment Replacement Project at Lubbock Preston Smith International Airport.
6. 15. **Resolution - Aviation:** Resolution No. 2024-R0354 authorizing the Mayor to accept a Federal Aviation Grant Agreement for the Taxiway Lima Extension, Taxilane Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport.

- 6. 15. 1. Resolution - Aviation:** Resolution No. 2024-R0355 authorizing the Mayor to execute Amendment No. 8 to Contract 15310, with Parkhill, for professional architectural and engineering services for the Taxiway Lima Extension, Taxilane Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport.
- 6. 16. Resolution - Business Development:** Resolution No. 2024-R0361 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to VCC Management, LLC, dba Vogue College, located at 1712 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Brianna Brown, director of business development; and John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock Inc., gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to close discussion and call the question.

Vote: 7 - 0 Motion carried

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0361.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

- 6. 17. Resolution - Business Development:** Resolution No. 2024-R0362 authorizing a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mixed Nutz Leasing, LLC, located at 1937 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Brianna Brown, director of business development; and John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock Inc., gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to close discussion and call the question.

Vote: 7 - 0 Motion carried

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0362.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

- 6. 18. Resolution - Business Development:** Resolution No. 2024-R0363 authorizing a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Landlines, LLC, located at 1106 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Brianna Brown, director of business development; and John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock Inc., gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to close discussion and call the question.

Vote: 7 - 0 Motion carried

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0363.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

- 6. 19. Resolution - Business Development:** Resolution No. 2024-R0364 authorizing a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Landlines, LLC, located at 1106 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Brianna Brown, director of business development; and John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock Inc., gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to close discussion and call the question.

Vote: 7 - 0 Motion carried

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0364.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

- 6. 20. Resolution - Business Development:** Resolution No. 2024-R0365 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to The Rolling Cones, located at 3006 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Brianna Brown, director of business development; and John Osborne, president and chief

executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock Inc., gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to close discussion and call the question.

Vote: 7 - 0 Motion carried

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0365.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

- 6. 21. Resolution - Business Development:** Resolution No. 2024-R0366 authorizing a Commercial Revitalization Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to The Rolling Cones, located at 3006 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Brianna Brown, director of business development; and John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock Inc., gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to close discussion and call the question.

Vote: 7 - 0 Motion carried

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0366.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

- 6. 22. Resolution - Business Development:** Resolution No. 2024-R0367 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Elida Morin, located at 1819 E. Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Brianna Brown, director of business development; and John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock Inc., gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to close discussion and call the question.

Vote: 7 - 0 Motion carried

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0367.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

- 6. 23. Resolution - Business Development:** Resolution No. 2024-R0368 authorizing a Commercial Revitalization Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Elida Morin, located at 1819 E. Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Brianna Brown, director of business development; and John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock Inc., gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to close discussion and call the question.

Vote: 7 - 0 Motion carried

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0368.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

- 6. 24. Resolution - Business Development:** Resolution No. 2024-R0369 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Mags and Blades Ventures, LLC, located at 2223 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Brianna Brown, director of business development; and John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock Inc., gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to close discussion and call the question.

Vote: 7 - 0 Motion carried

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0369.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

- 6. 25. **Resolution - Parks and Recreation:** Resolution No. 2024-R0356 authorizing Purchase Order 10027645, with Advantage Courts Co., for the resurfacing and maintenance of park courts and court amenities at Wheelock, Rawlings, Underwood, Charles Guy, Hoel, Whisperwood, and Higinbotham Parks.
- 6. 26. **Resolution - Information Technology:** Resolution No. 2024-R0357 authorizing the Mayor to execute Purchase Order 33001881, with Dell Marketing LP, for the purchase of computers for the scheduled computer replacement program.
- 6. 27. **Resolution - Information Technology:** Resolution No. 2024-R0358 authorizing the Mayor to execute Purchase Order 33001880, with Dell Marketing LP, for the purchase of two Dell PowerStore 1200T data storage appliances, to replace existing data storage units, and to provide for additional data storage capacity.
- 6. 28. **Resolution - Police:** Resolution No. 2024-R0359 authorizing the Chief of Police for the City of Lubbock, to execute a Memorandum of Understanding, and all related documents, by and between the United States Secret Service and the City of Lubbock, on behalf of the Lubbock Police Department, regarding reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.
- 6. 29. **Resolution - Lubbock Power & Light:** Resolution No. 2024-R0360 authorizing the Mayor to execute the Eighth Amendment to the Professional Services Agreement dated May 29, 2018, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and TMG Utility Advisory Services, Inc., expanding the scope of services to include work required to integrate with Smart Meter Texas.
- 6. 30. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2024-O0079, for Zone Case 3224-A, a request of Lone Star Suds, LLC for Centric Capital Partners, Inc., for a zone change from Neighborhood Commercial District (NC) and Auto-Urban Commercial District (AC) to Auto-Urban Commercial District (AC), at 2401 19th Street, located south of 19th Street and west of Avenue X, Ellwood Place Addition, Block 1, the east 140 feet of Lot 1.
- 6. 31. **Ordinance 2nd Reading - Planning (District 3):** Ordinance No. 2024-O0104, 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.

6. 32. **Ordinance 2nd Reading - 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.

7. **Regular Agenda**

7. 1. **Board Appointments - City Secretary:** Consider appointments to the Quincy Park Public Improvement District (PID) Advisory Board.

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to appoint Rae Lynn Hambry and Dana Hinds to the Quincy Park Public Improvement District Advisory Board.

Vote: 7 - 0 Motion carried

7. 2. **Board Appointments - City Secretary:** Consider appointments to the Upland Crossing Public Improvement District (PID) Advisory Board.

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to appoint Austin Lear, Darwin (Trey) Benton, and Jordan Rodgers to the Upland Crossing Public Improvement District Advisory Board.

Vote: 7 - 0 Motion carried

7. 3. **Board Appointments - City Secretary:** Consider appointments to the Valencia Public Improvement District (PID) Advisory Board.

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to appoint Corey Lusk, Jena Massie, and Jon Jackson to the Valencia Public Improvement District Advisory Board.

Vote: 7 - 0 Motion carried

7. 4. **Report: City of Lubbock 2022 Street Bond Progress Report**

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. Mike Keenum, division director of engineering/city engineer, gave a presentation on the 2022 Street Bond Progress Report and answered questions from City Council.

7. 5. **Ordinance Single Reading - City Secretary:** Ordinance No. 2024-O0109 Calling a Bond Election to be held within the City of Lubbock, Texas; making provisions for the conduct and the giving of notice of the election; and containing other provisions related thereto.

This item was amended.

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council. Wood Franklin, division director of public works; Heather Keister, chair of the Citizens Advisory Committee for street roadway construction and repair; and Matt Wade, city attorney, gave comments and answered questions from City Council.

Discussion ensued among City Council regarding the projects to be included in the Bond Election.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve this item as presented. The motion was not considered.

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Ordinance No. 2024-O0109, with the following amendment:

- I move that the City Council adopt an ordinance calling a bond election to be held within the City of Lubbock, Texas; making provisions for the conduct and the giving of notice of the election; and containing other provisions related thereto, which is before the Council, with the revised version of the list of projects to be funded inserted in Exhibit C to replace the version of the list currently in the agenda item backup in the amount of \$103,400,000. For the avoidance of doubt, the revised version of the list of projects to be funded removes line items 6 (Quaker Avenue), 9 (Alcove Avenue) and 10 (South Overton).

Vote: 7 - 0 Motion carried

- 7. 6. Resolution - City Manager:** Resolution No. 2024-R0370 declaring the intent of the City Council and its commitment to create a contract with the voters stipulating that the proceeds from the bonds shall be used for the projects identified in the ordinance calling the November 5, 2024 Bond Election and directing the City Manager to implement the November 5, 2024 Bond Program, in accordance with specific projects and programs set forth in the resolution and the propositions approved by the voters.

This item was amended.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2024-R0370, with the following amendment:

- I move that the City Council adopt a resolution declaring its intent and commitment to create a contract with the voters; stipulating the proceeds from the bond shall be used for the projects identified in the ordinance calling the November 5, 2024 bond election, with the revised version of the list of projects to be funded inserted in Exhibit A to replace the version of the list currently in the agenda item backup. For the avoidance of doubt, the revised version of the list of projects to be funded removes line items 6 (Quaker Avenue), 9 (Alcove Avenue) and 10 (South Overton).

Vote: 7 - 0 Motion carried

7. 7. **Resolution - Finance:** Resolution No. 2024-R0375 adopting a proposed maximum tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the date for the public hearing to discuss the proposed tax rate.

Jarrett Atkinson, city manager; and Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Council Member David Glasheen, seconded by Council Member Gordon Harris, to set the proposed maximum property tax rate at the no-new-revenue tax rate and make the appropriate adjustments in the resolution on the math for the evaluation of the general fund M&O.

Vote: 3 - 4 Failed

NAY: Mayor Pro Tem Christy Martinez-Garcia
Council Member Tim Collins
Council Member Brayden Rose
Council Member Dr. Jennifer Wilson

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve Resolution No. 2024-R0375, to set the maximum tax rate at the proposed rate of 0.477402.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

7. 8. **Resolution - Finance:** Resolution No. 2024-R0373 suspending the effective date for ninety days, in connection with the rate increase filing made on about July 16, 2024, by West Texas Gas, Inc.; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2024-R0373.

Vote: 7 - 0 Motion carried

7. 9. **Resolution - Planning:** Resolution No. 2024-R0374 prescribing the type of notice to be given for a joint meeting of the City Council and the Planning and Zoning Commission, for a public hearing to consider amendments to the Unified Development Code (UDC), as provided under Section 211.007(d) of the Texas Local Government Code, and setting the date for the public hearing.

Jarrett Atkinson, city manager; and Kristen Sager, director of planning, gave comments and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2024-R0374.

Vote: 7 - 0 Motion carried

7. 10. Ordinance 1st Reading - Planning:

A. Ordinance No. 2024-00110, the City of Lubbock Planning and Zoning Commission's final report of August 1, 2024, to the Lubbock City Council 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. 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)
13. Table 39.02.004.e-2 (related to HDR Lot Density and Dimensions)
14. Table 39.02.016-1 (related to Outdoor Storage in the Industrial Park District (IP))
15. Section 39.06.002 (related to the Planning and Zoning Commission)
16. Section 39.02.020.d.7.C (related to Nonresidential and Mixed-Use Accessory Uses and Structures)
17. Section 39.02.020.c (related to Residential Accessory Uses and Structures)
18. Section 39.07.044.b (related to Waiver of Improvements)
19. Section 39.07.045.b (related to Delay of Improvements)
20. Section 39.02.018.e (related to Limited Use Standards)
21. Table 39.03.002-1 (related to Building and Site Design Applicability)
22. Table 39.02.004.c-3 (related to SF-2 Off-Street Parking and Loading Schedule)
23. Section 39.03.023.b.8 (related to Monument Signs)
24. Table 39.04.005-3 (related to Minimum Driveway Throat Length)
25. Section 39.04.021.b (related to Recording of Plat and Dedication of Improvements)
26. Table 39.03.016-1 (related to District Bufferyard Standards)
27. Section 39.02.020.b.6 (related to Nonresidential and Mixed-Use Fences)
28. Section 39.04.012 (related to Public Water Systems)
29. Section 39.04.013 (related to Public Wastewater Systems)

30. Section 39.02.023.b.3 (related to Specific Allowances for Height Requirements)
31. Table 39.02.022-1 (related to setback measurements)
32. Section 39.02.023.d.3 (related to Contextual Rear Setbacks)
33. 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)
34. Table 39.02.006.b-2 (related to Office (OF) Lot Intensity and Dimensions)
35. Section 39.07.004.f (related to Plat Filing)

B. Consider and take action on the City of Lubbock Planning and Zoning Commission's final report of August 1, 2024, to the Lubbock City Council on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for denial, limited to the following:

1. Section 39.02.020.c.6.A.ii (related to Residential Accessory Uses and Structures - Outdoor Swimming Pool, Spa, and Hot Tub)

This item was amended.

Section A. Items 4, 12, and 23 were postponed.

Section A. Item 15 failed.

Kristen Sager, director of planning, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager; and Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Council Member David Glasheen, to postpone the following proposed amendments to the Unified Development Code to the September 10, 2024 Regular City Council Meeting, which would be following the next regularly scheduled Planning and Zoning Commission meeting.

Section A.

- Item 4. Table 39.03.023-2 (related to Base Public and Nonresidential Districts Sign Standards)
- Item 12. 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)
- Item 23. Section 39.03.023.b.8 (related to Monument Signs)

Vote: 7 - 0 Motion carried

Motion by Council Member Brayden Rose, seconded by Council Member David Glasheen, to approve Ordinance No. 2024-O0110, Section A., with the following amendment:

- I move to approve Part A of Item 7.10 as recommended by the Planning and Zoning Commission save and except Item 15 relating to the proposed amendment to Section 39.06.002, and excluding those items that were postponed.

Vote: 4 - 3 Motion carried

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

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to approve Section B., thus denying the proposed amendment to the Unified Development Code Section 39.02.020.c.6.A.ii (related to Residential Accessory Uses and Structures - Outdoor Swimming Pool, Spa, and Hot Tub).

Vote: 7 - 0 Motion carried

7. 11. **Resolution - Libraries:** Resolution No. 2024-R0371 authorizing the Mayor to execute a Lease Agreement with Luskey Brothers Investments, for the Godeke Branch Library located at 5034 Frankford Avenue.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0371.

Vote: 6 - 1 Motion carried

NAY: Mayor Mark W. McBrayer

7. 12. **Resolution - City Council:** Resolution No. 2024-R0372 to fund the security, trolley, and general marketing of the First Friday Art Trail for the Louise Hopkins Underwood Center for the Arts, as part of the Cultural Arts Grant Program as recommended by Civic Lubbock, Inc.

This item was amended.

Mayor Pro Tem Christy Martinez-Garcia introduced the item and gave comments. Jarrett Atkinson, city manager; and Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Council Member Gordon Harris, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0372, with the following amendment:

- **Amendment No. 1:** to approve a substitute resolution with no restrictions regarding the funding to the Louise Hopkins Underwood Center for the Arts for the First Friday Art Trail.

Motion by Mayor Pro Tem Christy Martinez-Garcia, to close discussion and call the question on Amendment No. 1. Without objection, or a second to the motion, discussion ended and the vote was taken on Amendment No. 1.

Vote: 3 - 4 Failed

NAY: Mayor Mark W. McBrayer
Council Member David Glasheen
Council Member Brayden Rose
Council Member Dr. Jennifer Wilson

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to approve this item as presented. The motion was not considered.

Motion by Council Member Tim Collins, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0372, with the following amendment:

- **Amendment No. 2:** to approve a substitute resolution to solely fund security and trolley services in the total amount of \$20,000, with no other conditions, to the Louise Hopkins Underwood Center for the Arts for the First Friday Art Trail.

Motion by Mayor Pro Tem Christy Martinez-Garcia, to close discussion and call the question on Amendment No. 2. Without having a second and with Mayor Mark W. McBrayer objecting to calling the question, discussion ended and the vote was taken on Amendment No. 2.

Vote: 3 - 4 Failed

NAY: Mayor Mark W. McBrayer
Council Member David Glasheen
Council Member Brayden Rose
Council Member Dr. Jennifer Wilson

Motion by Mayor Mark W. McBrayer, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0372, with the following amendment:

- **Amendment No. 3:** to approve a substitute resolution to solely fund security services in the total amount of \$5,000, with no other conditions, to the Louise Hopkins Underwood Center for the Arts for the First Friday Art Trail.

Vote: 4 - 3 Motion carried

NAY: Council Member David Glasheen
Council Member Brayden Rose
Council Member Dr. Jennifer Wilson

9:59 P.M. CITY COUNCIL ADJOURNED

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

The August 13, 2024 Regular City Council Meeting minutes were approved by the City Council on the 10th day of September, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0111, 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

On August 27, 2024, the City Council approved the first reading of the ordinance.

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: 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

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 current FY 2023-24 Budget for the CEAP grant is \$2,000,000. With the additional 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

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 18278, and all related documents, with the Texas Department of Housing and Community Affairs, for the Comprehensive Energy Assistance Program to assist low income households in meeting their immediate energy needs.

Item Summary

- Grantee: City of Lubbock, Community Development Department
- Funding Source: 2024 Supplemental Comprehensive Energy Assistance Program (CEAP) from Texas Department of Housing and Community Affairs (TDHCA) Contract 58940004161
- Use of Funds: Pass through grant from TDHCA to provide energy assistance by paying for energy bills only and repair or replacement of existing heating and cooling units for citizens of Lubbock County
- Supplemental Allocation: \$93,379
- Terms: January 1, 2024 – December 31, 2024, with the option to extend time up to six (6) months as determined by TDHCA

This is an electronic signature contract.

The purpose of this CEAP Grant is to encourage consumers to control energy costs for years to come through education. CEAP involves integration of all Low Income Home Energy Assistance Programs (LIHEAP), thereby enhancing the efficiency and effectiveness of services provided to clients and eliminating duplication of services.

Fiscal Impact

This contract does not impact the General Fund. The maximum allocation of this contract is \$93,379.

Staff/Board Recommending

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

Attachments

CEAP Resolution

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, Community Development Funding Contract 18278, and all related documents, between the City of Lubbock and Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program for energy assistance. 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

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Commercial Real Estate Sales Contract, by and between the City of Lubbock and Lone Star Suds - 19th Ltd., for the sale of real property located within Lots 1 and 2, Block 1, Elwood Place Addition to the City of Lubbock, Lubbock County.

Item Summary

The City of Lubbock owns a parcel located on the southwest side of 19th Street and Avenue X. This parcel is 0.375 acres and is adjacent to 2401 19th Street, which is commonly known as the former Wendy's Restaurant. Lone Star Suds - 19th, Ltd. is in the process of acquiring the lot at 2401 19th Street and has approached the City about purchasing the City lot adjacent to this lot to be used as part of the development.

Section 272.001 of the Local Government Code (LGC) allows narrow strips of land that cannot be used independently to be sold to an abutting property owner for fair market value. Accordingly, on July 8, 2024, the City of Lubbock retained CBRE Group, Inc. to conduct an appraisal of the property to help determine the fair market value. Based on the property appraisal, the value of the land is stated below.

| Buyer | Term | Offer | Estimated Net Proceeds |
|----------------------------|--|-------------|------------------------|
| Lone Star Suds - 19th LTD. | Cash, seller pays normal closing costs | \$70,081.44 | NA |

This parcel of land was purchased by the City of Lubbock in 1972 for the purpose of the widening of Avenue X. Staff has determined that there is no need to widen Avenue X, and accordingly, is recommending sale of the property to Lone Star Suds - 19th, Ltd., in the amount of \$70,081.44.

Fiscal Impact

Revenue of \$70,081.44 to the General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution

Sales Contract

Map/Metes & Bounds

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 Real Estate Sales Contract for the sale of real property located within Lots 1 and 2, Block 1, Ellwood Place Addition to the City of Lubbock, Lubbock County, by and between the City of Lubbock and Lone Star Suds – 19th, Ltd, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

Passed by the City Council on _____.

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

REAL ESTATE SALES CONTRACT

This Real Estate Contract (the "Contract") to buy and sell real and personal property is between Seller and Buyer, as identified below, and is effective on the date of the last of the signatures by Seller and Buyer as parties to this contract (the "Effective Date").

PARTIES

Seller: City of Lubbock, Texas

Address: 1314 Avenue K, Lubbock, Texas 79401

Phone: 806-775-2228

Buyer: Lone Star Suds – 19th, Ltd

Address: 16706 CR 1940, Lubbock, Texas 79424

Phone: 806-239-6974

Property: See Exhibit A, which is attached and incorporated herein.

Title Company: West Texas Title

Address: 8001 Quaker Avenue, Ste. E, Lubbock, Texas 79424

Phone: (806)793-9555

Email: Nancy@westtexasitle.com

PURCHASE PRICE / EARNEST MONEY / COUNTY OF PERFORMANCE

Purchase Price: SEVENTY THOUSAND EIGHTY-ONE AND 44/100 DOLLARS (\$70,081.44)

Earnest Money: ONE THOUSAND AND NO/100 DOLLARS (\$1000.00)

County for Performance: Lubbock County, Texas

TERMS

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are not generally open for business. Time is of the essence.

1. *Delivery of Title Commitment:* Thirty (30) days after the Effective Date
2. *Delivery of Survey:* BUYER is in possession of a current survey performed for BUYER. No action is required by SELLER
3. *Delivery of UCC Search:* Thirty (30) days after the Effective Date
4. *Delivery of legible copies of instruments referenced in the Title Commitment, Survey, and UCC Search:* Thirty (30) days after the Effective Date

5. *Delivery of Title Objections*: Fifteen (15) days after delivery of the latest delivered of the Title Commitment, Survey, and legible copies of the instruments referenced in them
6. *Delivery of Seller's records as specified in Exhibit C*: Thirty (30) days after the Effective Date
7. *End of Inspection Period*: Ninety (90) days after the Effective Date, subject to Section G.
8. *Closing Date*: **January 13, 2024.**

B. Closing Documents

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise provided herein, or agreed by the parties before Closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

1. At Closing, Seller will deliver the following items: *General Warranty Deed*
2. At Closing, Buyer will deliver the following items:
Cash portion of the Purchase Price

C. Exhibits

The following are attached to and are a part of this contract:

- Exhibit A—Description of the Land*
- Exhibit B—Representations; Environmental Matters*
- Exhibit C—Seller's Records*
- Exhibit D—Notices, Statements, and Certificates*
- Exhibit E—Improvements and Infrastructure*

D. Purchase and Sale of Property

1. *Purchase and Sale Agreement*. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.
2. *Payment of Purchase Price*. The purchase price shall be paid by Buyer to Seller as follows:

Cash portion of the purchase price due at Closing.

3. Additional Consideration

None.

E. CONDITIONS FOR CLOSING

The closing of this transaction will be conditioned on the closing for the purchase by Buyer in accordance with the terms of a Contract of Sale executed by Buyer and CCP Wendy Lubbock 4.23 LP, dated March 22, 2024 of the real property (the "Adjacent Property") in Lubbock County, Texas, described as follows:

THE EAST 140 FEET OF LOT 1, REPLAT OF BLOCK 1, ELLWOOD PLACE
ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS,
ACCORDING TO THE MAP, PLAT, AND/OR DEDICATION DEED THEREOF
RECORDED IN/UNDER VOLUME 1449, PAGE 834, DEED RECORDS, LUBBOCK
COUNTY, TEXAS

If the Buyer fails to close on the purchase of the Adjacent Property within one-hundred twenty (120) days after the execution of this contract, then this contract shall terminate and Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the records, neither party will have further duties or obligations to the other under this contract

E. Title and Survey

1. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, or directly by Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.
2. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to Buyer and Title Company, and any other person specified by Buyer, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.
3. *UCC Search.* "UCC Search" means written reports stating the instruments that are on file in the Texas secretary of state's UCC records, the UCC records of any other appropriate state, and the UCC records in the jurisdiction in which Seller is organized, showing as debtor Seller and all other owners of any personal property during the five years before the Effective Date of this contract, if applicable.
4. *Delivery of Title Commitment, Survey, UCC Search, and Legible Copies.* Seller must deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.1.; the Survey by the deadline stated in paragraph A.2.; the UCC Search, if applicable, by the deadline stated in paragraph A.3.; and legible copies of the instruments referenced in the Title Commitment, Survey, and UCC Search by the deadline stated in paragraph A.4.
5. *Title Objections.* Buyer has until the deadline stated in paragraph A.5. ("Title Objection Deadline") to review the Survey, Title Commitment, UCC Search, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey, Title Commitment, and UCC Search to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before Closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before Closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before Closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in paragraph A.6.
2. *Entry onto the Property.* Buyer may enter the Property following the Effective Date to inspect it at Buyer's cost, subject to the following:
 - a. Buyer must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, or those of its agents and representatives.
 - b. Buyer may not interfere in any material manner with existing operations or occupants of the Property;

- provided, however, that Seller shall make all necessary arrangements with occupants of the Property to allow reasonable access to the Buyer or Buyer's agents for reasons and purposes set forth herein.
- c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests.
 - d. If the Property is physically altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs.
 - e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors upon request.
 - f. Buyer must abide by any other reasonable entry rules imposed by Seller.
3. *Environmental Assessment.* Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the use and condition of the Property before Seller's period of ownership to the extent that the information is within Seller's possession or control.
 4. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller of the termination before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.
 5. *Buyer's Indemnity and Release of Seller*
 - a. *Indemnity.* Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and Closing, any other provision of this contract to the contrary notwithstanding.
 - b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, unless said claim or cause of action arises from the negligence or gross negligence of Seller, Seller's agents, or Seller's representatives.
 6. *Partial Release.* If, as of the Effective Date, the Property is subject to any liens that secure indebtedness in excess of the estimated net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible, then Seller promptly must obtain a written agreement or agreements (collectively, the "Partial Release Agreement") binding and enforceable against the holders of such liens ("Holders"). The Partial Release Agreement must release all of such liens with respect to the Property on the payment to the Holders of an amount that does not exceed the net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible. Notwithstanding any other provision of this contract, if Seller is required to provide a Partial Release Agreement, the Inspection Period will not commence until and unless the executed Partial Release Agreement, in a form reasonably satisfactory to Buyer, is delivered to Buyer.

H. Representations

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct. Unless Seller notifies Buyer to the contrary on or before the Closing Date, or Buyer has actual knowledge to the contrary as of the Closing Date, Buyer is entitled to presume that the representations of Seller in Exhibit B are true and correct as of the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until Closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it

was used on the Effective Date; (c) comply with all contracts of Seller pertaining to the Property in effect on the Effective Date and all laws and all governmental regulations affecting the Property; and (d) not encumber, transfer, or dispose of any of the Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Buyer's written consent, which Buyer will have no obligation to grant and, if granted, may be conditioned in any manner Buyer in its sole discretion deems appropriate.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen days before Closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) credit to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid or incurred by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage less any amounts previously paid or incurred by Seller to repair the Property.
3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen days before Closing). The condemnation will be deemed to materially affect Buyer's intended use in Buyer's sole discretion. If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.
4. *Claims; Hearings.* Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that involves or directly affects the Property.
5. *Cooperation.* Seller will cooperate with Buyer (a) before and after Closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after Closing and (b) before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer. Seller will also ensure the cooperation of any occupants of the Property for the purposes set forth herein.

J. Termination

1. *Disposition of Earnest Money after Termination*
 - a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as independent consideration for the right granted by Seller to Buyer to terminate this contract.
 - b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, then

unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the records, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of this contract.

K. Closing

1. *Conditions of Closing.* Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived by the first party, by writing, in its discretion:
 - a. *Representations and Warranties.* The representations and warranties of the other party must be true and correct at Closing.
 - b. *Performance of Covenants and Agreements.* The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.
 - c. *No Bankruptcy.* No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to that party.
2. *Closing.* This transaction will close ("Closing") at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:
 - a. *Closing Documents; Title Company Documents.* The parties will execute and deliver the Closing Documents and any documents required by Title Company.
 - b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
 - c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
 - d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
 - e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at Closing and any liens and security interests created at Closing to secure financing for the Purchase Price. Property shall not be occupied by any person, nor subject to any lease, leasehold interest, claim or offset against rents at the time of Closing.
3. *Transaction Costs*
 - a. *Seller's Costs.* Seller will pay the Seller's attorney's fees and expenses.
 - b. *Buyer's Costs.* Buyer will pay the basic charge for the Title Policy; the costs to obtain the Survey; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer, as well as the cost of any other endorsements or modifications of the standard form of Title Policy requested by Buyer; the costs of work required by Buyer to have the Survey reflect matters other than those required under this contract except changes required for curative purposes; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this contract; and Buyer's attorney's fees and expenses; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; UCC Search, and certificates

- or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A.4. and Seller's records.
- c. *Ad Valorem Taxes.* Except for subsequent assessments for prior years due to changes in use or ownership discussed below, ad valorem taxes on the Property for all periods before the period in which Closing occurs must be paid by Seller at or before Closing. Ad valorem taxes for the Property for the calendar year of Closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at Closing as a credit to the Purchase Price. Buyer assumes the obligation to pay, and shall pay in full, such taxes for the year of Closing before delinquency. If the assessment for the calendar year of Closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed value, and Buyer and Seller will adjust the prorations in cash within thirty days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing. All taxes (including any penalties, interest, and attorney's fees) due as of Closing will be paid at Closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the Closing, and if additional taxes, penalties, or interest are assessed pursuant to Code section 23.55 or under the other provision of law, the following will apply:
- i. If Seller changes the use of the Property before Closing, resulting in the assessment of additional taxes for periods before Closing, Seller will pay the additional taxes.
 - ii. At Closing, the parties will determine the amount of deferred taxes payable if the sale of the Property as herein contemplated were deemed as of the Closing Date to constitute a change in the use of the Property that would result in the "roll-back" or recapture of deferred taxes for the current year and all preceding tax years for which the "roll-back" or recapture could be imposed ("Potential Roll-Back Amount"). Buyer will be responsible for payment of any Potential Roll-Back Amount. If a subsequent change in the use of the Property results in a roll-back of deferred taxes, the Buyer shall pay the portion of recaptured deferred taxes attributable to the period before the Closing, if any, and the portion of deferred taxes attributable to the period from and after the closing, if any.
- d. *Income and Expenses.* Except as provided in paragraph K.3.c. above, income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at Closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after Closing for operating expenses incurred on or before the Closing Date and not adjusted at Closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days after receipt of Buyer's notice of the deficiency.
- e. *Post-closing Adjustments.* If errors in the prorations made at Closing are identified within ninety days after Closing, Seller and Buyer will make post-closing adjustments to correct the errors within fifteen days after receipt of notice of the errors.
- f. *Brokers' Commissions.* Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At Closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.
4. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

L. Default and Remedies

1. *Seller's Default; Remedies before Closing.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect any of the following as its sole and exclusive remedy before Closing:

- a. *Termination.* Buyer, for any reason, or no reason, may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer.
 - b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract.
 - c. *Actual Damages.* If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.
2. *Seller's Default; Remedies after Closing.* If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.
 3. *Buyer's Default; Remedies before Closing.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing and have the Earnest Money paid to Seller. The foregoing constitutes Seller's sole and exclusive remedy for a default by Buyer before Closing.
 4. *Buyer's Default; Remedies after Closing.* If Buyer fails to perform any of its obligations under this contract that survive Closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.
 5. *Non-Arbitration.* The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.
 6. *Attorney's Fees.* If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Improvements N/A

N. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Notice may not be given by e-mail. Any address for notice may be changed by not less than ten days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
2. *Entire Agreement.* This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer,

and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

3. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.
4. *Prohibition of Assignment.* Neither party may assign this contract or any rights under it without the prior written consent of the other party.
5. *Survival.* The provisions of this contract that expressly survive termination or Closing and other obligations of this contract that cannot be performed before termination of this contract or before Closing survive termination of this contract or Closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control. The representations made by the parties as of Closing survive Closing.
6. *Choice of Law; Venue.* THIS CONTRACT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN LUBBOCK COUNTY.
7. *Waiver of Default.* Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.
8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.
9. *Severability.* If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.
10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.
11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.
12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.
13. *Delegation of Authority.* Authority to take any actions that are to be, or may be, taken by Buyer under this Contract, including without limitation, adjustment of the Closing Date, are hereby delegated by Buyer, pursuant to action by the City Council of Lubbock, Texas, to W. Jarrett Atkinson, City Manager of Buyer, or his designee.
14. *Binding Effect.* This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SIGNATURES

FOR: CITY OF LUBBOCK

Mark W. McBrayer

Date:

FOR LONE STAR SUDS – 19TH, LTD:



By: Landon Willess, Manager



Date:

ATTEST:


Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

Exhibit A
Description of the Land and Personal Property

Exhibit B
Representations; Environmental Matters

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a Texas Home-Rule City, duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against Seller that might adversely affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Licenses, Permits, and Approvals.* Seller has not received written notice and has no actual knowledge that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.
5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received written notice and has no actual knowledge of any condemnation, zoning, or land-use proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation or the presence of hazardous materials affecting the Property.
6. *No Other Obligation to Sell the Property or Restriction against Sale.* Except for granting a security interest in the Property, Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or by which Seller or the Property is bound.
7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.
8. *Seller's Documents.* The copies of Seller's documents provided by Seller to Buyer for Buyer's inspections will be true, correct, and complete copies of the originals, or the copies of such documents in Seller's possession or control. The Seller's documents provided by Seller to Buyer for Buyer's inspections that were prepared by or under Seller's supervision and control will be true, correct, and complete in all material respects. Unless Seller notifies Buyer at the time of delivery of any documents provided by Seller to Buyer that were not prepared by or under Seller's supervision and control, Seller has no actual knowledge of any material respect in which such Seller's documents are not true, correct, and complete.
9. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.
10. *No Warranty.* Except as set forth in this contract and in the Closing Documents, Seller has made no warranty in connection with this transaction.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT

THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN INSPECTION AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

The provisions of this section B regarding the Property will not be included in the deed.

C. Environmental Matters

AFTER CLOSING, BUYER RELEASES SELLER FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVE.

The provisions of this section C regarding the Property will not be included in the deed.

D. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date. Buyer is a _____ duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer.

Exhibit C
Seller's Records

To the extent that Seller has possession or control of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph A.6.:

Governmental

- governmental licenses, certificates, permits, and approvals
- tax statements for the current year and the last five (5) years
- notices of appraised value for the current year and the last five (5) years
- records of any tax exemption, special use, or other valuation or exemption applicable to the Property
- records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

- soil reports
- environmental reports and other information regarding the environmental condition of the Property
- water rights
- engineering reports
- prior surveys
- site plans

Facilities

- as-built plans, specifications, and mechanical drawings for improvements
- warranty agreements
- management, employment, labor, service, equipment, supply, and maintenance agreements
- insurance policies
- ADA and other building inspection reports
- engineering reports
- environmental reports
- operating and maintenance plans (for example, asbestos maintenance plans)
- life-safety plans

Leases

- Leases
- commission and leasing agent agreements
- rent roll setting forth for each Lease:
 - tenant's name
 - square footage leased
 - date of expiration of current and renewal terms
 - renewal options
 - basic rent and formula for any additional rents
 - amount of additional rent paid during the last two (2) years
 - prepaid rent
 - delinquent rent
 - security deposit
 - current tenant or landlord defaults
 - options to purchase any portion of the Property
 - rights of first refusal to lease other space
 - rights to rent concessions, tenant improvements, or other allowances
 - unpaid or contingent brokerage commissions (including commission on renewals)
- estoppel letters and/or subordination agreements

Licenses, Agreements, and Encumbrances

All licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county in which the Property is located

Exhibit D
Notices, Statements, and Certificates

The notices, statements, and certificates (arranged by their application to particular transactions) that are listed below are included in the sales contract:

1. *Storage Tanks Disclosure Provider.* Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code.
2. *Notice to Purchaser Regarding Restrictive Covenants.* Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code.
3. *Certificates of Mold Remediation.* Notice pursuant to section 1958.154 of the Texas Occupations Code, titled "Certificate of Mold Remediation; Duty of Property Owner," requiring a property owner who sells property that has been issued a certificate of mold remediation pursuant to this section to deliver copies to the purchaser of each certificate of mold remediation issued for the property within the preceding five years.

Exhibit E
Property Survey

19th

STREET

90' PUBLIC RIGHT-OF-WAY Adjacent Right-of-Way Dedication Not Found



Scale : 1" = 50'

Lot 1, Block 1
ELLWOOD PLACE ADDITION
Plat Recorded Vol. 1449, Pg. 834

0.3750 Acre Portion of Avenue "X"
16,336 Square Feet

20' UNDERGROUND UTILITY AND
GARBAGE COLLECTION EASEMENT
By Plat Vol. 1449, Pg. 834

20th

STREET

55' PUBLIC RIGHT-OF-WAY
Adjacent 5' Dedicated By Plat Vol. 1449, Pg. 834

- ⊕ - CUT "CROSS" IN CONCRETE
 - ⊙ - CUT "CROW'S FOOT" IN CONCRETE
 - ⊙ - SET 1/2" IRON ROD WITH CAP "HRA"
 - - FOUND 1/2" SQUARE TUBE
- 20240791/Bob (SDT)

N89°30'28"E
45.00'

R=15.00'
Δ=90°29'32"
T=15.13'
CH=21.30'

Right-of-Way Dedication
By Plat Vol. 1449, Pg. 834

45' Right-of-Way Dedication Vol. 1374, Pg. 558

335.57'

NORTH-SOUTH

15' Alley Dedication
By Plat Vol. 98, Pg. 195

45' Right-of-Way Dedication Vol. 1374, Pg. 558

Right-of-Way Dedication
By Plat Vol. 1449, Pg. 834

R=15.00'
Δ=90°
T=15.00'
CH=21.21'

E-W
45.00'

Adjacent 5' Dedication
Vol. 1374, Pg. 558

S45°14'46"E
21.30'

AVENUE "X"

NORTH-SOUTH

POINT OF BEGINNING
THIS POINT BEARS NORTH 20.00'
FROM THE ORIGINAL SOUTHEAST
CORNER OF BLOCK 1, ELLWOOD
PLACE ADDITION

Lot 12

Lot 11

ADDITION

Block 50

SECOND

Lot 13

Lot 14

McCRUMMEN'S

20th ST.

Sheet 1 of 2

AVENUE "X"
PROPOSED STREET CLOSURE
LOCATED BETWEEN 19th STREET & 20th
STREET, ADJACENT TO LOT 1, BLOCK 1
ELLWOOD PLACE ADDITION
TO THE CITY OF LUBBOCK
LUBBOCK COUNTY TEXAS

HR 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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for GF # and any other identifiers as indicated in the certificate shown hereon.

METES AND BOUNDS DESCRIPTION of a 0.3750 acre tract being that portion of Avenue "X", 45 foot right-of-way dedication recorded in Volume 1374 Page 558 of the Deed Records of Lubbock County, Texas and that portion dedicated by plat recorded in Volume 1449, Page 834 of the Deed Records of Lubbock County, Texas, and a portion of a 15 foot alley dedicated by plat recorded in Volume 98, Page 195 of the Deed Records of Lubbock County, Texas, said 0.3750 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set in the Eastern boundary of said 45 foot right-of-way dedication for the most Easterly Southeast corner of this tract, which bears North a distance of 20.00 feet from the original Southeast corner of Block 1, Ellwood Place Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 98, Page 195 of the Deed Records of Lubbock County, Texas;

THENCE S. 45° W. a distance of 21.21 feet to a 1/2" iron rod with cap marked "HRA" set for the most Southerly Southeast corner of this tract;

THENCE West a distance of 45.00 feet to a "crow's foot" cut in concrete in the West right-of-way line of Avenue "X" for the most Southerly Southeast corner of Lot 1, Block 1, Ellwood Place according to the map plat and/or dedication deed thereof recorded in Volume 1449, Page 834 of the Deed Records of Lubbock County, Texas and the Southwest corner of this tract;

THENCE Northeasterly, along the West right-of-way line of Avenue "X" and the Eastern boundary of said Lot 1, around a curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°, tangent lengths of 15.00 feet and a chord distance of 21.21 feet to a 1/2" iron rod with cap marked "HRA" set for a point of tangency;

THENCE North, continuing along the West right-of-way line of Avenue "X" and the Eastern boundary of said Lot 1, a distance of 335.57 feet to a 1/2" iron rod with cap marked "HRA" set for a point of curvature;

THENCE Northwesterly, continuing along the West right-of-way line of Avenue "X" and the Eastern boundary of said Lot 1, around a curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°29'32", tangent lengths of 15.13 feet and a chord distance of 21.30 feet to a "cross" cut in concrete in the South right-of-way line of 19th Street for the Northwest corner of this tract;

THENCE N. 89°30'28" E. a distance of 45.00 feet to a "cross" cut in concrete for the most Northerly Northeast corner of this tract;

THENCE S. 45°14'46" E. a distance of 21.30 feet to a 1/2" iron rod with cap marked "HRA" set for the most Easterly Northeast corner of this tract;

THENCE South a distance of 335.95 feet to the Point of Beginning.

Contains: 16,336 square feet.

Bearings are relative to the recorded final plat of Lots 1 and 2, Block 1, Ellwood Place Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 98, Page 195 of the Deed Records of Lubbock County, Texas.

I, Cyril H. Turner, Texas Registered Professional Land Surveyor No. 6460, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey. June 6, 2024



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



Sheet 2 of 2

AVENUE "X"
PROPOSED STREET CLOSURE
LOCATED BETWEEN 19th STREET & 20th
STREET, ADJACENT TO LOT 1, BLOCK 1
ELLWOOD PLACE ADDITION
TO THE CITY OF LUBBOCK
LUBBOCK COUNTY TEXAS

HR HUGO REED
AND ASSOCIATES, INC.

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

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for GF # and any other identifiers as indicated in the certificate shown hereon.

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 Lot 6, Block 13, Phyllis Wheatley Addition to the City of Lubbock, Lubbock County, Texas.

Item Summary

The City of Lubbock has been in the process of acquiring all the parcels in the Phyllis Wheatley Addition for a future public use. To date, 36 parcels remain. The following Street, Public Use, and Right-of-Way Deed dedication will reduce the number of parcels to be acquired to 35. Doris Lee Vest Fletcher is dedicating the deed to the City of Lubbock.

The proponents will dedicate 7,250 square feet of land at no cost to the City of Lubbock.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution - Lot 6, Block 13, Phyllis Wheatly

Deed - Lot 6, Block 13, Phyllis Wheatly

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 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 Lot Six, Block 13, Phyllis Wheatley Addition to the City of Lubbock, Lubbock County, Texas, 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

RES.Street and ROW Deed- Block 13, Phyllis Wheatley

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.

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 **DORIS LEE VEST FLETCHER**, 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 which public use shall include but not be limited to drainage, street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described as:

Lot Six (6), Block Thirteen (13), Phyllis Wheatley Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 323, Page 314, Deed Records of Lubbock, County, Texas (the "Property").

GRANTOR agrees to grant the Property 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 the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 30th day of July, 2024

GRANTOR:


DORIS LEE VEST FLETCHER

ACKNOWLEDGEMENT

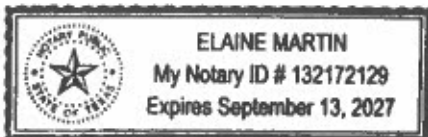
STATE OF Texas


COUNTY OF Lubbock

This instrument was acknowledged before me on the 30th day of July, 2024 by DORIS LEE VEST FLETCHER. 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.

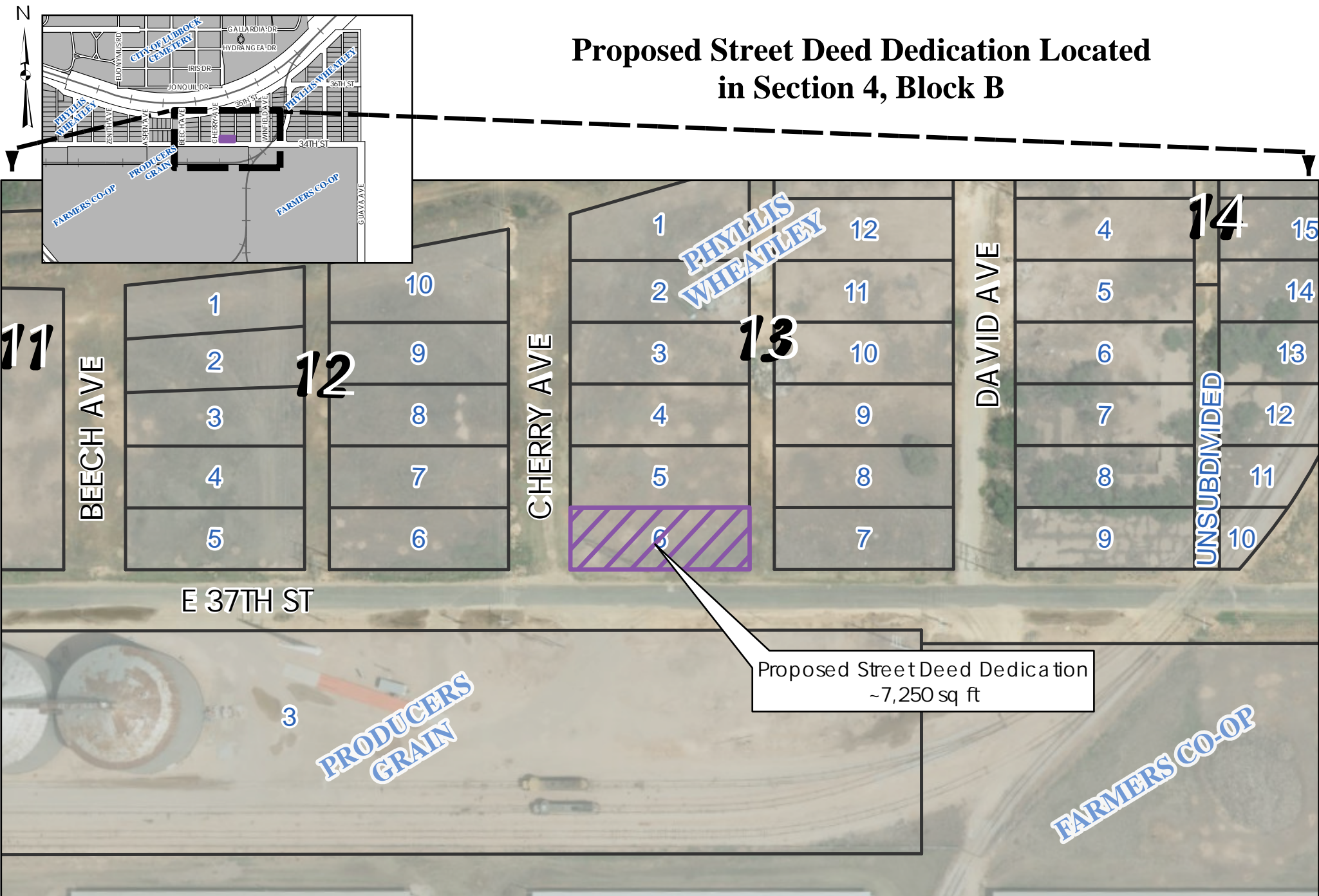



NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: Sept. 13 2027

Grantee's Address:

City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, Texas 79401

Public Use and Right of Way Deed



0 50 100 200 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.



Digital Orthophotography - May 2023

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17778, with Freese and Nichols, Inc., for design and bid phase professional services for the Water System Electrical Improvements Project at the North Water Treatment Plant's Terminal Storage Reservoir.

Item Summary

Amendment No. 1 to Contract 17778 is for professional design services for installing a motor operated valve in a vault at the North Water Treatment Plant's Terminal Storage Reservoir which will replace a broken valve in the Plant. This project also includes integration into the Supervisory Control and Data Acquisition (SCADA) system which allows for remote access.

Amendment No. 1 of the Water System Electrical Improvements Contract with Freese and Nichols, Inc., is based upon fair and reasonable hourly rates for a total amount not to exceed \$43,378, with an extension of 180 calendar days to the original 365 calendar days contract.

Fiscal Impact

This amendment to the Professional Services Agreement for \$43,378 is funded in Capital Improvements Project 92804, North Terminal Storage Reservoir Improvements.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution 17778

Amendment 1 Contract

Original Contract

Location Map

CIP Budget Detail

CIP 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. 1 to the Professional Services Agreement Contract No. 17778 for engineering services for water treatment electrical improvements, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

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

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

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 13th day of February, 2024, Contract No. 17778, by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), collectively (the "Parties").

Engineer is providing professional services for water treatment electrical improvements (the "Activities").

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

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

The scope of the original agreement is hereby amended to include additional electrical design services as described and set forth in "Exhibits A", attached hereto and incorporated herein. Further, the additional services herein shall be completed for an amount not to exceed forty-three thousand three hundred seventy-eight dollars and 00/100 (\$43,378.00) as set forth in "Exhibit A", attached hereto and incorporated herein. An additional one hundred eighty (180) days shall be added to the term for the Engineer to complete the services herein agreed.

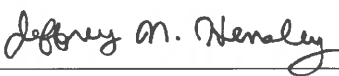
All other terms of the agreement remain the same and are not altered herein.

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

CITY OF LUBBOCK

Freese and Nichols, Inc.

MARK W. MCBRAYER, MAYOR

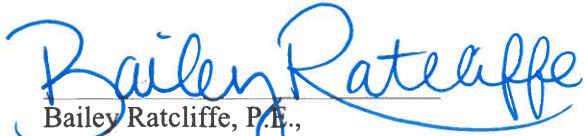


Jeffrey Hensley, P.E.

ATTEST:

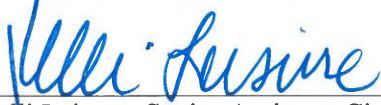
Courtney Paz, City Secretary

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

Resolution No. 2024-R0073

Item No. 5.19

February 13, 2024

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17778 for water treatment electrical improvements, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on February 13, 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.PSA-No. 17778 – FNI water treatment electrical
1.9.24

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17778 is entered into this 13th day of February, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, (the "Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Water Treatment Electrical Improvements, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 365 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$590,659, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

The Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or 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 Exhibits A & B, attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Engineer is at all times responsible to the City to perform the Services as provided in this Agreement and the Engineer is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Engineer shall be required by the Engineer to carry, for the protection and benefit of the City and the Engineer and naming said third parties as additional insureds, insurance as described above required to be carried by the Engineer in this Agreement.

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Freese and Nichols, Inc.
Amy Raines
801 Cherry Street, Suite 2800,
Fort Worth, Texas 76102
Telephone: 817-735-7361
Email: Amy.Raines@freese.com

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

James Dean
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3254
Email: jdean@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

R. Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental

entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK



TRAY PAYNE, MAYOR

ATTEST:



Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



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

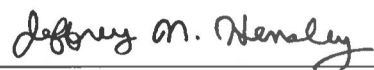
APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Firm

Freese and Nichols, Inc.

By: 

Jeff Hensley

Email: Jeff.Hensley@freese.com

EXHIBIT A, PART 1
SCOPE OF SERVICES FOR:
ARC FLASH STUDIES – WATER SITES
ENGINEERING DESIGN SERVICES

ARTICLE I

PROJECT DESCRIPTION: The City of Lubbock (Owner) is proceeding with performing Arc Flash Hazard Analysis at the raw water and treated water facilities listed below. As part of the data collection phase of the studies, an electrical assessment will be conducted at each of the listed facilities. An Arc Flash Hazard Analysis will be performed at the following facilities:

1. Pump Station No.4
2. Pump Station No.8
3. Pump Station No.9
4. Pump Station No.10
5. Pump Station No.16
6. Bailey County Pump Station
7. Terminal Storage Reservoir
8. Lake Alan Henry Lake Pump Station
9. Lake Alan Henry Booster Pump Station
10. North Water Treatment Plant
11. South Water Treatment Plant

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

A. PROJECT MANAGEMENT

Upon execution of this Agreement, FNI shall:

1. Conduct kickoff meeting to review scope, schedule, and budget; determine any special conditions that may affect the studies; discuss administrative requirements of Owner; and to discuss and special items as part of the electrical assessment.
2. Manage efforts of internal team and sub-consultants on the Project and perform Quality Control review of all deliverables.
3. Prepare meeting agendas and minutes and attend the following meetings:
 - a. Attend up to twelve (12) monthly project coordination meetings with Owner
 - b. Attend up to four (4) Teams workshops for review of arc flash studies and recommended improvements as they are completed.
4. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.
5. Prepare monthly reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare monthly invoices.
6. Deliverables include the following:

- a. Agendas and minutes for all meetings
- b. Project schedule updated monthly
- c. Monthly reporting
- d. Monthly invoices

B. STUDY PHASE: FNI shall provide professional services in this phase as follows:

1. Field Investigation. FNI to visit each site and with the assistance of subcontractor, ACME Electric, will open electrical equipment to obtain information such as cable sizes, circuit breaker trip settings, and starter overload settings. At locations where protective relays are installed, FNI with the assistance of subcontractor, Strategic Engineering, will download existing relay settings.
2. Prepare an Arc Flash Analysis Study at each facility. Advise Owner as to the necessity of Owner's providing or obtaining data or services from others and assist Owner in connection with any such services. Collect and review existing data, reports, mapping, and records from Owner. Review documents associated with the project. Provide analyses of Owner's requirements for the Project, including planning, surveys, site evaluations and comparative studies of prospective sites and solutions.
3. Prepare an Arc Flash Analysis Study containing the arc flash incident energy levels at each piece of major electrical equipment. The Arc Flash Study will also include recommendations to reduce the flash energy levels that are calculated to be classified as Dangerous.
4. Furnish one (1) PDF copy of the Preliminary Arc Flash Analysis Study of each Facility. Report, present and review it with Owner. Receive and address Owner's comments and issue the final Study.
5. Deliverables for the Studies shall include:
 - a. Draft copy of Preliminary Arc Flash Study for each site. A draft of the studies at the Pump Station sites will be completed within 60 days after conducting the field investigation. A draft of the studies at the Water Treatment Plant sites will be completed within 90 days after conducting the field investigation.
 - b. Final copy of Arc Flash Study for each site. The final Study at each site will be provided 30 days after receiving comments from the Owner.
6. Once the Studies have been finalized, FNI will install the arc flash labels on the appropriate electrical equipment at each site.
7. At the end of the Studies, FNI in conjunction with its subcontractor, Strategic Engineering, will prepare a presentation on Arc Flash to present to the City's electrical and maintenance staff.

ARTICLE II

SPECIAL SERVICES: Special Services to be performed by FNI include the following:

A. ELECTRICAL ASSESSMENT: FNI will provide an electrical assessment as follows:

1. Visual inspection of existing equipment noting major deficiencies.
2. Prepare Technical Memorandum on findings: FNI will prepare a brief technical memorandum summarizing the findings at each site and include an Opinion of Probable Construction Cost for the recommended improvements.
3. Prepare bidding documents – technical plans and specifications to address electrical deficiencies

at each site.

B. PUMPING ASSESSMENT: FNI will provide the following:

1. Conduct a site visit to review existing conditions at the following facilities: PS4, PS8, PS9, Bailey County PS, Lake Alan Henry Lake Pump Station, Lake Alan Henry Booster PS.
 - a. Evaluate pump performance and physical layout to identify potential causes of existing pumps overheating. Evaluation to include review of historical operational data, review of pump curve from manufacturer, observation of pump and piping layout at the facilities, and observation of the pumps in typical operating conditions.
2. Submittals
 - a. Develop one (1) Site Evaluation Report summarizing findings. The Evaluation Report will include evaluation of all facilities visited as part of this task.
3. Meetings and Site Visits: This task will require the following meetings and site visits:
 - a. Meetings
 - i. Pre-evaluation meeting (virtual). Goal of this meeting would be to facilitate communication between Engineer and City staff regarding logistics of site visits (access, day, time) and goals of site visits.
 - ii. Post-evaluation meeting (in-person). Goal of this meeting would be for the Engineer to communicate the findings of the Site Evaluation to City staff. Site Evaluation Report will be submitted to the City prior to this meeting.
 - b. Site Visits:
 - i. It is anticipated that two (2) pump station facilities can be observed in one (1) work day. If six (6) facilities are to be observed, Engineer will coordinate with the City to find a three (3) day window to complete the site visits.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following milestones and per attached schedule:

- Notice to Proceed (NTP) – Set by Owner after Council execution of this Agreement
- Submit Preliminary Arc Flash Study – 60 days after conducting field investigation at each Pump Station Site and 90 days after conducting field investigation at each Water Treatment Plant Site.
- Submit Final Arc Flash Study– 30 days after review meeting with Owner for each Site.
- Install Arc Flash Labels at each Site – 30 days after submittal of Final Arc Flash Study.
- Prepare bidding documents – technical plans and specifications with recommended improvements at each site – 60 days after Final Arc Flash Study has been completed.
- Total Project Duration: 365 days after Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE IV

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative – **James Dean, 1314 Avenue K,
Lubbock, Texas 79401; Phone: 806-775-3397; email jdean@mail.ci.lubbock.tx.us**

FNI's Designated Representative – **Amy Raines, 801 Cherry Street, Suite 2800,
Fort Worth, Texas 76102; Phone 817-735-7361; email Amy.Raines@freese.com**

FNI's Accounting Representative – **Misty Ballard, 801 Cherry Street, Suite 2800,
Fort Worth, Texas 76102; Phone 817-735-7290; email Misty.Ballard@freese.com**

**EXHIBIT A, PART 2, ADDITIONAL SERVICES
ARC FLASH STUDIES – WATER SITES**

ENGINEERING DESIGN SERVICES

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- A. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- B. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- C. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time. Providing services after the completion of the construction phase not specifically listed in Article II. Visits to the site in excess of the number of trips included in Article II for periodic site visits, coordination meetings, or contract completion activities. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted. Provide follow-up professional services during Contractor's warranty period.
- D. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- F. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- G. Conducting pilot plant studies or tests.
- H. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- I. General Project Representation during construction phase.
- J. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and

equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, F and Exhibit A, Part 4 Project Representation.

If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- K. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- L. Furnishing Inspections and Commissioning Reports required by International Energy Efficiency Code (IECC).
- M. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- N. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- O. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- P. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- Q. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- R. Preparation of Operations and Maintenance Manuals for the proposed facilities.
- S. Presence/absence surveys for federally listed threatened/endangered species.
- T. Conducting cultural resources studies or surveys.
- U. Phase I/II Environmental Site Assessments.

**EXHIBIT A, PART 3, RESPONSIBILITIES OF THE OWNER
ARC FLASH STUDIES – WATER SITES**

ENGINEERING DESIGN SERVICES

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

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- B. De-energize equipment for FNI to open up electrical equipment to conduct field investigations.
- C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as provided in this AGREEMENT.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, except as otherwise the responsibility of FNI as provided in this AGREEMENT.
- H. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- I. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit "A," Part 2, if deemed necessary by Owner.
- J. Bear all costs incident to compliance with the requirements of this Exhibit "A", Part 3.

**EXHIBIT B, PART 1 – BUDGET
ARC FLASH STUDIES – WATER SITES**

ENGINEERING DESIGN SERVICES

CITY and ENGINEER have established a not-to-exceed budget of \$ **590,659** to complete all services under this AGREEMENT. This amount includes basic services in the amount of \$ 470,060 and additional services in the amount of \$ 120,599. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT B, Part 2. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

The budget assumes that all work will be completed within 365 calendar days from the Notice to Proceed.

**EXHIBIT B, PART 2 – HOURLY RATE SCHEDULE COMPENSATION
ARC FLASH STUDIES – WATER SITES**

ENGINEERING DESIGN SERVICES

FREESE AND NICHOLS, INC.
ATTACHMENT CO

LUBBOCK RATE SCHEDULE

| <u>Position</u> | <u>Rate</u> |
|--------------------------------|-------------|
| Principal / Group Manager | 342 |
| Technical Professional - 6 | 335 |
| Technical Professional - 5 | 270 |
| Technical Professional - 4 | 232 |
| Technical Professional - 3 | 194 |
| Technical Professional - 2 | 170 |
| Technical Professional - 1 | 140 |
| CAD Technician/Designer - 3 | 188 |
| CAD Technician/Designer - 2 | 141 |
| CAD Technician/Designer - 1 | 112 |
| Senior CAD Technician/Designer | 232 |
| Construction Manager - 4 | 200 |
| Construction Manager - 3 | 151 |
| Construction Manager - 2 | 143 |
| Construction Manager - 1 | 112 |
| Corporate Project Support - 3 | 157 |
| Corporate Project Support - 2 | 141 |
| Corporate Project Support - 1 | 108 |
| Intern/ Coop | 73 |

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

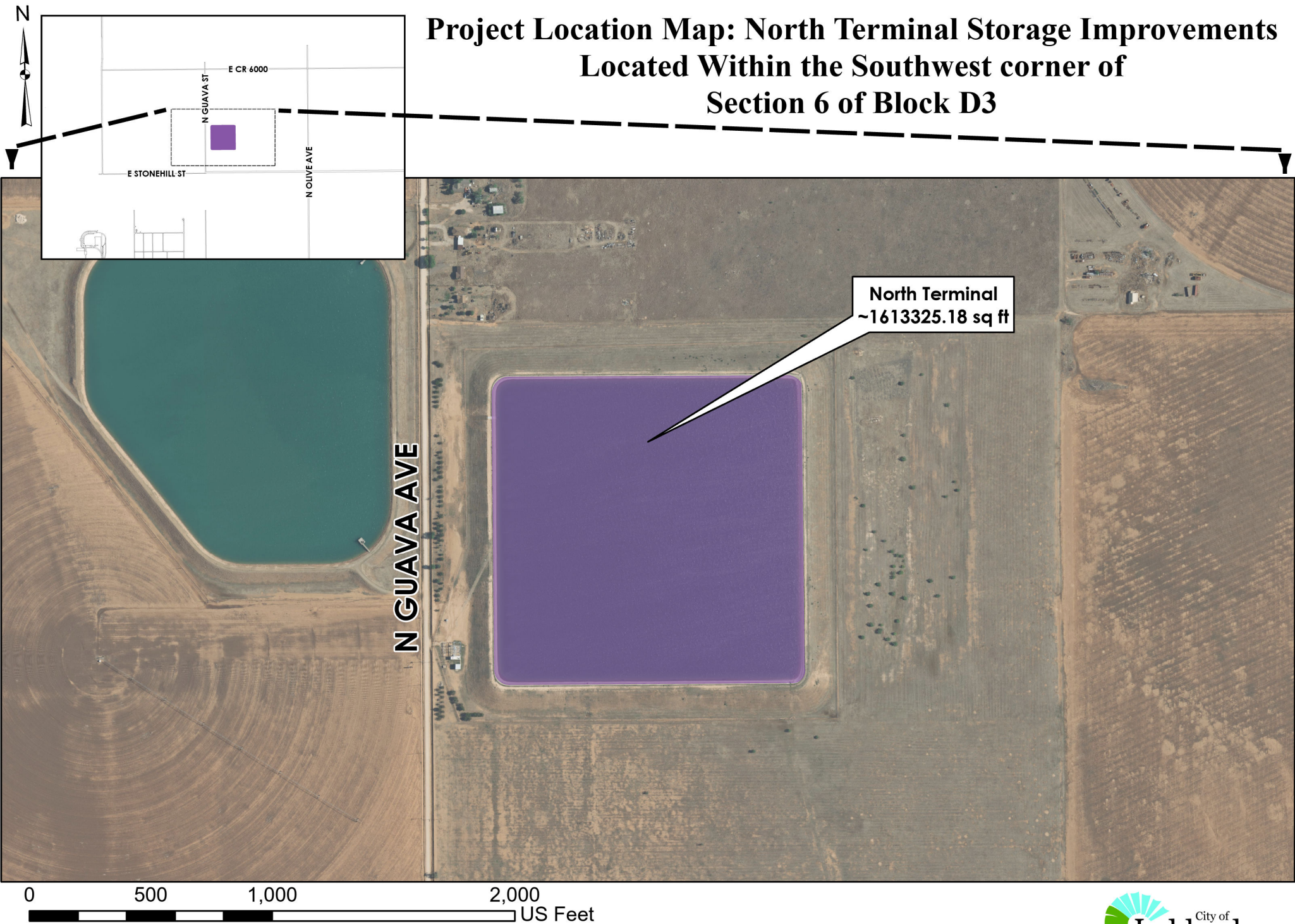
| | <u>B&W</u> | <u>Color</u> |
|----------------------------|----------------|--------------|
| Small Format (per copy) | \$0.10 | \$0.25 |
| Large Format (per sq. ft.) | | |
| Bond | \$0.25 | \$0.75 |
| Glossy / Mylar | \$0.75 | \$1.25 |
| Vinyl / Adhesive | \$1.50 | \$2.00 |
| Mounting (per sq. ft.)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

OTHER DIRECT EXPENSES:

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

Rates to be adjusted no more than 5% annually

LUB22



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, TX
Capital Project
Project Cost Detail
September 10, 2024

Capital Project Number: 92845

Capital Project Name: Water System Electrical Improvements

Capital Project Number: 92804

Capital Project Name: North Terminal Storage Reservoir Improvements

Encumbered/Expended

| | Budget | | |
|--|---------------|--------------|--------------|
| | 92845 | 92804 | Total |
| City of Lubbock Staff Time | \$ 2,20 | \$ 9,01 | \$ 11,217 |
| Contract 17778 w/ FNI - Electrical System Improvements | 590,659 | | 590,659 |
| Contract 17669 w/ dredgeSMART - TSR Improvements | | 188,900 | 188,900 |
| Contract 17439 w/ dredgeSMART - TSR Improvements | | 43,800 | 43,800 |
| Advertising | | 270 | 270 |

Agenda Items, September 10th 2024

Contract 17778 - Amendment 1 - TSR Valve Actuation

| | | | |
|--|---|--------|--------|
| | 0 | 43,378 | 43,378 |
|--|---|--------|--------|

| | | | |
|---|---------------|---------------|----------------|
| <i>Encumbered/Expended To Date</i> | 592,86 | 285,36 | 878,224 |
|---|---------------|---------------|----------------|

Estimated Costs for Remaining Appropriation

| | | | |
|--------------------------------------|-------|--|--------|
| Water System Electrical Improvements | 57,14 | | 57,140 |
|--------------------------------------|-------|--|--------|

| | | | |
|------------------|--|--------|---------|
| TSR Improvements | | 214,63 | 214,636 |
|------------------|--|--------|---------|

| | | | |
|---------------------------------------|--------------|---------------|----------------|
| <i>Remaining Appropriation</i> | 57,14 | 214,63 | 271,776 |
|---------------------------------------|--------------|---------------|----------------|

| | | | |
|----------------------------|------------------|------------------|---------------------|
| Total Appropriation | \$ 650,00 | \$ 500,00 | \$ 1,150,000 |
|----------------------------|------------------|------------------|---------------------|



CIP 92804 North Terminal Storage Reservoir Improvements

Upgrade/Major Maintenance

Project Manager: Josh Kristinek - Engineering

Project Scope

The project will dredge the North Water Treatment Plant terminal storage reservoir. The terminal storage reservoir has a design storage capacity of 30 day water supply. However, due to silting of the reservoir it is estimated to only have a 50% design capacity. This project will restore the full capacity of the terminal storage reservoir by removing the silt and debris.

Project Justification

This project will restore capacity in the North Terminal Storage Reservoir to provide additional water capacity during emergency operations.

Project Dates

Bid Date for Construction: 06/2023
Award Date for Construction: 08/2023
Construction Completion: 05/2024

Project Highlights

Council Priorities Addressed:
Growth & Development
Community Improvement

Project History

\$6,000,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-00136, October 1, 2022. Project design completed, scheduled to bid early summer 2023.

Project Location

North Water Treatment Plant

Project Appropriations

| | Appropriation to Date | 2023 - 24 Budget | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction | \$6,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$6,000,000 | \$0 | \$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 |
|-------------------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Water/Wastewater Fund Revenue Bonds | \$6,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$6,000,000 | \$0 | \$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 |



CIP 2023109 Water System Electrical Improvements

Study/Infrastructure Improvements

Project Manager: Josh Kristinek - Engineering

Project Scope

This project includes the assessment, evaluation, design, purchase, installation, replacement, and/or rehabilitation of the existing North and South Water Treatment Plants, and pump stations electrical transformers, switchgears, motors, and ancillary facilities. This project will include the assessment and evaluation of the electrical equipment and a Power System Study comprised of an Arc Flash Study for the major components within the Water System.

Project Justification

The current overall electrical systems for all the existing pump station, Bailey County Well Field, and both water treatment plants have not been evaluated as a whole since their construction. In order to better comply with the National Electrical Code, NFPA70E (Standard for Electrical Safety in the Workplace) and develop better safety and operating procedures, equipment coordination, and electrical protection, it is recommended to perform a Power System Study every 5 years. By both the NFPA 70E and OSHA state the Arc Flash Study shall be updated a minimum of every 5 years. A reliable and safe power system at the plant is critical to its successful operation. A well-designed power system ensures robust performance and maximizes plant availability under all operating conditions, including transient conditions like motor starting, non-linear loads and generator loss.

The project will consist of the following:

- Prioritize electrical equipment replacement
- Identify problem areas in the electrical system
- Develop electrical as-built drawings at the various sites
- Increase reliability and safety of the electrical system

Project Highlights

Council Priorities Addressed:

Fiscal Discipline

Community Development

Growth and Development

Project Dates

Bid Date for Design: 11/2023
Award Date for Design: 01/2023
Design Completion: 08/2024
Bid Date for Construction: TBD
Award Date for Construction: TBD
Begin Construction: TBD
Final Completion : TBD

Project History

Project Location

Project Appropriations

W 2023109

| | 2022 - 23 Budget CIP | 2023 - 24 Budget | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget |
|--------|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Design | \$0 | \$650,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$0 | \$650,000 | \$0 | \$0 | \$0 | \$0 | \$0 |

Project Funding

W 2023109

| | Funding to Date | 2023 - 24 Budget | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget |
|----------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Water/Wastewater Fund Cash | \$0 | \$650,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$0 | \$650,000 | \$0 | \$0 | \$0 | \$0 | \$0 |

Operating Budget Impacts

2023109

| Description | 2023-24 | 2024-25 | 2025-26 | 2026-27 | 2027-28 | 2028-29 | Total |
|------------------------------|---------|---------|---------|---------|---------|---------|-------|
| Maintenance Saving Estimated | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18273, with Kimley-Horn and Associates, Inc., for construction phase services for Upland Avenue, Segment 1, 66th Street to 82nd Street.

Item Summary

On August 23, 2018, the City of Lubbock retained Kimley-Horn and Associates, Inc. (KHA) to develop construction plans for the roadway widening of Upland Avenue between 66th Street and 114th Street.

The design was completed, and on February 12, 2024, the Texas Department of Transportation (TXDOT) awarded the construction contract to widen Upland Segment 1, to Lone Star Dirt & Paving, for \$19,074,046.67. The Notice to Proceed was dated June 2, 2024, with a 15-month construction schedule.

Under this proposed professional services agreement, KHA will provide construction phase services to respond to Requests for Information (RFIs), develop record drawings, and produce revisions to the construction plans and specifications as necessary.

Contract negotiations were conducted with Kimley-Horn and Associates, Inc., and fair and reasonable hourly rates were determined for a total amount not to exceed \$179,500.

Fiscal Impact

Contract No. 18273 for \$179,500 is funded in Capital Improvements Project 92510, Upland Avenue 66th to 82nd Street.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

Attachments

Resolution

Contract 18273

Location Exhibit

Budget Detail - CIP 92510

CIP 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, Professional Services Agreement Contract No. 18273 for construction phase services for Upland Avenue Segment 1, 66th Street to 82nd Street, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK 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

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement (“Agreement”) Contract No. 18273 is entered into this ____ day of _____, 2024, 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 Construction Phase Services for Upland Avenue Segment 1, 66th Street to 82nd Street Project, (the “Activities”); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 18 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 \$179,500.00, as set forth in Exhibit “B”.

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

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

General Aggregate Limit: \$2,000,000

Professional Liability:

Combined Single Limit: \$2,000,000

Automobile Liability:

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

Employer's Liability:

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of

Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY

ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Kimley-Horn and Associates, Inc.
Brandon Hardaway
4411 98th Street, Suite 300
Lubbock, Texas 79424
Telephone: (806) 686-1082
Email: brandon.hardaway@kimley-horn.com

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

Zoltan Fekete
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: (806) 775-3317
Email: zfekete@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and

setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bailey Ratcliffe
Bailey Ratcliffe, P.E., Interim City Engineer

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Senior Assistant City Attorney

Firm

KIMLEY-HORN AND ASSOCIATES, INC.

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

Email: kevin.hoppers@kimley-horn.com

EXHIBIT A
Engineering Scope of Services
Upland Ave – Segment 1
From 66th Street to 82nd Street
City of Lubbock

PROJECT UNDERSTANDING

The Client has requested Kimley-Horn to provide construction phase services for the Upland Avenue Segment 1, 66th Street to 82nd Street project. This scope of services consists of the following:

- a. Construction Phase Services
- b. Record Drawings

Construction Phase Services (Reimbursable/Hourly)

The scope of services listed below may or may not be performed as part of our construction phase services. Kimley-Horn's role during construction will be provided upon request of the Client and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 433 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Client.

1. Project Management
 - a. Project Communication: Attend two (2) progress/coordination meetings per month with the Client and/or Contractor during the Construction phase of the project
 - b. Project Administration: Prepare project correspondence and invoice documents
2. Site Visits upon request
3. *Pre-Construction Meeting*. Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site
4. *Franchise Utility Coordination*. Assist the Client with franchise utility coordination efforts and conflict resolution during construction.
5. *Clarifications and Interpretations*. Issue clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by Client.
6. *Change Orders*. Recommend Change Orders to Client, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
7. *Shop Drawings and Samples*. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to

submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

8. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
9. *Disagreements between Client and Contractor.* As necessary, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, KHA shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
10. *Limitation of Responsibilities.* Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.
11. *Record Drawings.* Kimley-Horn will prepare a record drawing showing significant changes reported by the contractor or made to the design by Kimley-Horn. Record drawings are not guaranteed to be as-build, but will be based on information made available.

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 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 through September 30th, 2025.



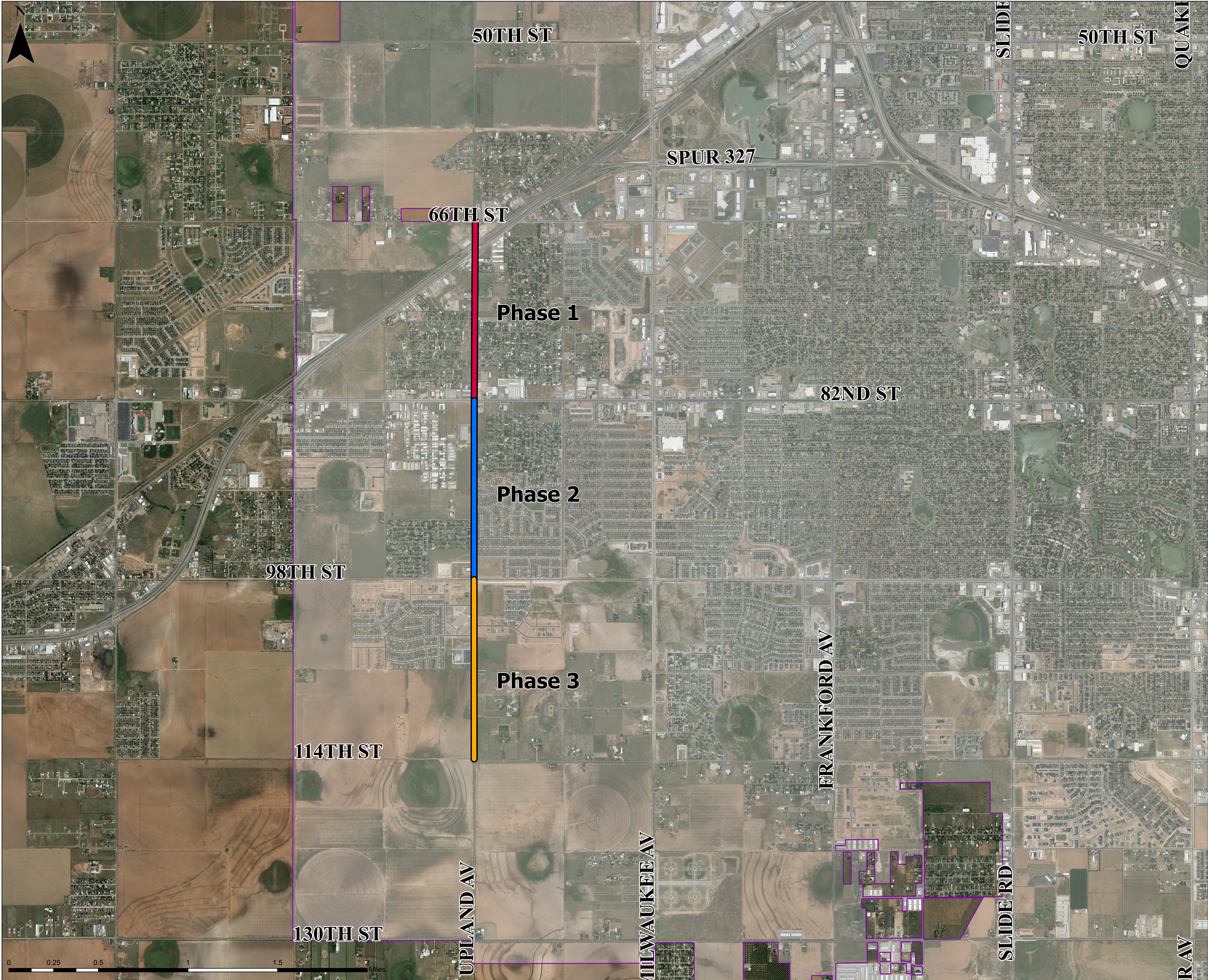
Exhibit B - Fee Schedule
City of Lubbock
Upland Ave - 66th Street to 82nd Street
7/25/2024

| Task No. | Task Name (Hourly) | Kimley-Horn | Freese | Subtotal |
|--------------------|-----------------------------|---------------|--------------|---------------|
| 1 | Construction Phase Services | \$ 149,500.00 | \$ 30,000.00 | \$ 179,500.00 |
| Total Contract Fee | | \$ 149,500.00 | \$ 30,000.00 | \$ 179,500.00 |

Kimley-Horn will perform the services in Tasks 1 on a labor fee plus expense basis with the maximum labor fee shown above.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number



Upland Avenue Street Project

- Phase 1
- Phase 2
- Phase 3
- Lubbock City Limits

City of Lubbock, TX
Capital Project
Project Cost Detail
August 8, 2023

| | |
|-------------------------|--|
| Capital Project Number: | 92510 |
| Capital Project Name: | Upland Avenue 66th Street to 82nd Street |

| <i>Encumbered/Expended</i> | Budget 92510 |
|--|-------------------------|
| Engineering Operations | \$ 36,103 |
| Kimley Horn Contract No. 14034 | 1,180,000 |
| TxDOT Construction AFA CAT 7 Funds | 821,115 |
| TxDOT Design AFA | 3,760 |
| Kimley Horn Contract 14034 Amendment 1 | 1,347,300 |
| Kimley Horn Contract 14034 Amendment 2 | |
| Kimley Horn Contract 14034 Amendment 3 | |
| Kimley Horn Contract 14034 Amendment 4 | 351,200 |
| ROW Acquisition Segment 1 | 953,366 |
| ROW Acquisition Segment 2 | |
| Utility Relocations | 5,315 |
| Kimley Horn Contract 14034 Amendment 5 | 542,300 |
| TxDOT Construction AFA CAT 10 Funds | 417,300 |

Agenda Item September 10, 2024

| | |
|--|---------|
| Kimley Horn Contract 18273, Upland Segment 1 | 179,500 |
|--|---------|

| | |
|---|-----------|
| <i>Encumbered/Expended to Date</i> | 5,837,259 |
|---|-----------|

Estimated Costs for Remaining Appropriation

| | |
|--------------|---------|
| Construction | 523,052 |
|--------------|---------|

| | |
|---------------------------------------|---------|
| <i>Remaining Appropriation</i> | 523,052 |
|---------------------------------------|---------|

| | |
|------------------------------------|--------------|
| Total Appropriation To Date | \$ 6,360,311 |
|------------------------------------|--------------|



CIP 92510 Upland Ave - 66th to 82nd Street

Infrastructure Improvements

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

This roadway is designated in the 2018 Master Thoroughfare Plan to become a modified principal arterial. This roadway is currently two lane strip paved. Development and growth in this area has resulted in this roadway exceeding the current capacity of the two lane structure. The first year of this project funded the Environmental Study and Engineering Schematics for the Upland Avenue Corridor between 66th Street and 114th Street. The second year funded the Right-of-Way acquisition ahead of the improvements between 66th Street and 82nd Street. The third year funded the Engineering Design and Construction of a 5-lane roadway section that will include pedestrian elements, drainage, street lighting, and ADA compliance between 66th Street and 82nd Street.

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of the Citizens of Lubbock. The City must continue to anticipate the infrastructure needs for a growing population in order to provide a safe and efficient transportation system. Due to continued development in the area of Upland Avenue, this roadway has become congested and the road structure is requiring constant maintenance in order to safely serve the traveling public. The construction of the Marsha Sharp Freeway and Upland Avenue intersection by the Texas Department of Transportation will only increase the need for these proposed improvements.

This project has MPO participation

Project Highlights

Council Priorities Addressed:

Community Improvement
Growth and Development

Project History

- FY 2017-18 \$2,470,000 was appropriated by Ord. 2017-00111
- FY 2018-19 \$448,687 was appropriated by Ord. 2018-00109
- FY 2019-20 \$3,600,000 was appropriated by Ord. 2019-00129
- FY 2019-20 \$841,624 was appropriated by Ord. 2021-00146
- FY 2019-20 \$1,000,000 was reassigned
- FY 2023-24 \$10,630,000 was appropriated by Ord. 2023-00108

Project Dates

Bid Date - Design: 07/2018
Award Date for Bid - Design: 08/2018
Project Start Date - Design: 08/2018
Project End Date - Design: 06/2023
Bid Date - Construction: 12/2023
Award Date for Bid - Construction: 05/2024
Project Start Date - Construction: 06/2024
Project End Date - Construction: 12/2025

Project Location

Upland Ave - 66th to 82nd St

Project Appropriations

| | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Design | \$1,700,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Construction | \$14,071,624 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Acquisition | \$1,218,687 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$16,990,311 | \$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 |
|-------------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Zone A Impact Fees | \$1,270,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Zone F Impact Fees | \$1,600,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Gateway Fund Bonds | \$6,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Gateway Fund Prior Year Bonds | \$5,518,687 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TxDOT Participation | \$841,624 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Stormwater Fund Cash | \$1,760,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$16,990,311 | \$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 |

Information

Agenda Item

Resolution - Water System Operations: Consider a resolution authorizing the Mayor to execute Contract 18255, with the United States Geological Survey, Oklahoma-Texas Water Science Center, for monitoring and analyzing storm water discharging into both Lake Alan Henry and the future Lake 7.

Item Summary

Contract 18255 is an annual joint funding agreement with the United States Geological Survey (USGS), Oklahoma-Texas Water Science Center, United States Department of the Interior. This annual agreement pays for required remote and on-site work necessary to maintain, monitor, and analyze data for 6 streamflow gauging stations.

Two established gauging stations are at Lake Alan Henry, one gauging station is at Southeast Loop 289, and three stations were recently added within the City of Lubbock. The three newest gauging stations are required for a Texas Commission on Environmental Quality (TCEQ) water rights permit. Measuring Lubbock storm water outfalls provides accounting of developed storm water that can be impounded in the future Lake 7.

USGS will maintain the gauging stations and manage the data. USGS also determines the cost for annual monitoring of these stations.

Staff recommends awarding the contract to USGS for \$112,450, which is the City's portion of the joint funding for the project. This contract is for a one-year term from October 1, 2024, to September 30, 2025.

USGS will fund \$8,950 and the City of Lubbock will fund \$112,450, for a combined total of \$121,400.

Fiscal Impact

The City's portion of this contract, which is \$112,450, is funded in the FY 2024-25 Proposed Operating Budget for the Water Reservoir Department.

Staff/Board Recommending

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

Attachments

Resolution - Contract 18255, USGS
Contract - 18255 USGS Survey Funding Agmt

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 18255 for the FY25 USGS Joint Funding Agreement, by and between the City of Lubbock and United States Department of the Interior/ United States Geological Survey, of Austin, 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- 18255 US Dept of Interior Funding Agreement



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

July 26, 2024

Mr. Greg Baier
Interim Director of Water Utilities
City of Lubbock
PO BOX 2000
Lubbock, TX 79457

Dear Mr. Baier:

Enclosed is our standard joint-funding agreement 25SJJFATX033000 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and City of Lubbock for negotiated deliverables (see attached), during the period October 1, 2024 through September 30, 2025 in the amount of \$112,450 from your agency. U.S. Geological Survey contributions for this agreement are \$8,950 for a combined total of \$121,400. Please sign and return one fully-executed original to Kandis Becher at GS-W-OT_OTFM@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **September 15, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Marsha Gipson at (682) 444-6392 or email mgipson@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (682) 316-5051 or kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Timothy H. Raines
Director

Enclosure
25SJJFATX033000

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000603
Agreement #: 25SJFATX033000
Project #: SJ009ME
TIN #: 75-6000590

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Lubbock party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$8,950 by the party of the first part during the period
October 1, 2024 to September 30, 2025
- (b) \$112,450 by the party of the second part during the period
October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000603
Agreement #: 25SJFATX033000
Project #: SJ009ME
TIN #: 75-6000590

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Marsha Gipson
Branch Chief - North Texas
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (682) 444-6392
Fax: (682) 316-5022
Email: mgipson@usgs.gov

Customer Technical Point of Contact

Name: Greg Baier
Interim Director of Water Utilities
Address: PO BOX 2000
Lubbock, TX 79457
Telephone: (805) 777-2536
Fax: (n/a)
Email: gbaier@mylubbock.us

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (682) 316-5051
Fax: (682) 316-5022
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: Curtis McDole
Water Supply Supervisor
Address: 402 Municipal Drive
Lubbock, TX 79457
Telephone: (806) 775-2610
Fax: (806) 775-3943
Email: cjmcdole@mylubbock.us

U.S. Geological Survey
United States
Department of Interior

City of Lubbock

Signature
Digitally signed by
TIMOTHY RAINES
Date: 2024.07.28
10:21:52 -0600
By TIMOTHY RAINES Date: _____
Name: Timothy H. Raines
Title: Director

Signatures
By _____ Date: _____
Name: Mark McBrayer
Title: Mayor

By _____ Date: _____
Name: Courtney Paz
Title: City Secretary
APPROVED AS TO CONTENT
By [Signature] Date: 15 AUG 24
Name: Greg Baier
Title: Interim Director of Water Utilities

APPROVED AS TO FORM
By [Signature] Date: 8-19-24
Name: Amy Sims
Title: Deputy City Attorney

City of Lubbock
25SJFATX033000

Site Information

| Description | Code | Units | Diff. Factor | USGS Funds | Customer Funds | Total |
|--|-------|--------|--------------|------------|----------------|-----------|
| Task: 1 - Surface Water Data Collection | | | | | | |
| Site: 08079510 N Fk DMF Brazos Rv Loop 289 nr Lubbock, TX | | | | | | |
| Full Range Streamflow Station | QCONT | 1.00 | 1.00 | \$3,350 | \$13,450 | \$16,800 |
| Raingage Transmitting Only | RSTAD | 1.00 | 1.00 | \$0 | \$1,500 | \$1,500 |
| Site Totals: | | | | \$3,350 | \$14,950 | \$18,300 |
| Site: 08079600 DMF Brazos Rv at Justiceburg, TX | | | | | | |
| Full Range Streamflow Station | QCONT | 1.00 m | | \$5,600 | \$11,200 | \$16,800 |
| Raingage Transmitting Only | RSTAD | 1.00 | 1.00 | \$0 | \$1,500 | \$1,500 |
| Site Totals: | | | | \$5,600 | \$12,700 | \$18,300 |
| Site: 08079700 Lk Alan Henry Res nr Justiceburg, TX | | | | | | |
| Reservoir Elevation | RES-E | 1.00 | 1.10 | \$0 | \$7,700 | \$7,700 |
| Raingage Transmitting Only | RSTAD | 1.00 | 1.00 | \$0 | \$1,500 | \$1,500 |
| Site Totals: | | | | \$0 | \$9,200 | \$9,200 |
| Site: 08079493 NW Lubbock SWDS at Erskine St Lubbock, TX | | | | | | |
| Full Range Streamflow | QCONT | 1.00 | 1.50 | \$0 | \$25,200 | \$25,200 |
| Site Totals: | | | | \$0 | \$25,200 | \$25,200 |
| Site: 08079503 South-Central Lubbock SWDS at 47th St Lubbock, TX | | | | | | |
| Full Range Streamflow | QCONT | 1.00 | 1.50 | \$0 | \$25,200 | \$25,200 |
| Site Totals: | | | | \$0 | \$25,200 | \$25,200 |
| Site: 08079513 S Lubbock SWDS at CR 2600 nr Lubbock, TX | | | | | | |
| Full Range Streamflow | QCONT | 1.00 | 1.50 | \$0 | \$25,200 | \$25,200 |
| Site Totals: | | | | \$0 | \$25,200 | \$25,200 |
| 6 total site(s) under the Task Totalling: | | | | \$8,950 | \$112,450 | \$121,400 |
| 6 total site(s) under the Agreement Totalling: | | | | \$8,950 | \$112,450 | \$121,400 |

| PROJECT | USGS FUNDS | CUSTOMER FUNDS | TOTAL COST |
|----------------------|------------|----------------|------------|
| SURFACE WATER: 00180 | \$8,950 | \$112,450 | \$121,400 |
| AGREEMENT TOTAL: | \$8,950 | \$112,450 | \$121,400 |

Information

Agenda Item

Resolution - Public Works Traffic Management: Consider a resolution authorizing the Mayor to execute Purchase Order 10027686, with Mobotrex, Inc., for the purchase of traffic signal components for various intersections under construction by the Texas Department of Transportation along 19th Street (SH114), and the intersection at Interstate 27 and Regis Street (FM2641).

Item Summary

As part of the Texas Department of Transportation (TxDOT) intersection upgrades along 19th Street (SH 114) associated with current construction projects, the Traffic Management Department will furnish and install various traffic signal components to ensure that all traffic signal equipment within the City is consistent with other traffic signal components throughout the City. In addition, the Traffic Management Department recently installed signal equipment at the newly constructed intersection at I-27 and Regis Street (FM 2641) that was built by TxDOT.

Purchase Order 10027686 includes the following equipment:

- Ten (10) 332L Traffic Signal Cabinets and Components
- Ten (10) Multilink Battery Backup Systems
- Eleven (11) Opticom Emergency Preemption Systems

The purchase will be made through BuyBoard Contract 703-23. BuyBoard is a local Government Purchasing Cooperative created to increase the purchasing power of government entities and to simplify their purchasing by using a customized online purchasing system. Its purpose is to obtain the benefits and efficiencies that can accrue to members.

All costs associated with this purchase will be reimbursed to the City by TxDOT, in accordance with existing agreements between TxDOT and the City.

Fiscal Impact

Purchase Order 10027686, with Mobotrex, Inc., for \$237,246 is funded in the following Capital Improvement Projects.

- Capital Improvement Project 8695, FM 2641 Signals
- Capital Improvement Project 8697, US62 & MLK Signals
- Capital Improvement Project 8698, 19th Street/US62 Signals

Staff/Board Recommending

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

Attachments

- Resolution
- Purchase Order
- 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, Purchase Order No. 10027686, for purchase of Signal Cabinets, Emergency Vehicle Detection System, and Battery Backups for New Intersections, as per Buy Board 703-23, by and between the City of Lubbock and Mobotrex, 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:

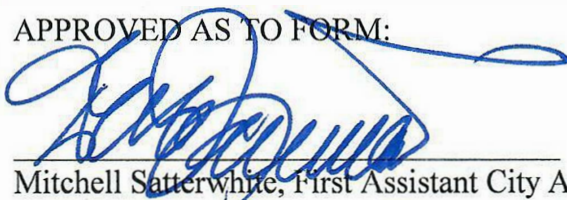
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 8/9/2024
Order Number 10027686 000 OP
Branch/Plant 4525

TO: MOBOTREX, INC
109 W 55TH ST
DAVENPORT IA 52806

SHIP TO: CITY OF LUBBOCK
TRAFFIC CONTROLS BUILDING
202 MUNICIPAL DR
LUBBOCK TX 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 8/9/2024 Freight
Requested 9/30/2024 Taken By L VILLANUEVA
Delivery PER K RICE REQ 62025 PUR 18248 / BUY BOARD 703-23

If you have any questions in regard to this order, please contact Kenny Rice at 806-775-2174 or KRice@mylubbock.us

| Description/Supplier Item | Ordered | Unit Cost | UM | Extension | Request Date |
|---------------------------------------|---------|-------------|----|-----------|--------------|
| 332L Cabinet, Unpainted | 4.000 | 13,615.0000 | EA | 54,460.00 | 9/30/2024 |
| 332L Cabinet, Unpainted | 1.000 | 13,615.0000 | EA | 13,615.00 | 9/30/2024 |
| 332L Cabinet, Unpainted | 5.000 | 13,615.0000 | EA | 68,075.00 | 9/30/2024 |
| EDP2000 DBL CONV UPS, 48VDC | 8.000 | 2,350.0000 | EA | 18,800.00 | 9/30/2024 |
| Standard, Transfer, Switch | 8.000 | 310.0000 | EA | 2,480.00 | 9/30/2024 |
| BBS Cab, w/c-ch,3 Adj Slide She | 8.000 | 2,650.0000 | EA | 21,200.00 | 9/30/2024 |
| Battery Cable, 4 Battery, 48V | 8.000 | 250.0000 | EA | 2,000.00 | 9/30/2024 |
| EDP2000 Dbl Conv Ups, 48VDC | 1.000 | 2,350.0000 | EA | 2,350.00 | 9/30/2024 |
| Standard, Transfer, Switch | 1.000 | 310.0000 | EA | 310.00 | 9/30/2024 |
| BBS Cab, w/c-ch,3 Adj Slide She | 1.000 | 2,650.0000 | EA | 2,650.00 | 9/30/2024 |
| Battery Cable, 4 Battery, 48V Optical | 1.000 | 250.0000 | EA | 250.00 | 9/30/2024 |
| Signal Processor -4 CH | 1.000 | 2,530.0000 | EA | 2,530.00 | 9/30/2024 |
| MINIBRAC:3/4-14NPT,84"Cbl Alum | 2.000 | 48.0000 | EA | 96.00 | 9/30/2024 |
| Detector, Optical, Int Conf, LED | 2.000 | 755.0000 | EA | 1,510.00 | 9/30/2024 |
| Optical Signal Processor -4 CH | 2.000 | 2,530.0000 | EA | 5,060.00 | 9/30/2024 |
| MINIBRAC:3/4-14NPT,84"Cbl Alum | 4.000 | 48.0000 | EA | 192.00 | 9/30/2024 |
| Detector, Optical, Int Conf, LED | 4.000 | 755.0000 | EA | 3,020.00 | 9/30/2024 |
| EDP2000 Dbl Conv Ups, 48VDC | 1.000 | 2,350.0000 | EA | 2,350.00 | 9/30/2024 |
| Standard, Transfer, Switch | 1.000 | 310.0000 | EA | 310.00 | 9/30/2024 |
| BBS Cab, w/c-ch,3 Adj Slide She | 1.000 | 2,650.0000 | EA | 2,650.00 | 9/30/2024 |
| Battery Cable, 4 Battery, 48V Optical | 1.000 | 250.0000 | EA | 250.00 | 9/30/2024 |
| Signal Processor -4 CH | 8.000 | 2,530.0000 | EA | 20,240.00 | 9/30/2024 |
| MINIBRAC:3/4-14NPT,84"Cbl Alum | 16.000 | 48.0000 | EA | 768.00 | 9/30/2024 |
| Detector, Optical, Int Conf, LED | 16.000 | 755.0000 | EA | 12,080.00 | 9/30/2024 |

Total Order

Terms NET 30

237,246.00



PURCHASE ORDER

Page - 2
Date - 8/9/2024
Order Number 10027686 000 OP
Branch/Plant 4525

TO: MOBOTREX, INC
109 W 55TH ST
DAVENPORT IA 52806

SHIP TO: CITY OF LUBBOCK
TRAFFIC CONTROLS BUILDING
202 MUNICIPAL DR
LUBBOCK TX 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

| | | | |
|-----------|----------------------|------------------------------|--------------|
| Ordered | 7/29/2024 | Freight | . |
| Requested | 9/30/2024 | Taken By | L VILLANUEVA |
| Delivery | PER K RICE REQ 62025 | PUR 18248 / BUY BOARD 703-23 | |

This purchase order encumbers fund in the amount of \$237,246.00 awarded to Mobotrex, Inc. of Davenport, IA on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated July 16, 2024, from Mobotrex, Inc. of Davenport, IA and BuyBoard Contract 703-23.

Resolution # _____
CITY OF LUBBOCK:

ATTEST:

Mark McBrayer, Mayor

Courtney Paz, City Secretary

Date: 07/16/2024

Expire Date: 9/30/2024

Prepared By: Holdridge, Vincent V.

Customer: LUB0007

KENNY RICE
Traffic Controls Building
202 Municipal Dr
Lubbock TX 79403-3300
United States

Contact: KENNY RICE

Description: CABINET 332L

| Part # | Description | Quantity | Price | Extended |
|---------------------|--|----------|-------------|--------------|
| CAB524-4001-567-LUB | 332L cabinet (67"H X 24"W X 30"D), unpainted | 10 | \$13,615.00 | \$136,150.00 |

| | |
|---------------|--------------|
| Sale Amount: | \$136,150.00 |
| Sales Tax: | 0.00 |
| Misc Charges: | 0.00 |
| Total Amount: | \$136,150.00 |

Notes:

ALL ITEMS ON OUR BUYBOARD CONTRACT#703-23

SHIPPING INCLUDED

Included:

2009 TEES-compliant 332L cabinet
Cabinet – 332L (67"H X 24"W X 30"D), unpainted
Two doors with #2 locks
19" rack
PDA #2L with EDI Model 206L power supply
Output File #1L with red monitor kit
Output File #2L (aux file)
(2) Input Files
Input Panel #1
Service Panel #1
SPA with pluggable suppressor
Pull-out Drawer
(2) LED light panels for internal illumination, door switch-controlled
Fan/thermostat
(1) EDI Model 2018KCLip Conflict Monitor
(18) PDC Model 200 Load Switches
(2) PDC Model 204 Flashers
(6) Struthers-Dunn Model 21ACPX-2/21XBXP Flash Transfer Relays
(10) PDC Model 242 DC Isolators

Not included:

Controller
Riser base (would be quoted separately)

Date: 07/16/2024

Expire Date: 9/30/2024

Prepared By: Holdridge, Vincent V.

Customer: LUB0007

Kenny Rice
Traffic Controls Building
202 Municipal Dr
Lubbock TX 79403-3300
United States

Contact: Kenny Rice

Description: MULTILINK BBU

| Part # | Description | Quantity | Price | Extended |
|--------------|---|----------|------------|-------------|
| PXX10885-003 | 010-030-20 EDP2000 DBL CONV UPS, 48VDC | 10 | \$2,350.00 | \$23,500.00 |
| PXX10884-002 | 010-506-10 STANDARD, TRANSFER, SWITCH | 10 | \$310.00 | \$3,100.00 |
| PCE11149-001 | 245116 BBS CAB, W/C-CH, 3 ADJ SLIDE SHELF | 10 | \$2,650.00 | \$26,500.00 |
| PBW10886-003 | 870-230-10 Battery Cable, 4 Battery, 48V | 10 | \$250.00 | \$2,500.00 |

| | |
|----------------------|--------------------|
| Sale Amount: | \$55,600.00 |
| Sales Tax: | 0.00 |
| Misc Charges: | 0.00 |
| Total Amount: | \$55,600.00 |

Notes:

SHIPPING INCLUDED

ALL ITEMS ON OUR BUYBOARD CONTRACT#703-23

Terms:

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, Inc. retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the data of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, Inc. only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, Inc. Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.

Date: 07/16/2024

Customer: LUB0007

Expire Date: 9/30/2024

Kenny Rice
Traffic Controls Building
202 Municipal Dr
Lubbock TX 79403-3300
United States

Prepared By: Holdridge, Vincent V.

Contact: Kenny Rice

Description: TOMAR MAST ARM MOUNT QUOTE

| Part # | Description | Quantity | Price | Extended |
|------------------|---|----------|------------|-------------|
| OSPOCV2-4 | OPTICAL SIGNAL PROCESSOR -4 CHANNEL | 11 | \$2,530.00 | \$27,830.00 |
| MAST ARM BRACKET | MINIBRAC:3/4-14NPT,84"CBL ALUM | 22 | \$48.00 | \$1,056.00 |
| DETOC22-IC-W | DETECTOR,OPTICAL,INT CONF,LED,2H,2W,WHT | 22 | \$755.00 | \$16,610.00 |

| | |
|---------------|-------------|
| Sale Amount: | \$45,496.00 |
| Sales Tax: | 0.00 |
| Misc Charges: | 0.00 |
| Total Amount: | \$45,496.00 |

Notes:

SHIPPING INCLUDED

ALL ITEMS ON OUR BUYBOARD CONTRACT#703-23

Terms:

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, Inc. retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the data of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, Inc. only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, Inc. Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.

Terms:

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, Inc. retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the data of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

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Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, Inc. Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.



Vendor Contract Information Summary

| | |
|--------------------------------|--|
| Vendor | MoboTrex, Inc. |
| Contact | Vincent Holdridge |
| Phone | 512-521-3337 |
| Email | vholdridge@mobotrex.com |
| Vendor Website | mobotrex.com |
| TIN | 36-2656899 |
| Address Line 1 | 109 W. 55th Street |
| Vendor City | Davenport |
| Vendor Zip | 52806 |
| Vendor State | IA |
| Vendor Country | USA |
| Delivery Days | 10 |
| Freight Terms | FOB Destination |
| Payment Terms | Net 30 days |
| Shipping Terms | Freight prepaid by vendor and added to invoice |
| Ship Via | Best Way |
| Designated Dealer | No |
| EDGAR Received | Yes |
| Service-disabled Veteran Owned | No |
| Minority Owned | No |
| Women Owned | No |
| National | No |
| No Foreign Terrorist Orgs | Yes |
| No Israel Boycott | Yes |
| MWBE | No |
| ESCs | All Texas Regions |
| States | All States |
| Contract Name | Highway Safety and Traffic Control Products |
| Contract No. | 703-23 |
| Effective | 06/01/2023 |
| Expiration | 05/31/2026 |
| Accepts RFQs | Yes |

City of Lubbock
Capital Project
Project Cost Detail
September 10, 2024

| | |
|-------------------------|---------------------|
| Capital Project Number: | 8695 |
| Capital Project Name: | FM 2641 Signal |
| Capital Project Number: | 8697 |
| Capital Project Name: | US 62 & MLK Signals |
| Capital Project Number: | 8698 |
| Capital Project Name: | 19th/US 62 Signals |
| Capital Project Number: | 8699 |
| Capital Project Name: | SL88 Signals |

| <i>Encumbered/Expended</i> | Budget | | | | Total |
|---|------------------|---------------|----------------|----------------|-------------------|
| | 8695 | 8697 | 8698 | 8699 | |
| Iteris Inc. | \$ 28,155 | 20,455 | | | \$ 48,610 |
| PB Cards | 1,288 | 374 | | | 1,661 |
| Misc. Traffic Signal Equipment | 4,070 | 22,005 | 96,005 | 20,350 | 142,430 |
| <i>Agenda Item September 10, 2024</i> | | | | | |
| Mobotrex, Inc. | 27,447 | 9,696 | 132,028 | 68,075 | 237,246 |
| <i>Encumbered/Expended To Date</i> | 60,960 | 52,530 | 228,033 | 88,425 | 429,947 |
| <i>Estimated Cost for Remaining Appropriation</i> | | | | | |
| Construction | 3,590 | 3,420 | 194,317 | 224,325 | 425,653 |
| <i>Remaining Appropriation</i> | 3,590 | 3,420 | 194,317 | 224,325 | 425,653 |
| Total Appropriation | \$ 64,550 | 55,950 | 422,350 | 312,750 | \$ 855,600 |



CIP 8695 FM 2641 Signal

Infrastructure Improvements

Project Manager: David Bragg - Traffic Engineering

Project Scope

As part of TxDOT's intersection upgrades at FM 2641 (Regis Street) and I-27, the Traffic Management Department will furnish and install traffic signal equipment at this location.

Project Justification

All costs will be reimbursed back to the City by TxDOT

Project Highlights

Council Priorities Addressed: Public Safety, Community Improvement, and Growth and Development

Project History

- FY 2023-24 \$64,550 was appropriated by Ord.2023-00152

Project Dates

Start Date: 1/9/2024

Project End Date: 8/31/2024

Project Location

FM2641 (Regis Street) and I-27

Project Appropriations

| | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction | \$64,550 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$64,550 | \$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 | \$64,550 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$64,550 | \$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 |



CIP 8697 US62 & MLK Signals

Infrastructure Improvements

Project Manager: David Bragg - Traffic Engineering

Project Scope

As part of TxDOT's intersection upgrades at US 62 (Idalou Road) and Martin Luther King, Jr. Blvd, the Traffic Management Department will furnish and install traffic signal equipment at this location.

Project Justification

All costs will be reimbursed back to the City by TxDOT

Project Highlights

Council Priorities Addressed: Public Safety, Community Improvement, and Growth and Development

Project History

- FY 2023-24 \$55,950 was appropriated by Ord.2023-00152

Project Dates

Start Date: 1/9/2024

Project End Date: 12/31/2024

Project Location

US62 & MLK Signal

Project Appropriations

| | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction | \$55,950 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$55,950 | \$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 | \$55,950 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$55,950 | \$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 |



CIP 8698 19th/US62 Signals

Infrastructure Improvements

Project Manager: David Bragg - Traffic Engineering

Project Scope

In conjunction with TxDOT's 19th Street roadway upgrade project, the Traffic Management Department will furnish and install traffic signal equipment at signalized intersections being rebuilt by TxDOT. Intersections included in this project are 19th Street and Crickets, 19th Street and Buddy Holly Avenue, 19th Street and Texas Avenue, 19th Street and Avenue K, 19th Street and Avenue L, 19th Street and Avenue Q, 19th Street and Avenue U, 19th Street and Avenue T.

Project Justification

All costs will be reimbursed back to the City by TxDOT.

Project Highlights

Council Priorities Addressed: Public Safety, Community Improvement, and Growth and Development

Project History

- FY 2023-24 \$422,350 was appropriated by Ord.2023-00152

Project Dates

Start Date: 1/9/2024
Project End Date: 12/31/2026

Project Location

19th Street/US62

Project Appropriations

| | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction | \$422,350 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$422,350 | \$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 | \$422,350 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$422,350 | \$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 |



CIP 8699 SL88 Signals

Infrastructure Improvements

Project Manager: David Bragg - Traffic Engineering

Project Scope

In conjunction with the construction of Loop 88 by TxDOT, the Traffic Management Department will furnish and install traffic signal equipment at signalized intersections being built by TxDOT. Intersections included in this project are Loop 88 and Chicago Avenue, Loop 88 and Slide Road, Loop 88 and Quaker Avenue, Loop 88 and Indiana Avenue, Loop 88 and University Avenue.

Project Justification

All costs will be reimbursed back to the City by TxDOT.

Project Highlights

Council Priorities Addressed: Public Safety, Community Improvement, and Growth and Development

Project History

- FY 2023-24 \$312,750 was appropriated by Ord.2023-00152

Project Dates

Start Date: 1/9/2024
Project End Date: 12/31/2027

Project Location

SL88 Signals

Project Appropriations

| | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction | \$312,750 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$312,750 | \$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 | \$312,750 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$312,750 | \$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 |

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the HOME Investment Partnership Program Funding Agreement 16771, and all related documents, with the City of Lubbock Housing Initiative, to provide rehabilitation of affordable rental housing.

Item Summary

- Grantee: City of Lubbock Housing Initiative (CLHI), a non-profit of the Lubbock Housing Authority
- Program: Affordable Rental Housing Rehabilitation
- Funding Source: HOME Investment Partnership Program through the U.S. Department of Housing & Urban Development (HUD)
- Use of Funds: Continuation of rehabilitation of 72 single-family residential units of existing affordable housing, owned by CLHI in Cherry Point Neighborhood
- Allocation: \$3,000,000
- Original Terms: October 1, 2022 – September 30, 2023
- Extended Terms: October 1, 2022 – September 30, 2026

This grant funding is administered by HUD.

Fiscal Impact

Amendment No. 1 is for extension of time only, so there is no fiscal impact to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution
Amendment 1

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment 1 of the HOME Investment Partnership and Funding Agreement 16771 for the funding of an affordable rental housing program, and all related documents, between the City of Lubbock and the City of Lubbock Housing Initiatives. 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:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

AMENDMENT I

COMMUNITY DEVELOPMENT HOME INVESTMENT PARTNERSHIP FUNDING AGREEMENT

Between

THE CITY OF LUBBOCK

AND

CITY OF LUBBOCK HOUSING INITIATIVES

This Community Development HOME Investment Partnership Program Funding Agreement (the "Agreement"), Contract No. 16771, is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and CITY OF LUBBOCK HOUSING INITIATIVES (CLHI), (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 13th day of September 2022 (the "Effective Date").

RECITALS

WHEREAS, the City is obligated to perform certain services in its undertaking of the HOME Investment Partnership Program (the "HOME Program") pursuant to Titles I and II of the Cranston-Gonzales National Affordable Housing Act; and

WHEREAS, the Grantee operates as a Texas non-profit corporation offering services to families throughout Lubbock; and

WHEREAS, the Grantee proposes to provide a program called **Affordable Rental Housing Program** which will allow the Grantee to provide affordable housing for low to moderate income individuals (the "Services").

WHEREAS, the City Council of the City of Lubbock has declared the Services provided by the Grantee to be a public purpose; and

WHEREAS, the Grantee and the Services it provides have been found to meet the criteria for funding under 24 CFR Part 92; and

WHEREAS, the accomplishment of the above public purpose is the predominate purpose of this transaction; continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that the public purpose will be accomplished; the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the operation of the **Affordable Rental Housing Program** and that the City will receive adequate consideration in the form of substantial public benefit; and

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

AMENDMENT I

Article 1. The language in **Paragraph I(F)** reads ‘9/1/2022- 9/30/2024’ and shall be replaced with the following:

“9/1/2022- 9/30/2026”

Article 2. The language in **Paragraph II** reads ‘Services of the Grantee shall start on the first day of September 2022 and end on the 30th day of September 2024’ and shall be replaced with the following:

“Services of the Grantee shall start on the 1st day of September 2022 and end on the 30th day of September 2026.”

Article 3. The language in **Paragraph III** reads ‘2022-2024’ and shall be replaced with the following:

“2022- 2026”

Article 4. The language in **Paragraph VII(C)(2)** reads ‘Grantee shall continue to submit the reports monthly no later than the 10th of each month, the final financial report and request for reimbursement must be in by September 30th of 2023 and 2024’ and shall be replaced with the following:

“Grantee shall continue to submit the reports monthly no later than the 10th of each month, an annual end-of-year financial report and request for reimbursement must be in by September 30th of 2023, 2024 and 2025, and the final financial report and request for reimbursement must be in by September 30th, 2026.”

This Amendment shall become effective upon execution by the Parties. The remainder of the Agreement shall remain in full force and effect except as changed herein.

SIGNATURES

FOR: CITY OF LUBBOCK

MARK W. MCBRAYER, MAYOR

**FOR: CITY OF LUBBOCK HOUSING
INTIVIATIVES (CLHI)**



MICHAEL CHAPMAN, SECRETARY

FED. I.D. # 75-2507379

ATTEST:

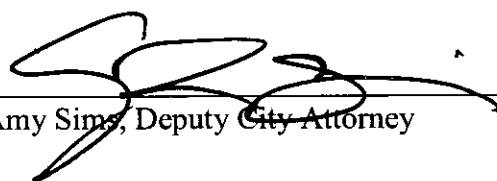
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

Information

Agenda Item

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0112, approving the seventeenth supplemental ordinance updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.

Item Summary

On August 27, 2024, the City Council approved the first reading of the ordinance.

On June 26, 2007 (second reading), the City Council approved Ordinance No. 2007-O0058, which approved a Service and Assessment Plan and Assessment Roll for Vintage Township 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

**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 —

**VINTAGE PUBLIC
IMPROVEMENT DISTRICT**

ANNUAL SERVICE PLAN UPDATE – 2024-25

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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 is located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Exhibit A

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

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

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

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B. UPDATE OF THE SERVICE PLAN

I. ANNUAL BUDGET FOR THE IMPROVEMENT PROJECTS

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

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

Table B-1
Sources and Uses of Funds
Public Improvements

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

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

Exhibit A

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 | Improvement Project B Series | Total |
|--|---|---|------------------|
| | 2008A Bonds | 2008B Bonds | |
| 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 |
| <i>Subtotal debt service on bonds</i> | <i>\$192,823</i> | <i>\$0</i> | <i>\$192,823</i> |
| 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 |
| <i>Subtotal funds available</i> | <i>\$0</i> | <i>\$0</i> | <i>\$0</i> |
| 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., $\$61,000 \div \$1,787,435 = 3.413\%$).

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., $\$15,000 \div \$1,787,435 = 0.839\%$). 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., $\$61,000 \div \$1,787,435 = 3.413\%$).

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 | | Assessment |
|-----------------------|------------------------|-------------------|-------------------|
| | Part A per unit | Percentage | 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., $\$15,000 \div \$1,787,435 = 0.839\%$). 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 | | Annual Collection |
|-----------------------|------------------------|-------------------|--------------------------|
| | Part A per unit | Percentage | 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 | Assessment | Annual | Annual | Annual |
|-----------------------|-----------|-----------------|-------------------|-------------------|-----------------------|------------------------|
| | | Due per | | | | |
| | | Unit | Part A Due | Assessment | collection | Installment |
| | | | | | Costs Per Unit | 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.

(the remainder of this page is intentionally left blank)

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.

(the remainder of this page is intentionally left blank)

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.

Exhibit A

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

Exhibit A

Appendix A
The Improvement Project

| | Improvement Project A | | | Improvement Project B | | |
|-----------------------------|-----------------------|-------------------|--------------------|-----------------------|--------------------|--------------------|
| | Original Budget | Budget Changes | Revised Budget | Original Budget | Budget Changes | Revised Budget |
| Hard Costs | | | | | | |
| 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 |
| <i>Sub-total hard costs</i> | <i>\$2,150,447</i> | <i>(\$17,286)</i> | <i>\$2,133,161</i> | <i>\$2,128,463</i> | <i>(\$722,938)</i> | <i>\$1,405,525</i> |
| 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 |
| <i>Sub-total soft costs</i> | <i>\$513,936</i> | <i>\$273,711</i> | <i>\$787,647</i> | <i>\$278,405</i> | <i>\$144,536</i> | <i>\$422,941</i> |
| 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 |

Exhibit A

APPENDIX B
ASSESSMENT ROLL SUMMARY – 2024-25

8-9

| Tns Reference No. | Property | | Accounts | | | | Annual Installment Part A | | | | Annual Installment Part B | | | | Total | |
|-------------------|----------|--------------|----------|--------|----------|-----------|---------------------------|------------|------------------|------------|---------------------------|------------------|--------|------------|------------------|------------|
| | Lot No. | Equival Unit | Part A | Part B | Total | Principal | Interest | P&I | Collection Costs | Total | P&I | Collection Costs | Total | P&I | Collection Costs | Total |
| R314886 | 144A | 1.00 | \$5,423 | \$0.00 | \$5,423 | \$185.06 | \$199.93 | \$584.99 | \$46 | \$610.50 | \$0.00 | \$0.00 | \$0.00 | \$584.99 | \$45.51 | \$610.50 |
| 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 | \$423.86 | \$939.83 | \$1,339.63 | \$104 | \$1,443.65 | \$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 | \$199.93 | \$584.99 | \$46 | \$610.50 | \$0.00 | \$0.00 | \$0.00 | \$584.99 | \$45.51 | \$610.50 |
| R314890 | 148 | 1.00 | \$5,423 | \$0.00 | \$5,423 | \$185.06 | \$199.93 | \$584.99 | \$46 | \$610.50 | \$0.00 | \$0.00 | \$0.00 | \$584.99 | \$45.51 | \$610.50 |
| R314891 | 149 | 1.00 | \$5,423 | \$0.00 | \$5,423 | \$185.06 | \$199.93 | \$584.99 | \$46 | \$610.50 | \$0.00 | \$0.00 | \$0.00 | \$584.99 | \$45.51 | \$610.50 |
| R314892 | 150 | 1.00 | \$5,423 | \$0.00 | \$5,423 | \$185.06 | \$199.93 | \$584.99 | \$46 | \$610.50 | \$0.00 | \$0.00 | \$0.00 | \$584.99 | \$45.51 | \$610.50 |
| 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 |
| R314894 | 152 | 1.00 | \$5,423 | \$0.00 | \$5,423 | \$185.06 | \$199.93 | \$584.99 | \$46 | \$610.50 | \$0.00 | \$0.00 | \$0.00 | \$584.99 | \$45.51 | \$610.50 |
| R314895 | 153 | 1.00 | \$5,423 | \$0.00 | \$5,423 | \$185.06 | \$199.93 | \$584.99 | \$46 | \$610.50 | \$0.00 | \$0.00 | \$0.00 | \$584.99 | \$45.51 | \$610.50 |
| R314896 | 154 | 1.00 | \$5,423 | \$0.00 | \$5,423 | \$185.06 | \$199.93 | \$584.99 | \$46 | \$610.50 | \$0.00 | \$0.00 | \$0.00 | \$584.99 | \$45.51 | \$610.50 |
| R314897 | 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 |
| R314898 | 156 | 1.00 | \$5,423 | \$0.00 | \$5,423 | \$185.06 | \$199.93 | \$584.99 | \$46 | \$610.50 | \$0.00 | \$0.00 | \$0.00 | \$584.99 | \$45.51 | \$610.50 |
| R314899 | 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 |
| R314900 | 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 |
| R314901 | 159 | 1.00 | \$5,423 | \$0.00 | \$5,423 | \$185.06 | \$199.93 | \$584.99 | \$46 | \$610.50 | \$0.00 | \$0.00 | \$0.00 | \$584.99 | \$45.51 | \$610.50 |
| R314902 | 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 |
| R314903 | 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 |
| R314904 | 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 |
| R314905 | 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 |
| R314906 | 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 |
| R314907 | 165 | 1.00 | \$5,423 | \$0.00 | \$5,423 | \$185.06 | \$199.93 | \$584.99 | \$46 | \$610.50 | \$0.00 | \$0.00 | \$0.00 | \$584.99 | \$45.51 | \$610.50 |
| R314908 | 166 | 1.66 | \$9,002 | \$0.00 | \$9,002 | \$307.21 | \$663.88 | \$971.09 | \$76 | \$1,046.63 | \$0.00 | \$0.0 | | | | |

| Tax Reference No. | Property | Lot No. | Equivalent Units | Assessment | | | Annual Installment Part A | | | Annual Installment Part B | | | Total | | Total 2 |
|-------------------|----------|---------|------------------|----------------|--------|----------------|---------------------------|--------------|--------------|---------------------------|--------------|--------|------------------|-------------|--------------|
| | | | | Part A | Part B | Total | Principal | Interest | P&I | Collection Costs | Total | P&I | Collection Costs | Total | |
| R 118171 | | 215A | 1.66 | \$9,033 | \$0.00 | \$9,033 | \$108 | \$666 | \$974.48 | \$76 | \$1,050.28 | \$0.00 | \$0.00 | \$78.81 | \$1,050.28 |
| R 118174 | | 216A | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118175 | | 217 | 1.66 | \$9,033 | \$0.00 | \$9,033 | \$108 | \$666 | \$974.48 | \$76 | \$1,050.28 | \$0.00 | \$0.00 | \$78.81 | \$1,050.28 |
| R 118176 | | 218 | 1.66 | \$9,033 | \$0.00 | \$9,033 | \$108 | \$666 | \$974.48 | \$76 | \$1,050.28 | \$0.00 | \$0.00 | \$78.81 | \$1,050.28 |
| R 118177 | | 219 | 1.66 | \$9,033 | \$0.00 | \$9,033 | \$108 | \$666 | \$974.48 | \$76 | \$1,050.28 | \$0.00 | \$0.00 | \$78.81 | \$1,050.28 |
| R 118178 | | 220 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118179 | | 221 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118180 | | 222 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118181 | | 223 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118182 | | 224 | 0.00 | \$0 | \$0.00 | \$0 | \$0 | \$0 | \$0.00 | \$0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| R 118183 | | 225 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118184 | | 226 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118185 | | 227 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118186 | | 228 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118187 | | 229 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118188 | | 230 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118189 | | 231 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118190 | | 232 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118191 | | 233 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118192 | | 234 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118193 | | 235 | 0.00 | \$0 | \$0.00 | \$0 | \$0 | \$0 | \$0.00 | \$0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| R 118194 | | 236 | 0.00 | \$0 | \$0.00 | \$0 | \$0 | \$0 | \$0.00 | \$0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| R 118195 | | 237 | 2.29 | \$12,461 | \$0.00 | \$12,461 | \$425 | \$919 | \$1,344.31 | \$105 | \$1,448.89 | \$0.00 | \$0.00 | \$104.58 | \$1,448.89 |
| R 118196 | | 238 | 1.66 | \$9,033 | \$0.00 | \$9,033 | \$108 | \$666 | \$974.48 | \$76 | \$1,050.28 | \$0.00 | \$0.00 | \$78.81 | \$1,050.28 |
| R 118197 | | 239 | 1.66 | \$9,033 | \$0.00 | \$9,033 | \$108 | \$666 | \$974.48 | \$76 | \$1,050.28 | \$0.00 | \$0.00 | \$78.81 | \$1,050.28 |
| R 118198 | | 240 | 2.29 | \$12,461 | \$0.00 | \$12,461 | \$425 | \$919 | \$1,344.31 | \$105 | \$1,448.89 | \$0.00 | \$0.00 | \$104.58 | \$1,448.89 |
| R 118199 | | 241 | 0.00 | \$0 | \$0.00 | \$0 | \$0 | \$0 | \$0.00 | \$0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| R 118200 | | 242 | 2.29 | \$12,461 | \$0.00 | \$12,461 | \$425 | \$919 | \$1,344.31 | \$105 | \$1,448.89 | \$0.00 | \$0.00 | \$104.58 | \$1,448.89 |
| R 118201 | | 243 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118202 | | 244 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118203 | | 245 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118204 | | 246A | 2.29 | \$12,461 | \$0.00 | \$12,461 | \$425 | \$919 | \$1,344.31 | \$105 | \$1,448.89 | \$0.00 | \$0.00 | \$104.58 | \$1,448.89 |
| R 118205 | | 246B | 0.00 | \$0 | \$0.00 | \$0 | \$0 | \$0 | \$0.00 | \$0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| R 118206 | | 247 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118207 | | 248 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118208 | | 249 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118209 | | 250 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118210 | | 251 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118211 | | 252 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118212 | | 253 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118213 | | 254 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118214 | | 255 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118215 | | 256 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118216 | | 257 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118217 | | 258 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118218 | | 259 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118219 | | 260 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118220 | | 261 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118221 | | 262 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118222 | | 263 | 1.66 | \$9,033 | \$0.00 | \$9,033 | \$108 | \$666 | \$974.48 | \$76 | \$1,050.28 | \$0.00 | \$0.00 | \$78.81 | \$1,050.28 |
| R 118223 | | 264 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118224 | | 265 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118225 | | 266 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118226 | | 267 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118227 | | 268 | 1.66 | \$9,033 | \$0.00 | \$9,033 | \$108 | \$666 | \$974.48 | \$76 | \$1,050.28 | \$0.00 | \$0.00 | \$78.81 | \$1,050.28 |
| R 118228 | | 269 | 1.66 | \$9,033 | \$0.00 | \$9,033 | \$108 | \$666 | \$974.48 | \$76 | \$1,050.28 | \$0.00 | \$0.00 | \$78.81 | \$1,050.28 |
| R 118229 | | 270 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118230 | | 271 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118231 | | 272 | 1.66 | \$9,033 | \$0.00 | \$9,033 | \$108 | \$666 | \$974.48 | \$76 | \$1,050.28 | \$0.00 | \$0.00 | \$78.81 | \$1,050.28 |
| R 118232 | | 273 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118233 | | 274 | 1.66 | \$9,033 | \$0.00 | \$9,033 | \$108 | \$666 | \$974.48 | \$76 | \$1,050.28 | \$0.00 | \$0.00 | \$78.81 | \$1,050.28 |
| R 118234 | | 275 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118235 | | 276 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| R 118236 | | 277 | 1.00 | \$5,442 | \$0.00 | \$5,442 | \$186 | \$401 | \$587.03 | \$46 | \$632.70 | \$0.00 | \$0.00 | \$45.67 | \$632.70 |
| Total | | | 379.25 | \$1,787,234.94 | \$0.00 | \$1,787,234.94 | \$61,000.00 | \$133,833.33 | \$192,833.33 | \$15,000.00 | \$307,833.33 | \$6.00 | \$0.00 | \$15,000.00 | \$307,833.33 |

1 - The 2012-15 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

Exhibit A

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

Exhibit A

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

Information

Agenda Item

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0118, reviewing classifications 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; 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

On August 27, 2024, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Bell Farms Public Improvement District (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. 2018-00079, 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:



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

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

EXHIBIT A

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

EXHIBIT A

(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.

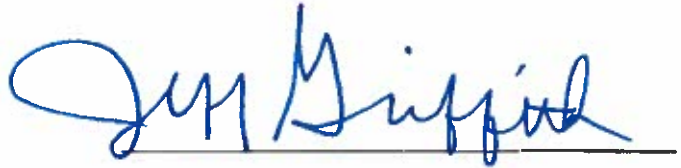
SECTION 5: THAT the notice of this authorization for the Bell Farms Public Improvement District shall be published in a newspaper of general circulation within the City of Lubbock, Texas and Lubbock County, Texas.

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

EXHIBIT A

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.

A handwritten signature in blue ink, appearing to read "Jeff Griffith", written over a horizontal line.

JEFF GRIFFITH, MAYOR PRO TEM

ATTEST:

A handwritten signature in blue ink, appearing to read "Rebecca Garza", written over a horizontal line.

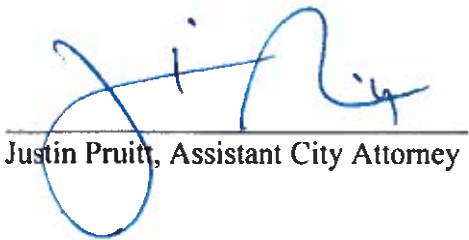
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read "D. Blu Kostelich", written over a horizontal line.

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Justin Pruitt", written over a horizontal line.

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)

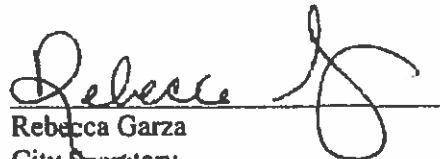

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

EXHIBIT A
EXHIBIT 1



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 *SA*

CC: Blu Kostelich, Chief Financial Officer

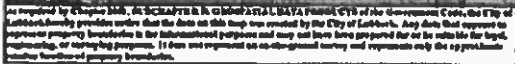
Re: Bell Farms Public Improvement District Petition

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.



Proposed Bell Farms PID
2018 Preliminary Roll

| Owner Name | Address | Legal Description | Standard | Acres | Taxable | Petition Received |
|------------|-----------------------------------|-------------------------------------|------------------|-------|------------|-------------------|
| R329160 | 2018 JONES, JACQUELINE T | 13618 AVE U, LUBBOCK, TX 79423 | BELL FARMS L 1 | 4880 | 69,256.00 | Y |
| R329162 | 2018 LOWE, MICHAEL & KRISTI L | 13614 AVE U, LUBBOCK, TX 79423 | BELL FARMS L 3 | 5055 | 67,621.00 | Y |
| R329164 | 2018 LOPEZ, MYRELLE SHELBE & | 13610 AVE U, LUBBOCK, TX 79423 | BELL FARMS L 5 | 5069 | 133,688.00 | Y |
| R329165 | 2018 BETENBOUGH HOMES INC | 13608 AVE U, LUBBOCK, TX 79423 | BELL FARMS L 6 | 5076 | 67,093.00 | Y |
| R329166 | 2018 SOLZ, JONATHAN & | 13606 AVE U, LUBBOCK, TX 79423 | BELL FARMS L 7 | 5082 | 65,212.00 | Y |
| R329167 | 2018 BEARDEN STEPHEN & HOLLY | 13604 AVE U, LUBBOCK, TX 79423 | BELL FARMS L 8 | 5089 | 128,762.00 | Y |
| R329168 | 2018 REC PROPERTIES LLC | 13602 AVE U, LUBBOCK, TX 79423 | BELL FARMS L 9 | 4963 | 124,824.00 | Y |
| R329172 | 2018 BROWN WILLIAM WALTON & | 13607 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L 13 | 5426 | 126,444.00 | Y |
| R329182 | 2018 SMITH LOGAN & JESSICA | 13606 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L 23 | 5426 | 129,941.00 | Y |
| R329183 | 2018 SANDERS, LARRY | 13604 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L 24 | 5627 | 171,668.00 | Y |
| R329184 | 2018 BETENBOUGH HOMES INC | 13602 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L 25 | 8192 | 28,672.00 | Y |
| R329185 | 2018 BETENBOUGH HOMES INC | 13601 AVE V, LUBBOCK, TX 79423 | BELL FARMS L 26 | 8192 | 28,672.00 | Y |
| R329187 | 2018 CLAUNCH, SHAWN | 13605 AVE V, LUBBOCK, TX 79423 | BELL FARMS L 28 | 5426 | 129,941.00 | Y |
| R329189 | 2018 QUATTLEBAUM, DENNIS | 13609 AVE V, LUBBOCK, TX 79423 | BELL FARMS L 30 | 5426 | 129,941.00 | Y |
| R329190 | 2018 DAVIS, CAYCE B | 13611 AVE V, LUBBOCK, TX 79423 | BELL FARMS L 31 | 5426 | 126,444.00 | Y |
| R329191 | 2018 SOLZ, JOSEFINA P & MICHAEL R | 13613 AVE V, LUBBOCK, TX 79423 | BELL FARMS L 32 | 6029 | 167,708.00 | Y |
| R329202 | 2018 LACY ROBERT L SR & MARGARET | 13609 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L 43 | 5040 | 111,890.00 | Y |
| R329204 | 2018 WALKING C HOLDINGS LLC | 13613 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L 45 | 5040 | 125,093.00 | Y |
| R329207 | 2018 ALVAREZ, JUAN FRANCISCO | 13619 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L 48 | 5600 | 149,170.00 | Y |
| R329209 | 2018 BLANCO, PERLA MANIE | 2135 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 50 | 5839 | 74,610.00 | Y |
| R329213 | 2018 JIN XIAOQUANG MICHAEL & | 2127 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 54 | 5175 | 135,963.00 | Y |
| R329214 | 2018 ARIAS ISAAC & LORENA | 2125 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 55 | 5750 | 74,535.00 | Y |
| R329215 | 2018 JIN XIAOQUANG MICHAEL & | 2123 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 56 | 5175 | 129,063.00 | Y |
| R329218 | 2018 WALKING C HOLDINGS LLC | 2117 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 59 | 5175 | 121,814.00 | Y |
| R329219 | 2018 BETENBOUGH HOMES INC | 2115 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 60 | 5750 | 164,572.00 | Y |
| R329220 | 2018 BETENBOUGH HOMES INC | 2113 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 61 | 5750 | 130,284.00 | Y |
| R329221 | 2018 STONE, DESTINIE SHANE | 2111 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 62 | 5175 | 151,744.00 | Y |
| R329224 | 2018 CONTRERAS MARCO & HILDA | 2105 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 65 | 5175 | 144,912.00 | Y |
| R329225 | 2018 JAMES ROSS & ANDI | 2103 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 66 | 5750 | 169,515.00 | Y |
| R329226 | 2018 INDOMITABLE DOZEN LLC | 2101 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 67 | 5574 | 126,962.00 | Y |
| R329235 | 2018 GONZALES, JESSE J | 2118 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 76 | 5750 | 168,123.00 | Y |
| R329236 | 2018 SMITH OTIS KETH & KATRINA M | 2124 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 77 | 5750 | 155,169.00 | Y |
| R329238 | 2018 WALKING C HOLDINGS LLC | 2126 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 79 | 5175 | 125,566.00 | Y |
| R329239 | 2018 PIRON, CHARITY | 2132 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 80 | 5750 | 163,994.00 | Y |
| R329242 | 2018 LLOYD, ABIGAIL | 2136 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L 83 | 7930 | 142,158.00 | Y |
| R329244 | 2018 BETENBOUGH HOMES INC | 13606 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L 85 | 5600 | 58,015.00 | Y |
| R329247 | 2018 DRAKE PHILIP L & VICKI L | 13610 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L 88 | 5600 | 167,598.00 | Y |
| R329249 | 2018 COOPER, LINDSEY | 13612 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L 90 | 5600 | 149,170.00 | Y |
| R329250 | 2018 GUJARDO FAMILY HOLDINGS | 13612 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L 91 | 5040 | 128,590.00 | Y |
| R329257 | 2018 FRIEVALT RONALD J & MAXINE | 13617 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 98 | 5600 | 171,573.00 | Y |
| R329260 | 2018 WALKING C HOLDINGS LLC | 13611 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 101 | 5040 | 140,443.00 | Y |
| R329270 | 2018 FERGUSON REAL ESTATE LLC | 13610 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 111 | 5969 | 150,436.00 | Y |
| R329276 | 2018 VILASECA, WILLIAM | 13622 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 117 | 6481 | 152,254.00 | Y |

\\budget\Business Development\PID\Bell Farms PID - Betenbough\Creation of PID\Petition Verification\RT-8FPID-IST 2018 032918 Final Petition Verification CB

EXHIBIT A

Proposed Bell Farms PID 2018 Preliminary Roll

| Quicker R329277 | Owner Name | Situs | Legal Description | Site Area (Sq Ft) | 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 PARKINS, 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 OSED | 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 | 0.14874 | 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 | 21,395.00 | 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 | 0.136175 | 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 |

EXHIBIT A

Proposed Bell Farms PID 2018 Preliminary Roll

| QueueRef | FileRef | Owner Name | Stabs | Legal Description | Sft/Land/Size | 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 | 13805 AVE V, LUBBOCK, TX 79423 | BELL FARMS L 172 | 5929 | 0.136111 | 20,752.00 | Y |
| R330539 | 2018 | BETENBOUGH HOMES INC | 13805 AVE V, LUBBOCK, TX 79423 | BELL FARMS L 173 | 5929 | 0.136111 | 20,752.00 | Y |
| R330540 | 2018 | BETENBOUGH HOMES INC | 13804 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 | REIGN 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 | 13815 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 204 | 7656 | 0.175758 | 26,796.00 | Y |
| R330571 | 2018 | BETENBOUGH HOMES INC | 13813 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 205 | 6160 | 0.141414 | 21,560.00 | Y |
| R330572 | 2018 | RANDALL, JODY COFER | 13811 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 206 | 5600 | 0.128558 | 114,403.00 | Y |
| R330573 | 2018 | BETENBOUGH HOMES INC | 13809 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 207 | 6160 | 0.141414 | 21,560.00 | Y |
| R330574 | 2018 | BETENBOUGH HOMES INC | 13807 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 208 | 6160 | 0.141414 | 21,560.00 | Y |
| R330575 | 2018 | BETENBOUGH HOMES INC | 13805 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 209 | 6160 | 0.141414 | 21,560.00 | Y |
| R330576 | 2018 | BETENBOUGH HOMES INC | 13803 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 210 | 5600 | 0.128558 | 19,600.00 | Y |
| R330577 | 2018 | BETENBOUGH HOMES INC | 13801 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 211 | 6160 | 0.141414 | 21,560.00 | Y |
| R330578 | 2018 | BETENBOUGH HOMES INC | 13802 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 212 | 6010 | 0.137971 | 21,035.00 | Y |
| R330579 | 2018 | BETENBOUGH HOMES INC | 13804 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 213 | 6012 | 0.138017 | 21,042.00 | Y |
| R330580 | 2018 | BETENBOUGH HOMES INC | 13806 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 214 | 6160 | 0.141414 | 21,560.00 | Y |
| R330581 | 2018 | BETENBOUGH HOMES INC | 13808 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 215 | 5600 | 0.128558 | 19,600.00 | Y |
| R330582 | 2018 | BETENBOUGH HOMES INC | 13810 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 216 | 6160 | 0.141414 | 21,560.00 | Y |
| R330583 | 2018 | BETENBOUGH HOMES INC | 13812 AVE W, LUBBOCK, TX 79423 | BELL FARMS L 217 | 6160 | 0.141414 | 21,560.00 | Y |

Proposed Bell Farms PID
2018 Preliminary Roll

| QuickReference | OwnerName | Site | Legal Description | RollandSr | Acres | Taxable | 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 | 0.173314 | 26,271.00 | Y |
| R330589 | 2018 SCHOTTEN 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 BETENBOUGH HOMES INC | 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 LOPEZ ANA & THOMAS ALLAN | 2127 139TH ST, LUBBOCK, TX 79423 | BELL FARMS L 251 | 5250 | 0.120523 | 66,729.00 | Y |
| R330620 | 2018 SLESSON HOLDINGS LLC | 2121 139TH ST, LUBBOCK, TX 79423 | BELL FARMS L 252 | 5250 | 0.120523 | 105,229.00 | Y |
| R330623 | 2018 MYFATDOG HOLDINGS LLC | 2119 139TH ST, LUBBOCK, TX 79423 | BELL FARMS L 253 | 5250 | 0.120523 | 68,351.00 | Y |
| R330624 | 2018 HENSLEY JEFFREY & CASSANDRA | 2117 139TH ST, LUBBOCK, TX 79423 | BELL FARMS L 254 | 5834 | 0.13393 | 74,476.00 | Y |
| R330625 | 2018 COX GUTTFRE & ADOLF | 2115 139TH ST, LUBBOCK, TX 79423 | BELL FARMS L 255 | 5715 | 0.131198 | 65,735.00 | Y |
| R330628 | 2018 BETENBOUGH HOMES INC | 2107 139TH ST, LUBBOCK, TX 79423 | BELL FARMS L 256 | 5738 | 0.131726 | 78,310.00 | Y |
| R330629 | 2018 BETENBOUGH HOMES INC | 2105 139TH ST, LUBBOCK, TX 79423 | BELL FARMS L 257 | 5834 | 0.13393 | 20,419.00 | Y |
| R330631 | 2018 BETENBOUGH HOMES INC | 2103 139TH ST, LUBBOCK, TX 79423 | BELL FARMS L 258 | 5834 | 0.13393 | 20,419.00 | Y |
| R330632 | 2018 BETENBOUGH HOMES INC | 2101 139TH ST, LUBBOCK, TX 79423 | BELL FARMS L 259 | 5834 | 0.13393 | 20,419.00 | Y |
| R330633 | 2018 BETENBOUGH HOMES INC | 2101 139TH ST, LUBBOCK, TX 79423 | BELL FARMS L 260 | 5834 | 0.13393 | 20,419.00 | Y |
| R331034 | 2018 BETENBOUGH HOMES INC | | BELL FARMS L 261 | 5753 | 0.132071 | 20,136.00 | Y |
| R331035 | 2018 BETENBOUGH HOMES INC | | BELL FARMS L 262 | 53045 | 1.217746 | 26,523.00 | Y |
| R331262 | 2018 BETENBOUGH HOMES INC | | BELL FARMS L 263 | 3091 | 0.07096 | 1,546.00 | Y |
| | | | BELL FARMS L 264 | 370 | 0.008494 | 185.00 | Y |

EXHIBIT A

EXHIBIT 1

EXHIBIT A

Proposed Bell Farms PID 2018 Preliminary Roll

| Order Number | Address | Owner Name | Situs | Legal Description | SR Landsize | Area | Taxable | Petition Received |
|--------------|--|------------|-------------------------------------|-----------------------------|-------------|----------|--------------|-------------------|
| R331293 | 2018 STOREHOUSE LAND COMPANY | | 79423 | BLK E SEC 16 AB 1178 TR A2 | | 106.357 | 1,063,970.00 | Y |
| R331294 | 2018 BETENBOUGH HOMES INC | | 79423 | BLK E SEC 16 AB 664 TR B2A | | 0.638 | 658.00 | Y |
| R331295 | 2018 BETENBOUGH HOMES INC | | 79423 | BLK E SEC 16 AB 664 TR B2B | | 64.639 | 646,990.00 | Y |
| R331296 | 2018 BETENBOUGH HOMES INC | | 79423 | 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 L11 | 8192 | 0.188062 | 28,672.00 | Y |
| R329201 | 2018 GOODNIGHT ADAM & | | 13607 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L12 | 5814 | 0.156478 | 175,148.00 | |
| R329161 | 2018 KRUSE, DONALD | | 13616 AVE U, LUBBOCK, TX 79423 | BELL FARMS L12 | 5049 | 0.115909 | 95,337.00 | |
| R329163 | 2018 MCBRYER OTIS L & TOMMIE S | | 13612 AVE U, LUBBOCK, TX 79423 | BELL FARMS L14 | 5062 | 0.116208 | 108,470.00 | |
| R329169 | 2018 VILLARREAL JOSHUA JOSE & | | 13601 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L10 | 8192 | 0.188062 | 204,437.00 | |
| R329170 | 2018 HUDDLESTON LAWRENCE A & | | 13603 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L11 | 5627 | 0.129178 | 156,697.00 | |
| R329171 | 2018 MEDINA STEVEN JUAN & | | 13605 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L12 | 5426 | 0.124564 | 139,645.00 | |
| R329173 | 2018 BRYANT, BRENT | | 13609 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L14 | 5426 | 0.124564 | 135,492.00 | |
| R329174 | 2018 BLEDSOE, SHELBY | | 13611 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L15 | 5426 | 0.124564 | 129,941.00 | |
| R329175 | 2018 WIGGINS, BRITTANY | | 13613 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L16 | 6029 | 0.138407 | 150,672.00 | |
| R329176 | 2018 RODRIGUEZ-LOPEZ JOSE & | | 13615 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L17 | 6645 | 0.152548 | 175,098.00 | |
| R329177 | 2018 SCHRECKER, JESSICA B | | 13616 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L18 | 6721 | 0.154293 | 152,998.00 | |
| R329178 | 2018 BENTANCOURT JESUS & BOBBIE | | 13614 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L19 | 6029 | 0.138407 | 160,535.00 | |
| R329179 | 2018 PARK DAVID & SHERYL | | 13612 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L20 | 5426 | 0.124564 | 112,787.00 | |
| R329180 | 2018 ESTRADA REY H & AIDE | | 13610 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L21 | 5426 | 0.124564 | 122,692.00 | |
| R329181 | 2018 SCHAEFER HARRISON & KINARD MACKENZI & EMILY | | 13608 UVALDE AVE, LUBBOCK, TX 79423 | BELL FARMS L22 | 5426 | 0.124564 | 129,941.00 | |
| R329186 | 2018 BROWN | | 13603 AVE V, LUBBOCK, TX 79423 | BELL FARMS L127 | 5627 | 0.129178 | 163,564.00 | |
| R329188 | 2018 JOHNSON, SIERRA | | 13607 AVE V, LUBBOCK, TX 79423 | BELL FARMS L129 | 5426 | 0.124564 | 135,492.00 | |
| R329192 | 2018 POLLHOWICH JOHN & ROBERTA | | 13615 AVE V, LUBBOCK, TX 79423 | BELL FARMS L133 | 6785 | 0.155762 | 136,522.00 | |
| R329193 | 2018 VEGA SERENA LEE & DANIEL | | 13616 AVE V, LUBBOCK, TX 79423 | BELL FARMS L134 | 6862 | 0.15753 | 167,886.00 | |
| R329194 | 2018 DEHOOG, LEANN | | 13614 AVE V, LUBBOCK, TX 79423 | BELL FARMS L135 | 6029 | 0.138407 | 150,672.00 | |
| R329195 | 2018 BURGESS TINA & ROBERT N II | | 13612 AVE V, LUBBOCK, TX 79423 | BELL FARMS L136 | 5426 | 0.124564 | 129,941.00 | |
| R329196 | 2018 STITH MICHAEL SHANE & | | 13610 AVE V, LUBBOCK, TX 79423 | BELL FARMS L137 | 5426 | 0.124564 | 122,692.00 | |
| R329197 | 2018 BRONSON JACK BERNARD & | | 13608 AVE V, LUBBOCK, TX 79423 | BELL FARMS L138 | 5426 | 0.124564 | 130,047.00 | |
| R329198 | 2018 REGALADO GERARDO & | | 13606 AVE V, LUBBOCK, TX 79423 | BELL FARMS L139 | 5426 | 0.124564 | 128,606.00 | |
| R329199 | 2018 GALYEAN, MELISSA | | 13604 AVE V, LUBBOCK, TX 79423 | BELL FARMS L140 | 5627 | 0.129178 | 166,574.00 | |
| R329203 | 2018 SLAY, JEROD LANCE | | 13611 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L144 | 5600 | 0.128558 | 159,033.00 | |
| R329205 | 2018 FOLSOM DAKOTA CHASE & | | 13615 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L146 | 5600 | 0.128558 | 149,074.00 | |
| R329206 | 2018 CHESTNUT MICHAEL R & JANICE | | 13617 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L147 | 5040 | 0.115702 | 121,341.00 | |
| R329208 | 2018 MURPHY STEVEN J & SHAREKA L | | 13621 VERNON AVE, LUBBOCK, TX 79423 | BELL FARMS L149 | 6647 | 0.152594 | 167,134.00 | |
| R329210 | 2018 WELCH, TINA RAE | | 13613 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L151 | 5750 | 0.132002 | 149,599.00 | |
| R329211 | 2018 SIMEK MARK JOSEPH & ERIKA | | 2131 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L152 | 5750 | 0.132002 | 79,324.00 | |
| R329212 | 2018 WEATHERFORD BRANDON | | 2129 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L153 | 5175 | 0.118802 | 125,566.00 | |
| R329216 | 2018 HERNANDEZ MICHAEL & | | 2121 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L157 | 5750 | 0.132002 | 166,731.00 | |
| R329217 | 2018 RAINWATER TYRON & ERICA | | 2119 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L158 | 5750 | 0.132002 | 138,916.00 | |
| R329222 | 2018 CASTILLO, MARY LUPE | | 2109 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L163 | 5175 | 0.118802 | 140,916.00 | |
| R329223 | 2018 CARPENTER, CANDY | | 2107 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L164 | 5750 | 0.132002 | 181,739.00 | |
| R329227 | 2018 MARTINEZ-MANZANARES | | 2102 136TH ST, LUBBOCK, TX 79423 | BELL FARMS L168 | 6176 | 0.141781 | 173,258.00 | |

EXHIBIT A

Proposed Bell Farms PID 2018 Preliminary Roll

| QuelRef | Acct/Parcel | Owner Name | Stus | Legal Description | SRLandSize | 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 TEE & 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 | BREKFIELD JASON TEE & | 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 | SUREDI 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, SHANIQUE 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 | BRUCCOLI 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 & ROSALELA | 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 | TOWAR 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 | | | | | | |
| R329272 | 2018 | 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 & LUQIN | 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 | ELSEY 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 | 130,121.00 | |

EXHIBIT A

Proposed Bell Farms PID 2018 Preliminary Roll

| QuickRef | AssocTaxYr | Owner Name | Situs | Legal Description | SftLandSize | Acres | Taxable | Petition Received |
|--------------------|------------|--|-----------------------------------|-------------------|-------------|----------|---------------|-------------------|
| R329291 | 2018 | E KOUASSI MBENKUM SIMEON G & ARIANE | 13614 WACO AVE, LUBBOCK, TX 79423 | BELL FARMS L 132 | 6929 | 0.159068 | 181,240.00 | |
| R330617 | 2018 | BRANDON GLENN PYRON KAYLA MARIE & | 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 | |
| Petitions Received | | | | | 97.44% | 441.77 | 13,967,214.00 | 52.87% |
| No Petitions | | | | | 2.56% | 11.61 | 12,451,352.00 | 47.13% |
| | | | | | 453.3798 | \$ | 26,418,566.00 | |

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.

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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]

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PETITIONER(S):

Cal Zant

Cal Zant, President, Betenbough Homes

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §



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

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

Joshua Weldy
Notary Public Signature

Proposed Bell Farms PID

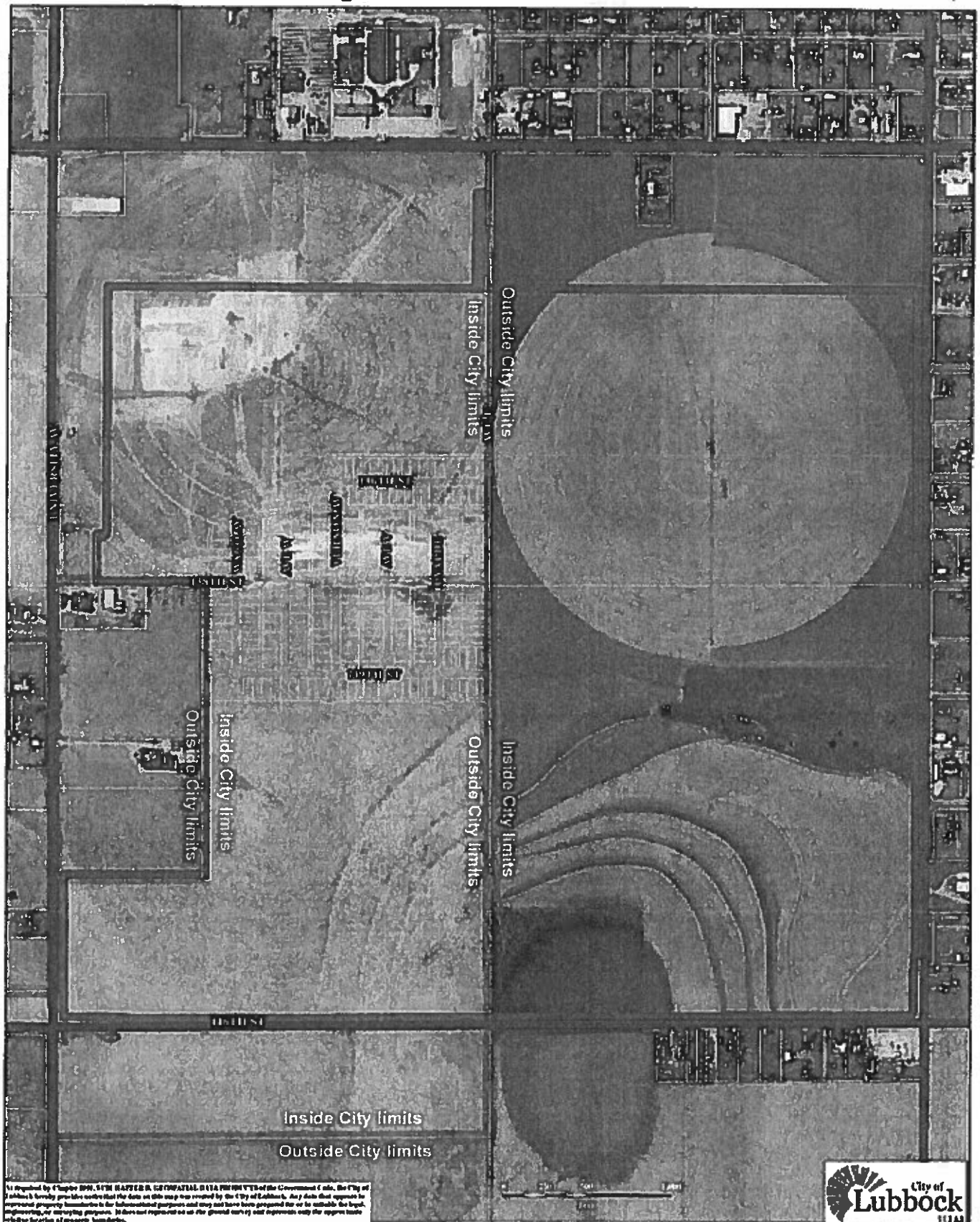


EXHIBIT A
EXHIBIT 1

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 "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. $01^{\circ} 32' 10''$ W. a distance of 55.00 feet and S. $88^{\circ} 27' 50''$ 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. $88^{\circ} 27' 50''$ 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. $85^{\circ} 36' 05''$ W. a distance of 200.25 feet to a point of intersection and a corner of this tract;

THENCE N. $88^{\circ} 27' 50''$ 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. $01^{\circ} 32' 10''$ W. a distance of 65.00 feet and N. $88^{\circ} 27' 50''$ 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. $01^{\circ} 51' 20''$ E. a distance of 845.29 feet to a point for a corner of this tract;

THENCE S. $88^{\circ} 08' 40''$ E. a distance of 859.55 feet to a point for an ell corner of this tract;

THENCE N. $01^{\circ} 51' 20''$ E. a distance of 1769.53 feet to a point for an ell corner of this tract;

THENCE N. $88^{\circ} 24' 19''$ W. a distance of 644.59 feet to a point for a corner of this tract;

THENCE N. $01^{\circ} 35' 41''$ E. a distance of 272.86 feet to a point for a corner of this tract;

THENCE N. $26^{\circ} 41' 44''$ 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 $03^{\circ} 21' 43''$, a chord distance of 33.15 feet and a chord bearing of S. $61^{\circ} 37' 25''$ E., to a point of intersection and a corner of this tract;

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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 of intersection and a corner of this tract;

THENCE S. 04° 45' 27" W. a distance of 200.25 feet to a point of 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 of 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.

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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"

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| 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 |

EXHIBIT A

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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 |

EXHIBIT A

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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 | |

EXHIBIT A

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

EXHIBIT A
EXHIBIT 1



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. Bettenbough has purchased/optioned almost 640 acres. We have currently, to date, closed 100 homes. Bettenbough plans to invest 1.25 million in improvements for this park system before it would be deeded over to the City and the PID. We will be here to help keep the PID healthy and thriving. We have employees that are home owners in this community currently. We have a heavily vested interest in making this PID healthy and self-sufficient.

5. If there is sufficient support to petition to dissolve the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board. Bettenbough 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

EXHIBIT A
EXHIBIT 1



BETENBOUGH
HOMES®

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.

EXHIBIT A
EXHIBIT 1



BETENBOUGH
HOMES

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.

A handwritten signature in cursive script that reads "Chris Berry". The signature is written in dark ink and extends from the left towards the right side of the page.

Chris Berry
Development
Bettenbough Homes

Bell Farms PID Service Plan

| 1991 | | 1992 | | 1993 | | 1994 | | 1995 | | 1996 | | 1997 | | 1998 | | 1999 | | 2000 | | 2001 | | 2002 | | 2003 | | 2004 | | 2005 | | 2006 | | 2007 | | 2008 | | 2009 | | 2010 | | 2011 | | 2012 | | 2013 | | 2014 | | 2015 | | 2016 | | 2017 | | 2018 | | 2019 | | 2020 | | 2021 | | 2022 | | 2023 | | 2024 | | 2025 | | 2026 | | 2027 | | 2028 | | 2029 | | 2030 | | 2031 | | 2032 | | 2033 | | 2034 | | 2035 | | 2036 | | 2037 | | 2038 | | 2039 | | 2040 | | 2041 | | 2042 | | 2043 | | 2044 | | 2045 | | 2046 | | 2047 | | 2048 | | 2049 | | 2050 | | 2051 | | 2052 | | 2053 | | 2054 | | 2055 | | 2056 | | 2057 | | 2058 | | 2059 | | 2060 | | 2061 | | 2062 | | 2063 | | 2064 | | 2065 | | 2066 | | 2067 | | 2068 | | 2069 | | 2070 | | 2071 | | 2072 | | 2073 | | 2074 | | 2075 | | 2076 | | 2077 | | 2078 | | 2079 | | 2080 | | 2081 | | 2082 | | 2083 | | 2084 | | 2085 | | 2086 | | 2087 | | 2088 | | 2089 | | 2090 | | 2091 | | 2092 | | 2093 | | 2094 | | 2095 | | 2096 | | 2097 | | 2098 | | 2099 | | 2100 | | 2101 | | 2102 | | 2103 | | 2104 | | 2105 | | 2106 | | 2107 | | 2108 | | 2109 | | 2110 | | 2111 | | 2112 | | 2113 | | 2114 | | 2115 | | 2116 | | 2117 | | 2118 | | 2119 | | 2120 | | 2121 | | 2122 | | 2123 | | 2124 | | 2125 | | 2126 | | 2127 | | 2128 | | 2129 | | 2130 | | 2131 | | 2132 | | 2133 | | 2134 | | 2135 | | 2136 | | 2137 | | 2138 | | 2139 | | 2140 | | 2141 | | 2142 | | 2143 | | 2144 | | 2145 | | 2146 | | 2147 | | 2148 | | 2149 | | 2150 | | 2151 | | 2152 | | 2153 | | 2154 | | 2155 | | 2156 | | 2157 | | 2158 | | 2159 | | 2160 | | 2161 | | 2162 | | 2163 | | 2164 | | 2165 | | 2166 | | 2167 | | 2168 | | 2169 | | 2170 | | 2171 | | 2172 | | 2173 | | 2174 | | 2175 | | 2176 | | 2177 | | 2178 | | 2179 | | 2180 | | 2181 | | 2182 | | 2183 | | 2184 | | 2185 | | 2186 | | 2187 | | 2188 | | 2189 | | 2190 | | 2191 | | 2192 | | 2193 | | 2194 | | 2195 | | 2196 | | 2197 | | 2198 | | 2199 | | 2200 | | 2201 | | 2202 | | 2203 | | 2204 | | 2205 | | 2206 | | 2207 | | 2208 | | 2209 | | 2210 | | 2211 | | 2212 | | 2213 | | 2214 | | 2215 | | 2216 | | 2217 | | 2218 | | 2219 | | 2220 | | 2221 | | 2222 | | 2223 | | 2224 | | 2225 | | 2226 | | 2227 | | 2228 | | 2229 | | 2230 | | 2231 | | 2232 | | 2233 | | 2234 | | 2235 | | 2236 | | 2237 | | 2238 | | 2239 | | 2240 | | 2241 | | 2242 | | 2243 | | 2244 | | 2245 | | 2246 | | 2247 | | 2248 | | 2249 | | 2250 | | 2251 | | 2252 | | 2253 | | 2254 | | 2255 | | 2256 | | 2257 | | 2258 | | 2259 | | 2260 | | 2261 | | 2262 | | 2263 | | 2264 | | 2265 | | 2266 | | 2267 | | 2268 | | 2269 | | 2270 | | 2271 | | 2272 | | 2273 | | 2274 | | 2275 | | 2276 | | 2277 | | 2278 | | 2279 | | 2280 | | 2281 | | 2282 | | 2283 | | 2284 | | 2285 | | 2286 | | 2287 | | 2288 | | 2289 | | 2290 | | 2291 | | 2292 | | 2293 | | 2294 | | 2295 | | 2296 | | 2297 | | 2298 | | 2299 | | 2300 | | 2301 | | 2302 | | 2303 | | 2304 | | 2305 | | 2306 | | 2307 | | 2308 | | 2309 | | 2310 | | 2311 | | 2312 | | 2313 | | 2314 | | 2315 | | 2316 | | 2317 | | 2318 | | 2319 | | 2320 | | 2321 | | 2322 | | 2323 | | 2324 | | 2325 | | 2326 | | 2327 | | 2328 | | 2329 | | 2330 | | 2331 | | 2332 | | 2333 | | 2334 | | 2335 | | 2336 | | 2337 | | 2338 | | 2339 | | 2340 | | 2341 | | 2342 | | 2343 | | 2344 | | 2345 | | 2346 | | 2347 | | 2348 | | 2349 | | 2350 | | 2351 | | 2352 | | 2353 | | 2354 | | 2355 | | 2356 | | 2357 | | 2358 | | 2359 | | 2360 | | 2361 | | 2362 | | 2363 | | 2364 | | 2365 | | 2366 | | 2367 | | 2368 | | 2369 | | 2370 | | 2371 | | 2372 | | 2373 | | 2374 | | 2375 | | 2376 | | 2377 | | 2378 | | 2379 | | 2380 | | 2381 | | 2382 | | 2383 | | 2384 | | 2385 | | 2386 | | 2387 | | 2388 | | 2389 | | 2390 | | 2391 | | 2392 | | 2393 | | 2394 | | 2395 | | 2396 | | 2397 | | 2398 | | 2399 | | 2400 | | 2401 | | 2402 | | 2403 | | 2404 | | 2405 | | 2406 | | 2407 | | 2408 | | 2409 | | 2410 | | 2411 | | 2412 | | 2413 | | 2414 | | 2415 | | 2416 | | 2417 | | 2418 | | 2419 | | 2420 | | 2421 | | 2422 | | 2423 | | 2424 | | 2425 | | 2426 | | 2427 | | 2428 | | 2429 | | 2430 | | 2431 | | 2432 | | 2433 | | 2434 | | 2435 | | 2436 | | 2437 | | 2438 | | 2439 | | 2440 | | 2441 | | 2442 | | 2443 | | 2444 | | 2445 | | 2446 | | 2447 | | 2448 | | 2449 | | 2450 | | 2451 | | 2452 | | 2453 | | 2454 | | 2455 | | 2456 | | 2457 | | 2458 | | 2459 | | 2460 | | 2461 | | 2462 | | 2463 | | 2464 | | 2465 | | 2466 | | 2467 | | 2468 | | 2469 | | 2470 | | 2471 | | 2472 | | 2473 | | 2474 | | 2475 | | 2476 | | 2477 | | 2478 | | 2479 | | 2480 | | 2481 | | 2482 | | 2483 | | 2484 | | 2485 | | 2486 | | 2487 | | 2488 | | 2489 | | 2490 | | 2491 | | 2492 | | 2493 | | 2494 | | 2495 | | 2496 | | 2497 | | 2498 | | 2499 | | 2500 | | 2501 | | 2502 | | 2503 | | 2504 | | 2505 | | 2506 | | 2507 | | 2508 | | 2509 | | 2510 | | 2511 | | 2512 | | 2513 | | 2514 | | 2515 | | 2516 | | 2517 | | 2518 | | 2519 | | 2520 | | 2521 | | 2522 | | 2523 | | 2524 | | 2525 | | 2526 | | 2527 | | 2528 | | 2529 | | 2530 | | 2531 | | 2532 | | 2533 | | 2534 | | 2535 | | 2536 | | 2537 | | 2538 | | 2539 | | 2540 | | 2541 | | 2542 | | 2543 | | 2544 | | 2545 | | 2546 | | 2547 | | 2548 | | 2549 | | 2550 | | 2551 | | 2552 | | 2553 | | 2554 | | 2555 | | 2556 | | 2557 | | 2558 | | 2559 | | 2560 | | 2561 | | 2562 | | 2563 | | 2564 | | 2565 | | 2566 | | 2567 | | 2568 | | 2569 | | 2570 | | 2571 | | 2572 | | 2573 | | 2574 | | 2575 | | 2576 | | 2577 | | 2578 | | 2579 | | 2580 | | 2581 | | 2582 | | 2583 | | 2584 | | 2585 | | 2586 | | 2587 | | 2588 | | 2589 | | 2590 | | 2591 | | 2592 | | 2593 | | 2594 | | 2595 | | 2596 | | 2597 | | 2598 | | 2599 | | 2600 | | 2601 | | 2602 | | 2603 | | 2604 | | 2605 | | 2606 | | 2607 | | 2608 | | 2609 | | 2610 | | 2611 | | 2612 | | 2613 | | 2614 | | 2615 | | 2616 | | 2617 | | 2618 | | 2619 | | 2620 | | 2621 | | 2622 | | 2623 | | 2624 | | 2625 | | 2626 | | 2627 | | 2628 | | 2629 | | 2630 | | 2631 | | 2632 | | 2633 | | 2634 | | 2635 | | 2636 | | 2637 | | 2638 | | 2639 | | 2640 | | 2641 | | 2642 | | 2643 | | 2644 | | 2645 | | 2646 | | 2647 | | 2648 | | 2649 | | 2650 | | 2651 | | 2652 | | 2653 | | 2654 | | 2655 | | 2656 | | 2657 | | 2658 | | 2659 | | 2660 | | 2661 | | 2662 | | 2663 | | 2664 | | 2665 | | 2666 | | 2667 | | 2668 | | 2669 | | 2670 | | 2671 | | 2672 | | 2673 | | 2674 | | 2675 | | 2676 | | 2677 | | 2678 | | 2679 | | 2680 | | 2681 | | 2682 | | 2683 | | 2684 | | 2685 | | 2686 | | 2687 | | 2688 | | 2689 | | 2690 | | 2691 | | 2692 | | 2693 | | 2694 | | 2695 | | 2696 | | 2697 | | 2698 | | 2699 | | 2700 | | 2701 | | 2702 | | 2703 | | 2704 | | 2705 | | 2706 | | 2707 | | 2708 | | 2709 | | 2710 | | 2711 | | 2712 | | 2713 | | 2714 | | 2715 | | 2716 | | 2717 | | 2718 | | 2719 | | 2720 | | 2721 | | 2722 | | 2723 | | 2724 | | 2725 | | 2726 | | 2727 | | 2728 | | 2729 | | 2730 | | 2731 | | 2732 | | 2733 | | 2734 | | 2735 | | 2736 | | 2737 | | 2738 | | 2739 | | 2740 | | 2741 | | 2742 | | 2743 | | 2744 | | 2745 | | 2746 | | 2747 | | 2748 | | 2749 | | 2750 | | 2751 | | 2752 | | 2753 | | 2754 | | 2755 | | 2756 | | 2757 | | 2758 | | 2759 | | 2760 | | 2761 | | 2762 | | 2763 | | 2764 | | 2765 | | 2766 | | 2767 | | 2768 | | 2769 | | 2770 | | 2771 | | 2772 | | 2773 | | 2774 | | 2775 | | 2776 | | 2777 | | 2778 | | 2779 | | 2780 | | 2781 | | 2782 | | 2783 | | 2784 | | 2785 | | 2786 | | 2787 | | 2788 | | 2789 | | 2790 | | 2791 | | 2792 | | 2793 | | 2794 | | 2795 | | 2796 | | 2797 | | 2798 | | 2799 | | 2800 | | 2801 | | 2802 | | 2803 | | 2804 | | 2805 | | 2806 | | 2807 | | 2808 | | 2809 | | 2810 | | 2811 | | 2812 | | 2813 | | 2814 | | 2815 | | 2816 | | 2817 | | 2818 | | 2819 | | 2820 | | 2821 | | 2822 | | 2823 | | 2824 | | 2825 | | 2826 | | 2827 | | 2828 | | 2829 | | 2830 | | 2831 | | 2832 | | 2833 | | 2834 | | 2835 | | 2836 | | 2837 | | 2838 | | 2839 | | 2840 | | 2841 | | 2842 | | 2843 | | 2844 | | 2845 | | 2846 | | 2847 | | 2848 | | 2849 | | 2850 | | 2851 | | 2852 | | 2853 | | 2854 | | 2855 | | 2856 | | 2857 | | 2858 | | 2859 | | 2860 | | 2861 | | 2862 | | 2863 | | 2864 | | 2865 | | 2866 | | 2867 | | 2868 | | 2869 | | 2870 | | 2871 | | 2872 | | 2873 | | 2874 | | 2875 | | 2876 | | 2877 | | 2878 | | 2879 | | 2880 | | 2881 | | 2882 | | 2883 | | 2884 | | 2885 | | 2886 | | 2887 | | 2888 | | 2889 | | 2890 | | 2891 | | 2892 | | 2893 | | 2894 | | 2895 | | 2896 | | 2897 | | 2898 | | 2899 | | 2900 | | 2901 | | 2902 | | 2903 | | 2904 | | 2905 | | 2906 | | 2907 | | 2908 | | 2909 | | 2910 | | 2911 | | 2912 | | 2913 | | 2914 | | 2915 | | 2916 | | 2917 | | 2918 | | 2919 | | 2920 | | 2921 | | 2922 | | 2923 | | 2924 | | 2925 | | 2926 | | 2927 | | 2928 | | 2929 | | 2930 | | 2931 | | 2932 | | 2933 | | 2934 | | 2935 | | 2936 | | 2937 | | 2938 | | 2939 | | 2940 | | 2941 | | 2942 | | 2943 | | 2944 | | 2945 | | 2946 | | 2947 | | 2948 | | 2949 | | 2950 | | 2951 | | 2952 | | 2953 | | 2954 | | 2955 | | 2956 | | 2957 | | 2958 | | 2959 | | 2960 | | 2961 | | 2962 | | 2963 | | 2964 | | 2965 | | 2966 | | 2967 | | 2968 | | 2969 | | 2970 | | 2971 | | 2972 | | 2973 | | 2974 | | 2975 | | 2976 | | 2977 | | 2978 | | 2979 | | 2980 | | 2981 | | 2982 | | 2983 | | 2984 | | 2985 | | 2986 | | 2987 | | 2988 | | 2989 | | 2990 | | 2991 | | 2992 | | 2993 | | 2994 | | 2995 | | 2996 | | 2997 | | 2998 | | 2999 | | 3000 | | 3001 | | 3002 | | 3003 | | 3004 | | 3005 | | 3006 | | 3007 | | 3008 | | 3009 | | 3010 | | 3011 | | 3012 | | 3013 | | 3014 | | 3015 | | 3016 | | 3017 | | 3018 | | 3019 | | 3020 | | 3021 | | 302 | |
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| PROPERTY VALUE GROWTH AND 2% ANNUITY | |
|---|-----------|
| *2% (quarter growth rate = 2.5% annually) | |
| ASSESSMENT FORTHCOMING | |
| 2017-2022 | \$120,000 |
| Assessment per \$100,000 | \$120,000 |
| 2022-2027 | \$200,000 |
| Assessment per \$100,000 | \$200,000 |

| ANVT (insurance cost (handicapped)) | | ANVT-C | |
|-------------------------------------|------------|----------|-------------|
| | handicap | | handicap |
| 1/4 acre | \$200.00 | 1/4 acre | \$2,400.00 |
| 1/2 acre | \$400.00 | 1/2 acre | \$4,800.00 |
| 3/4 acre | \$600.00 | 3/4 acre | \$7,200.00 |
| 1 acre | \$800.00 | 1 acre | \$9,600.00 |
| 2 acres | \$1,600.00 | 2 acres | \$19,200.00 |
| 3 acres | \$2,400.00 | 3 acres | \$28,800.00 |
| 4 acres | \$3,200.00 | 4 acres | \$38,400.00 |
| 5 acres | \$4,000.00 | 5 acres | \$48,000.00 |

| ANVT (insurance cost (handicapped)) | | ANVT-C | |
|-------------------------------------|----------|------------------------------|------------|
| | handicap | | handicap |
| Monthly With area | \$5.00 | Monthly With area | \$60.00 |
| Monthly With out | \$7.50 | Monthly With out | \$90.00 |
| Monthly expenses (104) | \$100.00 | Monthly expenses (104) | \$1,000.00 |
| Monthly expenses (1,000) dep | \$1 | Monthly expenses (1,000) dep | \$1 |

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. $01^{\circ} 32' 10''$ W. a distance of 55.00 feet and S. $88^{\circ} 27' 50''$ 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. $88^{\circ} 27' 50''$ 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. $85^{\circ} 36' 05''$ W. a distance of 200.25 feet to a point of intersection and a corner of this tract;

THENCE N. $88^{\circ} 27' 50''$ 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. $01^{\circ} 32' 10''$ W. a distance of 65.00 feet and N. $88^{\circ} 27' 50''$ 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. $01^{\circ} 51' 20''$ E. a distance of 845.29 feet to a point for a corner of this tract;

THENCE S. $88^{\circ} 08' 40''$ E. a distance of 859.55 feet to a point for an ell corner of this tract;

THENCE N. $01^{\circ} 51' 20''$ E. a distance of 1769.53 feet to a point for an ell corner of this tract;

THENCE N. $88^{\circ} 24' 19''$ W. a distance of 644.59 feet to a point for a corner of this tract;

THENCE N. $01^{\circ} 35' 41''$ E. a distance of 272.86 feet to a point for a corner of this tract;

THENCE N. $26^{\circ} 41' 44''$ 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 $03^{\circ} 21' 43''$, a chord distance of 33.15 feet and a chord bearing of S. $61^{\circ} 37' 25''$ E., to a point of intersection and a corner of this tract;

THENCE N. $76^{\circ} 19' 31''$ E. a distance of 14.33 feet to a point of intersection and a corner of this tract;

EXHIBIT A

EXHIBIT 2

THENCE N. $32^{\circ} 05' 09''$ E. a distance of 9.00 feet to a point of intersection and a corner of this tract;

THENCE N. $01^{\circ} 48' 38''$ 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. $88^{\circ} 11' 22''$ W. a distance of 336.47 feet and N. $01^{\circ} 48' 38''$ 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. $88^{\circ} 11' 22''$ 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. $88^{\circ} 08' 40''$ 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. $88^{\circ} 06' 18''$ E. a distance of 55.00 feet and N. $01^{\circ} 53' 42''$ 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. $01^{\circ} 53' 42''$ 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 of intersection and a corner of this tract;

THENCE S. $04^{\circ} 45' 27''$ W. a distance of 200.25 feet to a point of intersection and a corner of this tract;

THENCE S. $01^{\circ} 53' 42''$ 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 of intersection and a corner of this tract;

THENCE S. $46^{\circ} 42' 56''$ 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

| TAX YEAR | PROPOSED | | | | | Totals |
|---|------------------|---------------|----------------|----------------|----------------|----------------|
| | 2018 | 2019 | 2020 | 2021 | 2022 | |
| 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 |
| @ 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 | | | | | | |
| <u>Park 1 Maintenance</u> | | | | | | |
| Park on 137th/138th by Lift Station (1 acre) | \$ - | - | 9,600 | 9,792 | 9,988 | 29,380 |
| <u>Park 2 Maintenance</u> | | | | | | |
| Pocket Park SW/4 | - | - | 2,400 | 2,448 | 2,497 | 7,345 |
| <u>Park 3 Maintenance</u> | | | | | | |
| Park Located in NW/4 | - | - | - | 2,400 | 2,448 | 4,848 |
| <u>Park 4 Maintenance</u> | | | | | | |
| Playa Lake Park (9 acres approx) | - | - | - | - | 65,280 | 65,280 |
| <u>Park 5 Maintenance</u> | | | | | | |
| Approx 1/2 Acre Park in NE/4 | - | - | - | - | - | - |
| <u>Park 6 Maintenance</u> | | | | | | |
| Approx 1/2 Acre Park in SE/4 | - | - | - | - | - | - |
| <u>Signage</u> | | | | | | |
| Neighborhood Entry Signs | - | - | 1,000 | 1,000 | 1,000 | 3,000 |
| <u>Common Green Space Maintenance</u> | | | | | | |
| Walking Paths to Connect Parks (Path and Landscape) | - | - | - | - | - | - |
| <u>Electric Cost for Park Lighting</u> | | | | | | |
| Proposed parks 1,4 | - | - | 1,800 | 1,836 | 1,873 | 5,509 |
| <u>Electric Cost for Irrigation</u> | | | | | | |
| Proposed Parks 1,4 | - | - | 1,380 | 1,408 | 1,436 | 4,224 |
| <u>Electric Cost for Irrigation</u> | | | | | | |
| Proposed Parks 2,3,5,6 | - | - | 14,400 | 14,688 | 14,982 | 44,070 |
| <u>Administrative Costs</u> | | | | | | |
| - | - | 4,500 | 4,587 | 3,357 | 9,950 | 22,394 |
| <u>Annual Operation Costs</u> | | | | | | |
| - | - | 4,500 | 4,635 | 4,774 | 4,917 | 18,826 |
| <u>Capital Outlay (Developer)</u> | | | | | | |
| - | - | - | - | - | - | - |
| Total Expenditure | \$ - | 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

TAX YEAR

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

FISCAL YEAR REVENUES

Interest
Assessment @ \$0.12
Total Revenue

EXPENSES

1-Acre Park - 2355 138th Street
Pocket Park 1 - 14001 Avenue W
Pocket Park 2 - 2124 135th Street
Playa Lake Park - 1912 146th St. / 14307 Avenue U
Basin Park Maintenance- 13525 Sherman Avenue
Walking Trail - Avenue U
Entry Sign - Loop 88 & Avenue U
Entry Sign - University Ave & 138th St
Public Fencing
Repairs
Public Improvement Projects
Park Equipment Maintenance
Electric Cost
Water Cost
Administrative Cost
Annual Operation Cost
Total Expenditures

Cash Reserves

- *Property Value growth rate = 2% annually
- **Expense growth rate = 2% annually

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

| | Adopted Budget | Proposed Budget | Projected | | | | | Totals |
|---------|----------------|-----------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | | | 2023 | 2024 | 2025 | 2026 | 2027 | |
| | 352,284,009 | 426,396,508 | 464,924,438 | 503,247,927 | 540,312,885 | 581,119,143 | 581,119,143 | 581,119,143 |
| | 334,669,809 | 405,076,683 | 441,678,216 | 478,085,531 | 513,297,241 | 552,063,186 | 552,063,186 | 552,063,186 |
| 2023-24 | | | | | | | | |
| | 11,831 | 18,674 | 16,760 | 15,925 | 16,191 | 17,537 | 17,537 | 96,919 |
| \$ | 401,604 | 486,092 | 530,014 | 573,703 | 615,957 | 662,476 | 662,476 | 3,269,845 |
| \$ | 413,435 | 504,766 | 546,774 | 589,628 | 632,148 | 680,013 | 680,013 | 3,366,764 |
| | | | | | | | | |
| \$ | 20,000 | 25,000 | 25,500 | 26,010 | 26,530 | 27,061 | 27,061 | 150,101 |
| 12,500 | 14,000 | 14,280 | 14,566 | 14,857 | 14,857 | 15,154 | 15,154 | 85,357 |
| 12,500 | 14,000 | 14,280 | 14,566 | 14,857 | 14,857 | 15,154 | 15,154 | 85,357 |
| 135,000 | 152,000 | 155,040 | 158,141 | 161,304 | 161,304 | 164,530 | 164,530 | 926,014 |
| 49,000 | 60,000 | 61,200 | 62,424 | 63,672 | 63,672 | 64,946 | 64,946 | 361,242 |
| 15,000 | - | - | - | - | - | - | - | 15,000 |
| 5,000 | - | - | - | - | - | - | - | 5,000 |
| 5,000 | - | - | - | - | - | - | - | 5,000 |
| 6,000 | 20,000 | 20,400 | 20,400 | 20,808 | 21,224 | 21,649 | 21,649 | 110,081 |
| 30,000 | 50,000 | 51,000 | 51,000 | 52,020 | 53,060 | 54,122 | 54,122 | 290,202 |
| 25,000 | 150,000 | 153,000 | 153,000 | 156,060 | 159,181 | 162,365 | 162,365 | 805,606 |
| 15,000 | 15,000 | 15,300 | 15,300 | 15,606 | 15,918 | 16,236 | 16,236 | 93,061 |
| 15,000 | 15,000 | 15,300 | 15,300 | 15,606 | 15,918 | 16,236 | 16,236 | 93,061 |
| 12,000 | 12,000 | 12,240 | 12,240 | 12,485 | 12,734 | 12,989 | 12,989 | 74,448 |
| 15,335 | 15,731 | 16,046 | 16,046 | 16,367 | 16,694 | 17,028 | 17,028 | 97,200 |
| 10,153 | 16,712 | 17,046 | 17,046 | 17,387 | 17,735 | 18,090 | 18,090 | 97,123 |
| \$ | 382,488 | 559,443 | 570,632 | 582,044 | 593,685 | 605,559 | 605,559 | 3,293,852 |
| | | | | | | | | |
| \$ | 533,546 | 478,869 | 455,011 | 462,595 | 501,057 | 575,511 | 575,511 | 575,511 |

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

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0119, reviewing classifications 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; 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

On August 27, 2024, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Northwest Passage Public Improvement District (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. 2021-00152, 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

**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.



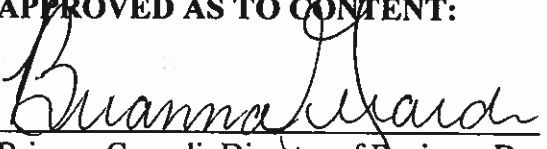
STEVE MASSENGALE, MAYOR PRO TEM

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 §

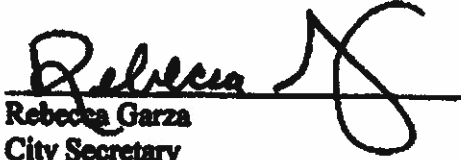
CERTIFICATION OF SUFFICIENT PETITION

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



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.

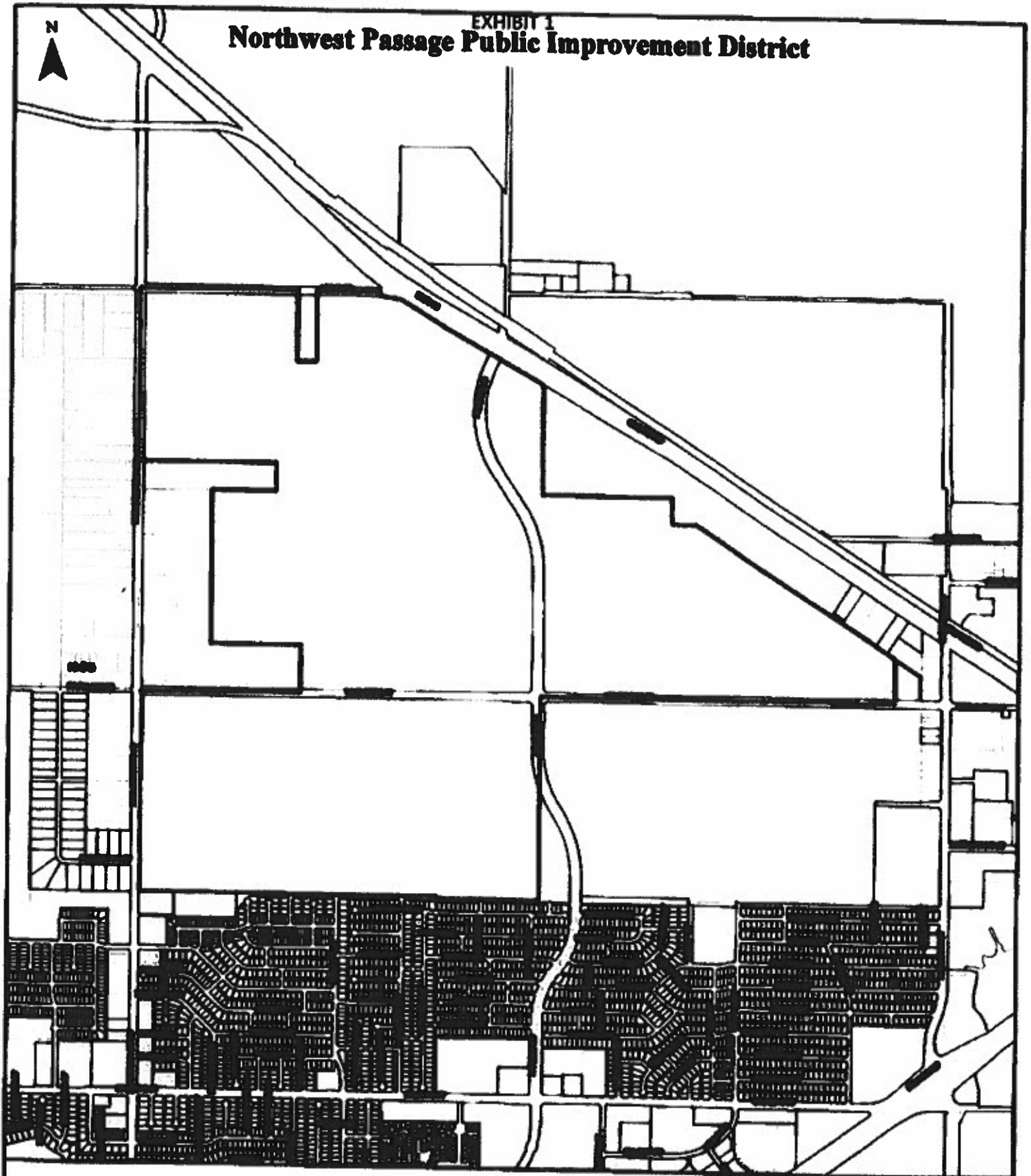
The second test is that the petition must be signed by the record owners of property that constitute more than 50 percent of the number of record owners or the record owners of more than 50 percent of the area within the PID. The petitioners own 100 percent of the total area within the proposed Northwest 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

| | | | | | | | | |
|--------|----------------------|---------------------------------------|----------|--|---|---------------|------------------|------------------|
| R63099 | NWP EB-S PROJECT LLC | 1500 BROADWAY ST LUBBOCK, TX 79401 | STE 1500 | | BLK 15 SEC 11 AB 343 TR A AC: 233.7 | 233.70 | 1,168,500 | 1,168,500 |
| R66307 | NWP EB-S PROJECT LLC | 1500 BROADWAY ST LUBBOCK, TX 79401 | STE 1500 | | BLK A SEC 14 AB 851 TR A OF S/ 2 AC: 206.14 | 206.14 | 1,030,700 | 1,030,700 |
| R82421 | NWP EB-S PROJECT LLC | 1500 BROADWAY ST LUBBOCK, TX 79401 | STE 1500 | 5801 URSULINE ST, LUBBOCK, TX 79416 | BLK 15 SEC 6 AB 1492 TR A & A1 OF NW/4 AC: 152.606 | 152.61 | 757,939 | 757,939 |
| R82485 | NWP EB-S PROJECT LLC | 1500 BROADWAY ST LUBBOCK, TX 79401 | STE 1500 | 5201 URSULINE ST, LUBBOCK, TX 79416 | BLK 15 SEC 6 AB 1516 TR B AC: 154.12 | 154.12 | 770,600 | 770,600 |
| R63214 | NWP EB-S PROJECT LLC | 1500 BROADWAY ST LUBBOCK, TX 79401 | STE 1500 | 5523 N CR 2000 | BLK 15 SEC 11 AB 343 TR B AC: 245.49 | 245.49 | 1,273,930 | 1,273,930 |
| | | | | | | 282.05 | 5,001,669 | 5,001,669 |

EXHIBIT 1
Northwest Passage Public Improvement District



Proposed PID Boundary



Parcels



Lot-Block Lines

As required by Chapter 209, Government Code, Products of the Government Code, this product is for informational purposes only 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

8/13/2021



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.



EXHIBIT 1

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

EXHIBIT 1

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: 
Mary McDougal, Manager

By: 
Mont McClendon, Manager

EXHIBIT 1

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

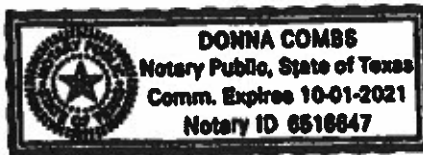


EXHIBIT 1

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 coordinates 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;

EXHIBIT 1

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;

EXHIBIT 1

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.

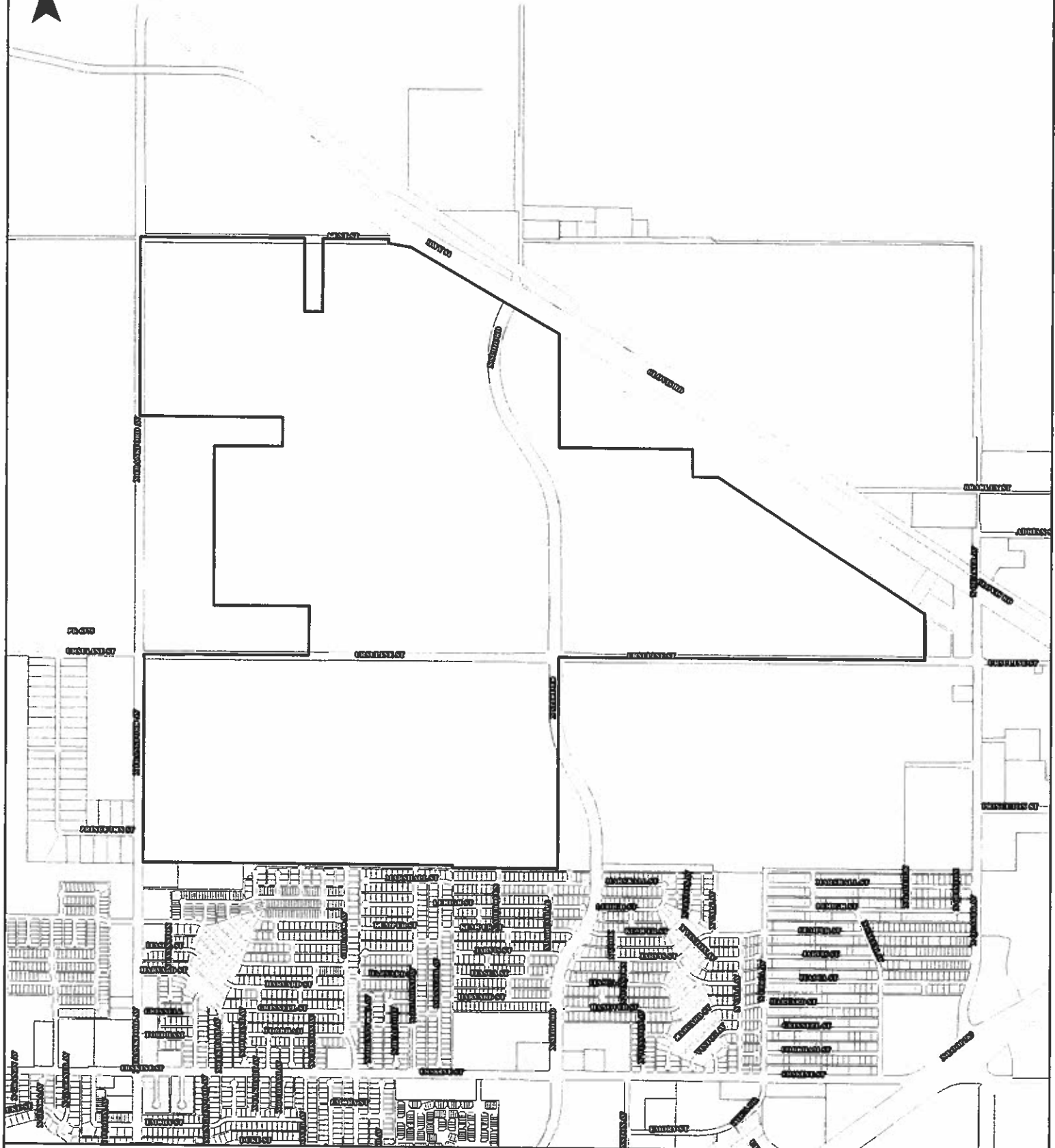
Distances and areas are surface, U.S. Survey Feet.

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

Northwest Passage Public Improvement District



 **Proposed PID Boundary**

 **Parcels**

 **Lot-Block Lines**

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

8/13/2021

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. $01^{\circ}48'19''$ 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. $85^{\circ}19'56''$ 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. $88^{\circ}11'41''$ 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. $43^{\circ}25'50''$ 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. $01^{\circ}20'00''$ 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 $32^{\circ}18'04''$, a chord bearing of N. $14^{\circ}49'02''$ 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. $30^{\circ}58'04''$ 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 $44^{\circ}23'25''$, a chord bearing of N. $08^{\circ}46'22''$ 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 $06^{\circ}54'41''$, a chord bearing of N. $20^{\circ}13'30''$ 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 $09^{\circ}38'59''$, a chord bearing of N. $25^{\circ}26'03''$ 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. $58^{\circ}11'34''$ 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. $88^{\circ}14'14''$ W. a distance of 140.88 feet and S. $01^{\circ}45'46''$ 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. $43^{\circ}27'07''$ 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. $01^{\circ}20'00''$ 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 $30^{\circ}31'25''$, a chord bearing of S. $13^{\circ}55'42''$ 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. $29^{\circ}11'25''$ 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 $30^{\circ}57'31''$, a chord bearing of S. $13^{\circ}42'39''$ E., a chord distance of 760.64 feet to a 1/2" iron rod found at a point of tangency;

THENCE S. $01^{\circ}46'06''$ 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, OPRLCCT;

THENCE N. $88^{\circ}08'27''$ 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. $43^{\circ}08'27''$ 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. $88^{\circ}08'27''$ 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. $46^{\circ}51'33''$ 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. $88^{\circ}08'27''$ 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. $88^{\circ}09'58''$ 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, OPRLCCT;

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, OPRLCCT, 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, OPRLCCT, 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, OPRLECT 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, OPRLECT 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

| Tax Year | PROJECTIONS | | | | | | Totals |
|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | |
| 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

Northwest Passage Public Improvement District

2024 AMENDED SERVICE AND ASSESSMENT PLAN

August 27, 2024



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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- 00152 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 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;

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" 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, OPRCT, 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, OPRCT;

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, OPRCT, 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 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 of 425.00 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, OPRCT, 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, OPRCT, 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, OPRCT, 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, OPRLC, 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 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 112" 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 112" 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 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, OPRLC;

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, OPRLC, 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 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 (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, OPRLC, 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, OPRLC, 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, OPRLC, 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, OPR LCT;

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, OPR LCT, 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, OPR LCT, 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, OPRLECT 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, OPRLECT not currently located in the North Pointe 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

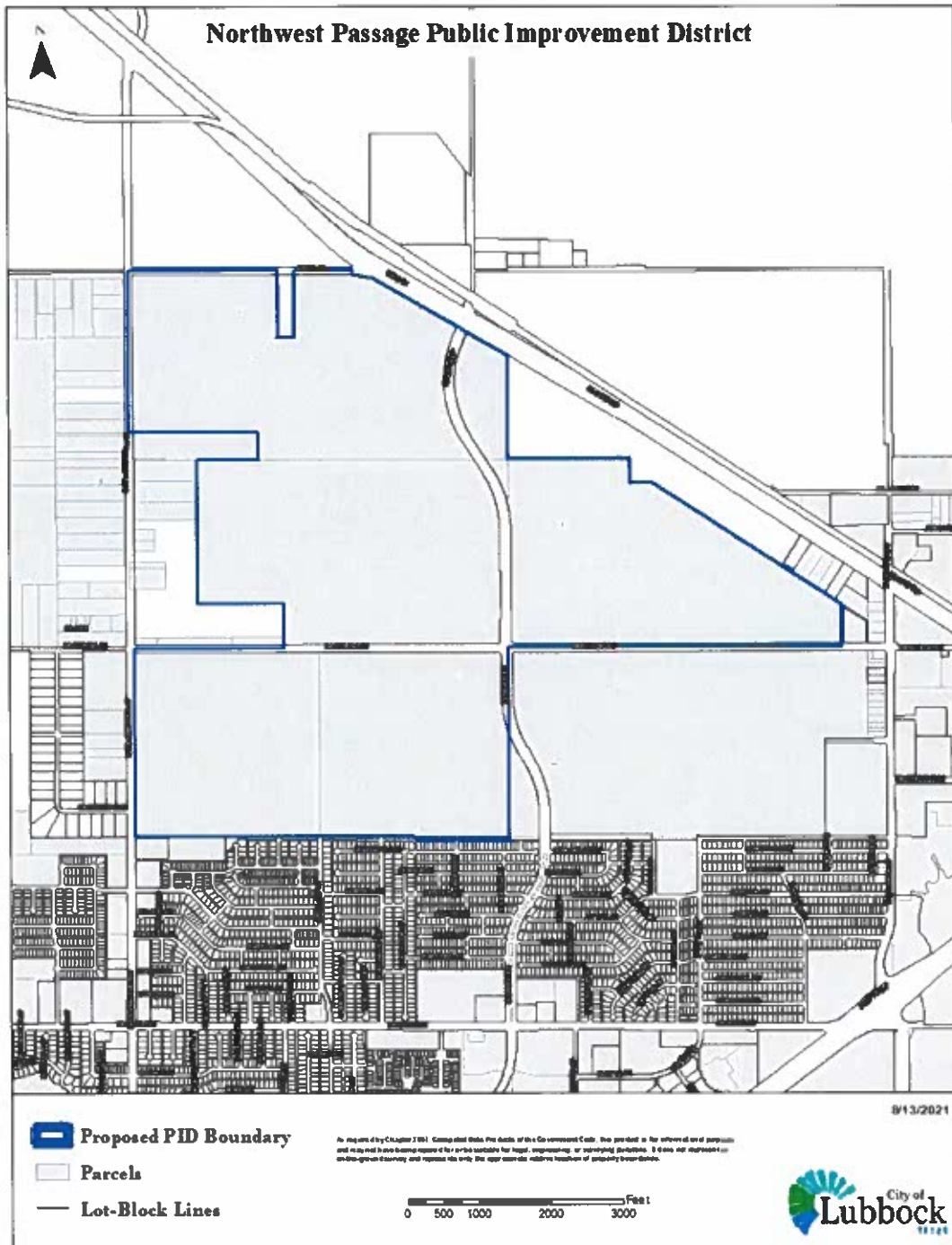


EXHIBIT C – AUTHORIZED IMPROVEMENTS

| | Total Costs (a) | PID Portion | |
|---|--------------------|---------------|-------------------|
| | | % | Cost |
| <i>Public Improvements</i> | | | |
| Drainage (Includes Soft Costs, Contingency and Project Management) | 40,825,434 | | 9,985,000 |
| | 40,825,434 | | 9,985,000 |
| <i>District Formation and Bond Issuance Costs</i> | | | |
| 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 Estimated 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.

EXHIBIT J - BOND DEBT SERVICE SCHEDULE

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 | Change |
|-------------|-----------------------------------|--------------|----------|
| | | Value | |
| 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

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0120, reviewing classifications 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; 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

On August 27, 2024, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Upland Crossing Public Improvement District (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

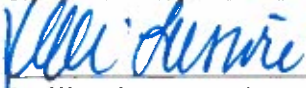
ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Cheryl Brock, 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

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.

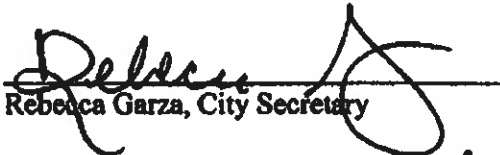
SECTION 6: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council this 8th day of October, 2019.

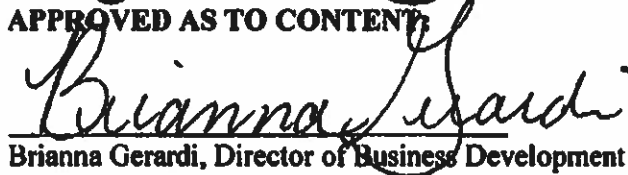


DANIEL M. POPE, MAYOR

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 §

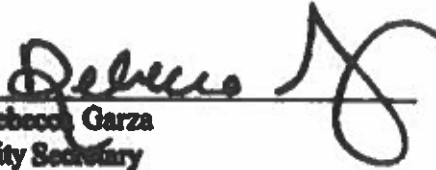
CERTIFICATE TO COPY OF PUBLIC RECORD

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



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.

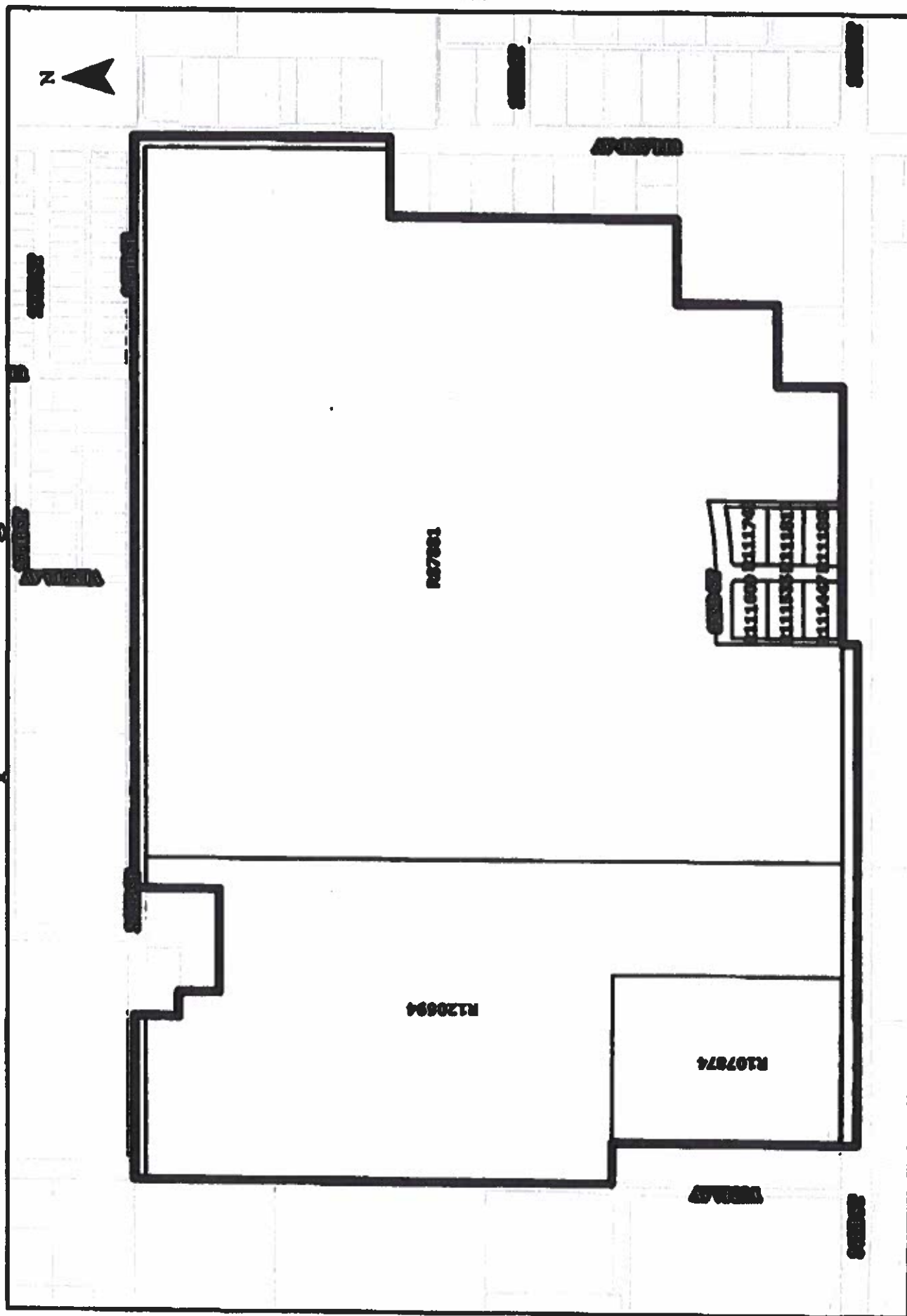
Exhibit 1

Upland Crossing Public Improvement District
LCAD Roll 9-14-19

| Property ID | Owner Name | Mailing Address | Property Address | Legal Description | 2018 Market Value | 2018 Taxable Value |
|-------------|------------------------|--|--|--|-------------------|--------------------|
| R111794 | STOREHOUSE LAND CO LLC | 6205 82ND ST LUBBOCK, TX 79424 | LUBBOCK 79407 | BLK AK SEC 42 AB 031 TR C10 AC: 12.562 | \$8,728 | \$8,728 |
| R111447 | STOREHOUSE LAND CO LLC | 6205 82ND ST LUBBOCK, TX 79424 | LUBBOCK 79407 | WILDERLAND PARK L 1 | 2,100 | 2,100 |
| R111535 | STOREHOUSE LAND CO LLC | 6205 82ND ST LUBBOCK, TX 79424 | LUBBOCK 79407 | WILDERLAND PARK L 2 | 2,100 | 2,100 |
| R111500 | WYENBOUGH HOMES LLC | 6205 82ND ST LUBBOCK, TX 79424-3681 | 5202 VIOLA AVE, LUBBOCK, TX 79407 | WILDERLAND PARK L 3 | 2,090 | 2,090 |
| R111743 | STOREHOUSE LAND CO LLC | 6205 82ND ST LUBBOCK, TX 79424 | LUBBOCK 79407 | WILDERLAND PARK L 4 | 2,100 | 2,100 |
| R111917 | STOREHOUSE LAND CO LLC | 6205 82ND ST LUBBOCK, TX 79424 | LUBBOCK 79407 | WILDERLAND PARK L 5 | 2,130 | 2,130 |
| R111987 | STOREHOUSE LAND CO LLC | 6205 82ND ST LUBBOCK, TX 79424 | LUBBOCK 79407 | WILDERLAND PARK L 6 | 2,200 | 2,200 |
| R120594 | STOREHOUSE LAND CO LLC | 6205 82ND ST LUBBOCK, TX 79424 | LUBBOCK 79407 | BLK AK SEC 42 AB 031 TR C5 AC: 51.161 | \$2,066 | 0,063 |
| R12081 | STOREHOUSE LAND CO LLC | 6205 82ND ST LUBBOCK, TX 79424 | 2802 UPLAND AVE., LUBBOCK, TX 79407 | BLK AK SEC 42 AB 1304 TR 01 & TR 03 AC: 131.787 | \$5,016 | \$5,016 |

Upland Crossing PID

Exhibit 1



Proposed PID Boundary



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: \$700,000 estimated 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

Ron Betenbough, Vice President

Betenbough Homes, LLC

Chris Berry

Chris Berry, Authorized Agent

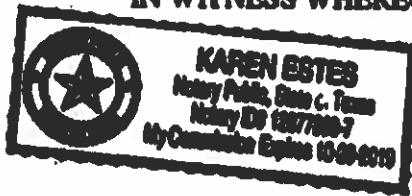
THE STATE OF TEXAS §

§

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 Signature

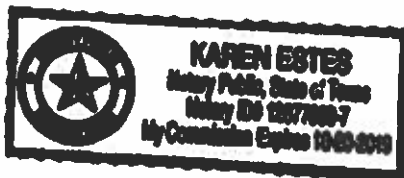
THE STATE OF TEXAS §

§

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 Signature



**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. Bettenbough has purchased 212 acres. Bettenbough 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. Bettenbough 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.



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- 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, Bettenbough 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



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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.

A handwritten signature in black ink, appearing to read 'Chris Berry'. The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Chris Berry

Land Planning Manager

Bettenbough Homes

Exhibit 1

6316 Garza Ave. Suite A Lubbock TX 79424
Phone: 806-467-1267 Fax: 806-708-6975
Texas Firm Registration No. 16087300
E-mail: info@pennsurvey.com
www.pennsurvey.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: 7,269,283.47 and Easting: 907,275.83, Texas Coordinate System of 1983 (2011), Texas North Central Zone, continuing along the south line of said Section 42 for a total distance of 1830.86 feet to a railroad spike found near the centerline of 34th Street for the most southerly southwest corner of this tract, same being the southeast corner of that certain 3.077 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2015003125 of the Official Public Records of Lubbock County, Texas;

THENCE N. 01° 57' 00" E., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "H.R. & Assocs" found in reference, continuing for a total distance of 894.33 feet to a 1/2" iron rod with a cap marked "H.R. & Assocs" found in the west portion of the south line of said 188.5074 acre tract at the northwest corner of said 12.5643 acre tract, same being the

Exhibit 1

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's" found at the northwest corner of said 3.077 acre tract and in the east line of the plat limits of Alcoe 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 Alcoe Park, Tract "A", that certain 10.437 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2009014889 of the Official Public Records of Lubbock County, Texas, and that certain 16.93 acre tract of land described in a Warranty Deed recorded in Volume 8825, Page 153 of the Official Public Records of Lubbock County, Texas, a distance of 1751.28 feet to a 1/2" iron pipe found for the northwest corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, a distance of 595.35 feet to a 1/2" iron rod found at the northwest corner of the plat limits of Garner Addition, Lot 1, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 2678, Page 45 of the Real Property Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W., at a distance of 32.00 feet pass the south right-of-way line of 26th Street, as dedicated with the plat of said Garner Addition, Lot 1, continuing for a total distance of 160.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set for the southwest corner of said Garner Addition, Lot 1, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of said Garner Addition, Lot 1, a distance of 90.00 feet to a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set under a concrete footing for a fence for an ell corner of that certain 3.0 acre tract of land described as a "Save and Except" tract in a Warranty Deed recorded in Volume 4712, Page 259 of the Real Property Records of Lubbock County, Texas, and a corner of said 188.5074 acre tract and this tract;

THENCE S. 01° 48' 38" W. a distance of 149.15 feet to a 1/2" iron rod found at the most southerly southwest corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E. a distance of 376.00 feet to a 1/2" iron rod found at the southeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE N. 01° 49' 00" E. a distance of 309.15 feet to a 1/2" iron rod found at the northeast corner of said 3.0 acre tract for a corner of said 188.5074 acre tract and this tract;

THENCE S. 88° 09' 52" E., along the south line of 26th Street, as currently recognized and occupied on the ground, at a distance of 2701.22 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 2756.22 feet to a spindle found in the east line of said Section 42 and near the centerline of Upland Avenue at the northeast corner of said 188.5074 acre tract and this tract, having coordinates of Northing: 7,271,829.21 and Easting: 910,419.55, Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 52' 43" W., along the east line of said Section 42, a distance of 934.40 feet to a railroad spike found near the centerline of Upland Avenue at the northeast corner of that certain 1.0 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2006018155 of the Official Public Records of Lubbock County, Texas, for a corner of said 188.5074 acre tract and this tract;

THENCE N. 88° 10' 47" W., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 290.40 feet

Exhibit 1

to a 1/2" iron rod with a cap marked "H.R. & Assoc's" 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. & Assoc's" 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. & Assoc's" 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.

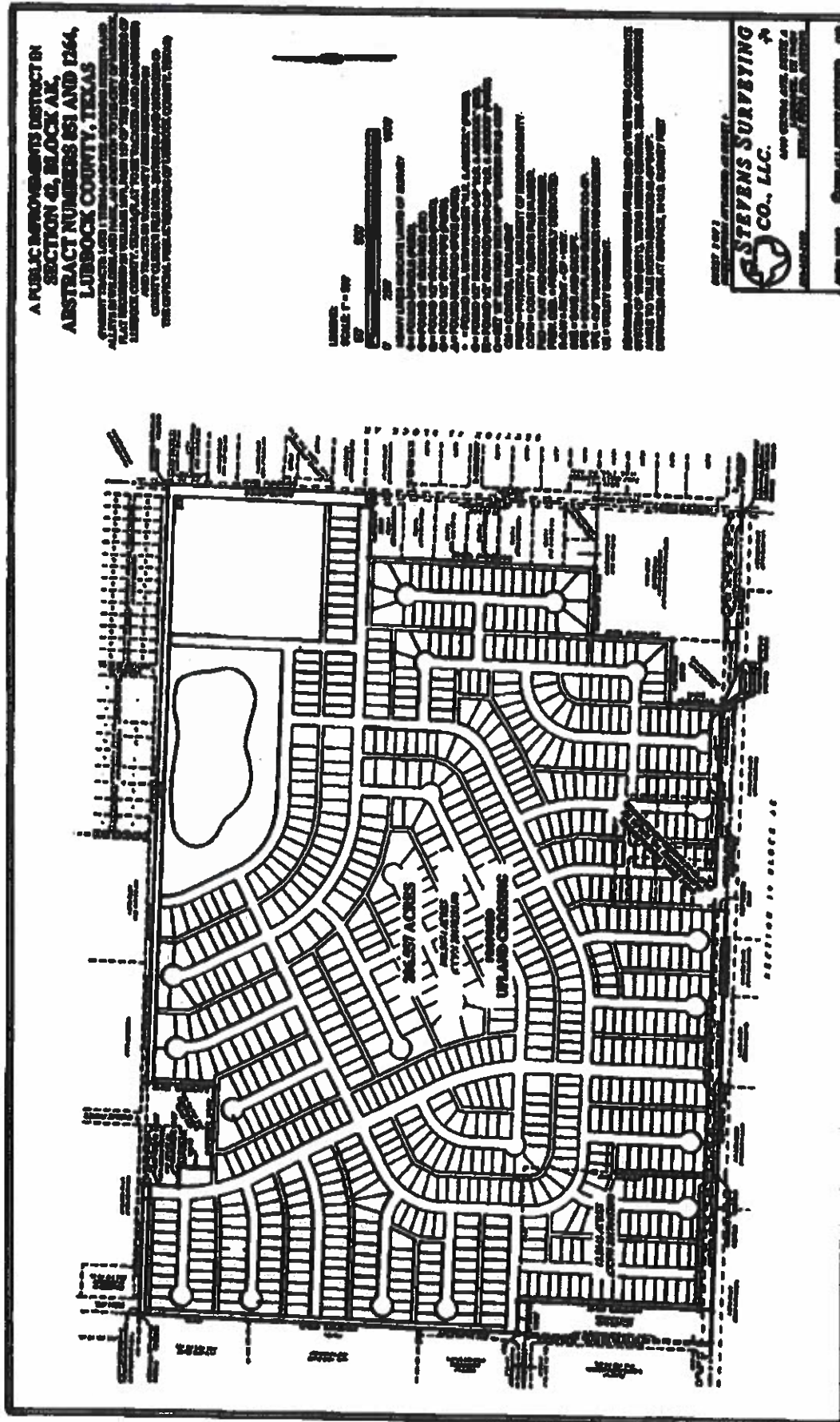


Exhibit 2



Figure 1



Exhibit 2

6310 Genes Ave. Suite A, Lubbock TX, 79424
Phone: 806-687-1549 Fax: 806-702-8995
Texas Firm Registration No. 10087500
E-mail: info@stevensurvey.com
norris@stevensurvey.com

**A PUBLIC IMPROVEMENT DISTRICT IN
SECTION 42, BLOCK AK,
ABSTRACTS NO. 851 AND 1264,
LUBBOCK COUNTY, TEXAS**

(Exhibit Sketch attached as Sheet 2)

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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;

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Exhibit 2

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;

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THENCE N. 88° 10' 47" W., at a distance of 55.00 feet pass a 1/2" iron rod with a cap marked "Stevens RPLS 4339" set in reference, continuing for a total distance of 290.40 feet

Exhibit 2

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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 | Total |
| 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 | 105,389 | 253,219 |
| Total | | \$ - | 1,080 | 21,252 | 47,091 | 78,408 | 105,389 | 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 Plays park with approx 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 work lighting and irrigation | | | | | | | | |
| Proposed parks 1 and 2 | | - | - | - | - | 3,180 | 3,244 | 6,424 |
| Administrative Costs | | | | | | | | |
| Annual Operation Cost | | 1,000 | 3,700 | 4,000 | 4,120 | 4,244 | 4,371 | 21,435 |
| (2019 is only the cost of section 3011 assessment) | | | | | | | | |
| Developer Funding of Costs | | (1,000) | (3,620) | | | | | (4,620) |
| Total | | \$ - | 1,080 | 7,000 | 8,120 | 76,124 | 71,099 | 156,995 |
| Cash Reserves | | \$ - | - | 14,352 | 84,263 | 63,824 | 96,324 | 96,324 |

*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 2023 | Proposed Budget 2024 | Projected | | | | Totals |
|----------------------------------|---------------------------|----------------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| | | | 2025 | 2026 | 2027 | 2028 | |
| TAX YEAR | | | | | | | |
| 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

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0121, reviewing classifications 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; 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

On August 27, 2024, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Upland Crossing 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, 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

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, Bettenbough 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:

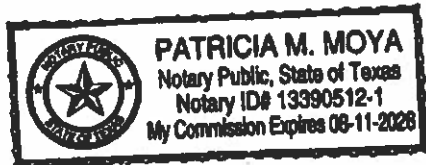
Betenbough Homes LLC


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.



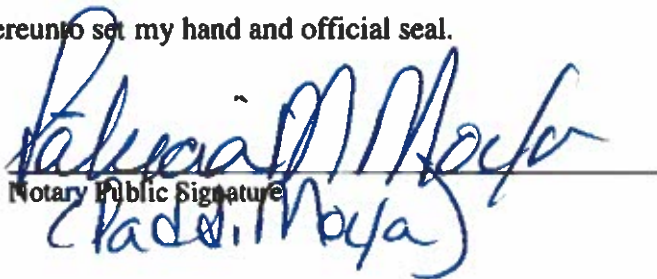

Notary Public Signature
Patricia Moya

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

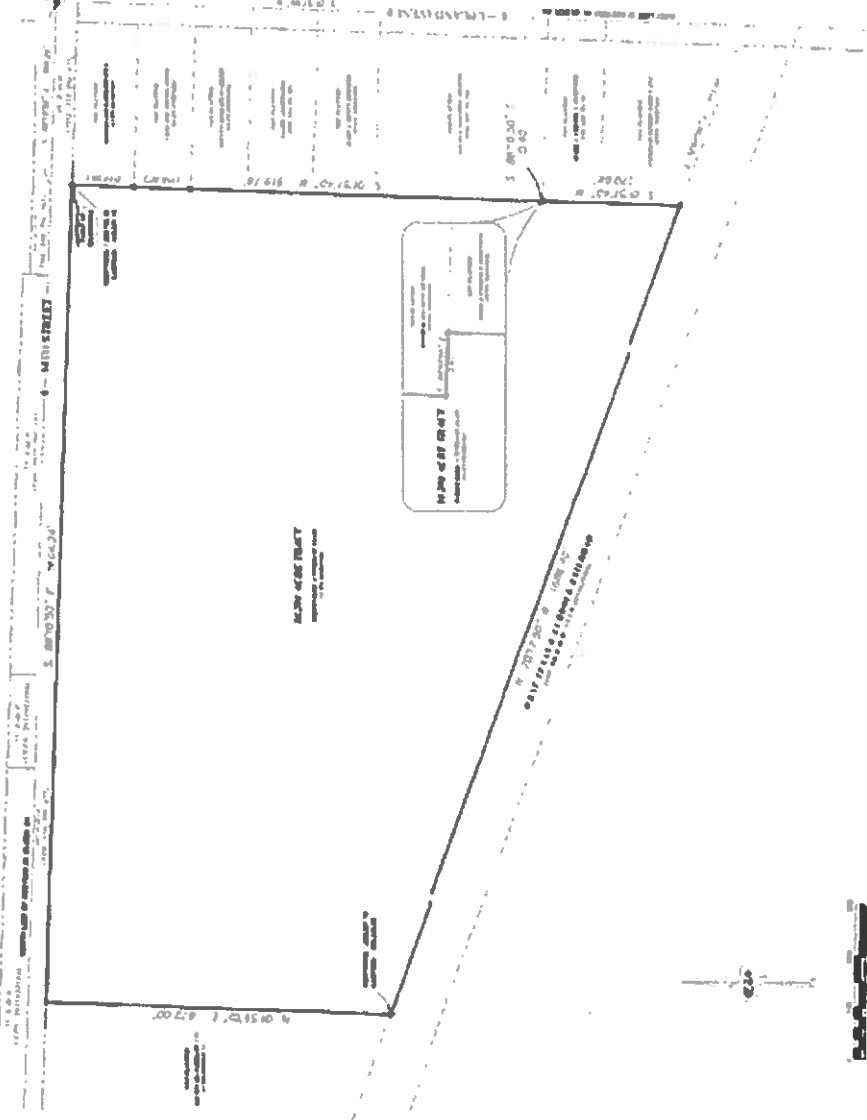
Sketch

A BOUNDARY SURVEY OF

A 34.39 ACRE TRACT OF LAND IN
SECTION 39, BLOCK 48,
C.C. & S.F. R.R. CO. SURV. FY. ABSTRACT NO. 228,
LAWSON COUNTY, TEXAS

THIS SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF MARCH 3, 1879, AND MAY 10, 1890, AND THE RULES OF THE SURVEYING BOARD OF TEXAS.

THIS SURVEY WAS MADE BY ME, THE UNDERSIGNED, A LICENSED SURVEYOR IN THE STATE OF TEXAS, AND I HEREBY CERTIFY THAT THE SAME IS TRUE AND CORRECT.



ALVIN C. BERRY
M. J. BERRY



Surveyed and Platted by
J. H. BERRY
Surveyor

Section 39, Block 48, C.C. & S.F. R.R. Co. Survey, Abstract No. 228, Lawson County, Texas, contains 34.39 acres of land. The survey was made by me, the undersigned, a licensed surveyor in the State of Texas, and I hereby certify that the same is true and correct.

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UC 11 Service Plan

Proposed Revenue/Expense Worksheet

| REVENUES | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | Total |
|---|----------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| | | | | | | | | | | | | | |
| Property Values* | 75 | 125 | | | | | | | | | | | |
| Documented Property Values | 13,125,000 | 35,862,500 | 36,607,105 | 37,420,847 | 38,160,284 | 38,932,649 | 39,711,502 | 40,505,528 | 41,315,639 | 42,141,932 | 42,984,409 | 43,843,087 | 337,897,583 |
| Unrecorded | 11,812,500 | 31,756,250 | 33,018,995 | 33,676,762 | 34,352,338 | 35,059,384 | 35,796,172 | 36,564,976 | 37,364,875 | 38,197,757 | 39,064,719 | 40,000,000 | 321,337,827 |
| 0.57 Assessment @ \$0.07 | - | - | 942 | 960 | 1,000 | 1,020 | 1,040 | 1,060 | 1,080 | 1,100 | 1,120 | 1,140 | 8,435 |
| 0.10 Assessment @ \$0.10 | - | - | 4,268 | 22,215 | 22,460 | 22,705 | 22,950 | 23,195 | 23,440 | 23,685 | 23,930 | 24,175 | 196,983 |
| Total | - | - | 8,619 | 23,177 | 23,468 | 24,003 | 24,538 | 25,073 | 25,608 | 26,143 | 26,678 | 27,213 | 287,279 |
| EXPENSES | | | | | | | | | | | | | |
| Improvement cost cost | | | | | | | | | | | | | |
| Park 1 | | | | | | | | | | | | | |
| Burns Park | \$1,250,000.00 | | | | | | | | | | | | |
| Electric Cost for 2023 | | | | | | | | | | | | | |
| Proposed parks 1 and 2 | | | | | | | | | | | | | |
| Electric and water charges | | | | | | | | | | | | | |
| Proposed Parks 1 and 2 | | | | | | | | | | | | | |
| Administrative Costs | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | |
| Capital Outlay (Debt/Debt) | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | |
| Cash Reserves | | | | | | | | | | | | | |
| *Property Value growth rate = 2% annually | | | | | | | | | | | | | |
| **Capex growth rate = 2% annually | | | | | | | | | | | | | |

| ASSESSMENT INFORMATION | |
|--------------------------|--------------------|
| 2019-2022 | |
| Assessment per \$100,000 | \$79.00 \$ 79.00 |
| 2022-FUTURE | |
| Assessment per \$100,000 | \$100.00 \$ 100.00 |

EXHIBIT A

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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

N



Upland Crossing 2 PID



Parcels



Lot-Block Lines

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.

1/12/2023

Upland Crossing 2 Public Improvement District

2023 SERVICE AND ASSESSMENT PLAN

FEBRUARY 16, 2023



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

City of Lubbock, Texas
Finance Department
Upland Crossing 2 Public Improvement District
Service and Assessment Plan
February 16, 2023

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.

City of Lubbock, Texas
Finance Department
Upland Crossing 2 Public Improvement District
Service and Assessment Plan
February 16, 2023

“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 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 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, 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

City of Lubbock, Texas
Finance Department
Upland Crossing 2 Public Improvement District
Service and Assessment Plan
February 16, 2023

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.

City of Lubbock, Texas
Finance Department
Upland Crossing 2 Public Improvement District
Service and Assessment Plan
February 16, 2023

| Tax Year | Proposed Budget | Projected | | | | Totals |
|---|------------------|----------------|----------------|----------------|----------------|-------------------|
| | 2023 | 2024 | 2025 | 2026 | 2027 | |
| 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.

City of Lubbock, Texas
Finance Department
Upland Crossing 2 Public Improvement District
Service and Assessment Plan
February 16, 2023

List of Exhibits

- | | |
|-----------|-------------------------------|
| Exhibit A | PID Legal Description and Map |
| Exhibit B | Service Plan – 5 Year Plan |
| Exhibit C | Assessment Roll |

Upland Crossing 2 Public Improvement District



 Upland Crossing 2 PID

 Parcels

 Lot-Block Lines

0 125 250 500 Feet



As required by Chapter 2951, 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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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

| Tax Year | Property Values (Taxable) * | Discounted Property Values |
|----------|-----------------------------|----------------------------|
| 2010 | 1,000,000 | 1,000,000 |
| 2011 | 1,050,000 | 1,050,000 |
| 2012 | 1,100,000 | 1,100,000 |
| 2013 | 1,150,000 | 1,150,000 |
| 2014 | 1,200,000 | 1,200,000 |
| 2015 | 1,250,000 | 1,250,000 |
| 2016 | 1,300,000 | 1,300,000 |
| 2017 | 1,350,000 | 1,350,000 |
| 2018 | 1,400,000 | 1,400,000 |
| 2019 | 1,450,000 | 1,450,000 |
| 2020 | 1,500,000 | 1,500,000 |
| 2021 | 1,550,000 | 1,550,000 |
| 2022 | 1,600,000 | 1,600,000 |
| 2023 | 1,650,000 | 1,650,000 |
| 2024 | 1,700,000 | 1,700,000 |
| 2025 | 1,750,000 | 1,750,000 |
| 2026 | 1,800,000 | 1,800,000 |
| 2027 | 1,850,000 | 1,850,000 |
| 2028 | 1,900,000 | 1,900,000 |
| 2029 | 1,950,000 | 1,950,000 |
| 2030 | 2,000,000 | 2,000,000 |
| 2031 | 2,050,000 | 2,050,000 |
| 2032 | 2,100,000 | 2,100,000 |
| 2033 | 2,150,000 | 2,150,000 |
| 2034 | 2,200,000 | 2,200,000 |
| 2035 | 2,250,000 | 2,250,000 |
| 2036 | 2,300,000 | 2,300,000 |
| 2037 | 2,350,000 | 2,350,000 |
| 2038 | 2,400,000 | 2,400,000 |
| 2039 | 2,450,000 | 2,450,000 |
| 2040 | 2,500,000 | 2,500,000 |
| 2041 | 2,550,000 | 2,550,000 |
| 2042 | 2,600,000 | 2,600,000 |
| 2043 | 2,650,000 | 2,650,000 |
| 2044 | 2,700,000 | 2,700,000 |
| 2045 | 2,750,000 | 2,750,000 |
| 2046 | 2,800,000 | 2,800,000 |
| 2047 | 2,850,000 | 2,850,000 |
| 2048 | 2,900,000 | 2,900,000 |
| 2049 | 2,950,000 | 2,950,000 |
| 2050 | 3,000,000 | 3,000,000 |
| 2051 | 3,050,000 | 3,050,000 |
| 2052 | 3,100,000 | 3,100,000 |
| 2053 | 3,150,000 | 3,150,000 |
| 2054 | 3,200,000 | 3,200,000 |
| 2055 | 3,250,000 | 3,250,000 |
| 2056 | 3,300,000 | 3,300,000 |
| 2057 | 3,350,000 | 3,350,000 |
| 2058 | 3,400,000 | 3,400,000 |
| 2059 | 3,450,000 | 3,450,000 |
| 2060 | 3,500,000 | 3,500,000 |
| 2061 | 3,550,000 | 3,550,000 |
| 2062 | 3,600,000 | 3,600,000 |
| 2063 | 3,650,000 | 3,650,000 |
| 2064 | 3,700,000 | 3,700,000 |
| 2065 | 3,750,000 | 3,750,000 |
| 2066 | 3,800,000 | 3,800,000 |
| 2067 | 3,850,000 | 3,850,000 |
| 2068 | 3,900,000 | 3,900,000 |
| 2069 | 3,950,000 | 3,950,000 |
| 2070 | 4,000,000 | 4,000,000 |
| 2071 | 4,050,000 | 4,050,000 |
| 2072 | 4,100,000 | 4,100,000 |
| 2073 | 4,150,000 | 4,150,000 |
| 2074 | 4,200,000 | 4,200,000 |
| 2075 | 4,250,000 | 4,250,000 |
| 2076 | 4,300,000 | 4,300,000 |
| 2077 | 4,350,000 | 4,350,000 |
| 2078 | 4,400,000 | 4,400,000 |
| 2079 | 4,450,000 | 4,450,000 |
| 2080 | 4,500,000 | 4,500,000 |
| 2081 | 4,550,000 | 4,550,000 |
| 2082 | 4,600,000 | 4,600,000 |
| 2083 | 4,650,000 | 4,650,000 |
| 2084 | 4,700,000 | 4,700,000 |
| 2085 | 4,750,000 | 4,750,000 |
| 2086 | 4,800,000 | 4,800,000 |
| 2087 | 4,850,000 | 4,850,000 |
| 2088 | 4,900,000 | 4,900,000 |
| 2089 | 4,950,000 | 4,950,000 |
| 2090 | 5,000,000 | 5,000,000 |
| 2091 | 5,050,000 | 5,050,000 |
| 2092 | 5,100,000 | 5,100,000 |
| 2093 | 5,150,000 | 5,150,000 |
| 2094 | 5,200,000 | 5,200,000 |
| 2095 | 5,250,000 | 5,250,000 |

Fiscal Year Revenues

Basin Park Maintenance

Annual Operating Cost

Administrative Costs

Total

Cash Reserve

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 |

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 | Legal Description | 2023 Market Value | 2023 Estimated Taxable Value | 2023 Estimated Assessment |
|-------------|----------------------|--|---|------------------------|-------------------|------------------------------|---------------------------|
| 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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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 |
|-------------|----------------------|--|---|-----------------------|-------------------|------------------------------|---------------------------|
| 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 |

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 |
|-------------|----------------------|--|---|-----------------------|-------------------|------------------------------|---------------------------|
| 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 |

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 |
|-------------|----------------------|--|---|------------------------|-------------------|------------------------------|---------------------------|
| 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
Finance Department
Upland Crossing 2 Public Improvement District
Amended Service and Assessment Plan
August 27, 2024

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City of Lubbock, Texas
Finance Department
Upland Crossing 2 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 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

City of Lubbock, Texas
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Upland Crossing 2 Public Improvement District
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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.

City of Lubbock, Texas
Finance Department
Upland Crossing 2 Public Improvement District
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August 27, 2024

“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

City of Lubbock, Texas
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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

Upland Crossing 2 Public Improvement District



 Upland Crossing 2 PID

 Parcels

 Lot-Block Lines

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.

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 |

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 |
|-------------|---|---|------------------------------------|----------------------------|---------------------|---------------------------|
| 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 |

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 |
|-------------|---|--|---------------------------------------|----------------------------|---------------------|---------------------------|
| 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 |

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 |
|-------------|--------------------------------------|---|---|----------------------------|---------------------|---------------------------|
| 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 |

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 |
|-------------|---|---|---|----------------------------|---------------------|---------------------------|
| 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 URBANA 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

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0122, reviewing classifications 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; 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

On August 27, 2024, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Upland Crossing 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

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



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. Bettenbough Homes has purchased/optioned almost 21.646 acres. Bettenbough 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. Bettenbough 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.

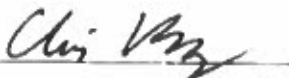
15. This requirement is addressed in Section 6 of the accompanying Petition.

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

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 Signature
Paddi Moya



AMD Engineering and Surveying

**A 21.646 ACRE TRACT IN
THE SOUTHWEST QUARTER OF
SECTION 43, BLOCK AK,
E.L. & R.R. 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. $88^{\circ} 11' 07''$ 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. $01^{\circ} 54' 23''$ 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. $88^{\circ} 11' 07''$ 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;

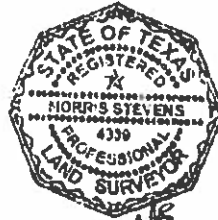
THENCE S. $01^{\circ} 54' 23''$ W., along the west plat limits of said Pine Hills Addition at a distance of 32.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of said 26th Street, continuing at a distance of 45.69 feet pass the south right-of-way line 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. $88^{\circ} 08' 47''$ 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 $-1^{\circ} 53' 35.55''$ 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



201-2023

**Revised 1/20/2022 Corrected the bearing on the 8th call

210574 Sec 43 Utk AK. Turner Tract.

EXHIBIT B

Sketch

APPENDIX

A 2.66 ACRE TRACT IN
THE SOUTHWEST QUARTER OF
SECTION 44 BLOCK 4K,
R.L. MC D. SURVEY, DISTRICT
11, HOCKEY COUNTY, TEXAS

SECTION 40202 IS AN
E.L. & M.L. IN CL. SURVEY, DISTRICT NO. 184,
LINCOLN COUNTY, TEXAS

Only use these tags: **h1**, **h2**, **h3**, **h4**, **h5**, **h6**, **h7**, **h8**, **h9**, **h10**, **h11**, **h12**, **h13**, **h14**, **h15**, **h16**, **h17**, **h18**, **h19**, **h20**, **h21**, **h22**, **h23**, **h24**, **h25**, **h26**, **h27**, **h28**, **h29**, **h30**, **h31**, **h32**, **h33**, **h34**, **h35**, **h36**, **h37**, **h38**, **h39**, **h40**, **h41**, **h42**, **h43**, **h44**, **h45**, **h46**, **h47**, **h48**, **h49**, **h50**, **h51**, **h52**, **h53**, **h54**, **h55**, **h56**, **h57**, **h58**, **h59**, **h60**, **h61**, **h62**, **h63**, **h64**, **h65**, **h66**, **h67**, **h68**, **h69**, **h70**, **h71**, **h72**, **h73**, **h74**, **h75**, **h76**, **h77**, **h78**, **h79**, **h80**, **h81**, **h82**, **h83**, **h84**, **h85**, **h86**, **h87**, **h88**, **h89**, **h90**, **h91**, **h92**, **h93**, **h94**, **h95**, **h96**, **h97**, **h98**, **h99**, **h100**, **h101**, **h102**, **h103**, **h104**, **h105**, **h106**, **h107**, **h108**, **h109**, **h110**, **h111**, **h112**, **h113**, **h114**, **h115**, **h116**, **h117**, **h118**, **h119**, **h120**, **h121**, **h122**, **h123**, **h124**, **h125**, **h126**, **h127**, **h128**, **h129**, **h130**, **h131**, **h132**, **h133**, **h134**, **h135**, **h136**, **h137**, **h138**, **h139**, **h140**, **h141**, **h142**, **h143**, **h144**, **h145**, **h146**, **h147**, **h148**, **h149**, **h150**, **h151**, **h152**, **h153**, **h154**, **h155**, **h156**, **h157**, **h158**, **h159**, **h160**, **h161**, **h162**, **h163**, **h164**, **h165**, **h166**, **h167**, **h168**, **h169**, **h170**, **h171**, **h172**, **h173**, **h174**, **h175**, **h176**, **h177**, **h178**, **h179**, **h180**, **h181**, **h182**, **h183**, **h184**, **h185**, **h186**, **h187**, **h188**, **h189**, **h190**, **h191**, **h192**, **h193**, **h194**, **h195**, **h196**, **h197**, **h198**, **h199**, **h200**, **h201**, **h202**, **h203**, **h204**, **h205**, **h206**, **h207**, **h208**, **h209**, **h210**, **h211**, **h212**, **h213**, **h214**, **h215**, **h216**, **h217**, **h218**, **h219**, **h220**, **h221**, **h222**, **h223**, **h224**, **h225**, **h226**, **h227**, **h228**, **h229**, **h230**, **h231**, **h232**, **h233**, **h234**, **h235**, **h236**, **h237**, **h238**, **h239**, **h240**, **h241**, **h242**, **h243**, **h244**, **h245**, **h246**, **h247**, **h248**, **h249**, **h250**, **h251**, **h252**, **h253**, **h254**, **h255**, **h256**, **h257**, **h258**, **h259**, **h260**, **h261**, **h262**, **h263**, **h264**, **h265**, **h266**, **h267**, **h268**, **h269**, **h270**, **h271**, **h272**, **h273**, **h274**, **h275**, **h276**, **h277**, **h278**, **h279**, **h280**, **h281**, **h282**, **h283**, **h284**, **h285**, **h286**, **h287**, **h288**, **h289**, **h290**, **h291**, **h292**, **h293**, **h294**, **h295**, **h296**, **h297**, **h298**, **h299**, **h300**, **h301**, **h302**, **h303**, **h304**, **h305**, **h306**, **h307**, **h308**, **h309**, **h310**, **h311**, **h312**, **h313**, **h314**, **h315**, **h316**, **h317**, **h318**, **h319**, **h320**, **h321**, **h322**, **h323**, **h324**, **h325**, **h326**, **h327**, **h328**, **h329**, **h330**, **h331**, **h332**, **h333**, **h334**, **h335**, **h336**, **h337**, **h338**, **h339**, **h340**, **h341**, **h342**, **h343**, **h344**, **h345**, **h346**, **h347**, **h348**, **h349**, **h350**, **h351**, **h352**, **h353**, **h354**, **h355**, **h356**, **h357**, **h358**, **h359**, **h360**, **h361**, **h362**, **h363**, **h364**, **h365**, **h366**, **h367**, **h368**, **h369**, **h370**, **h371**, **h372**, **h373**, **h374**, **h375**, **h376**, **h377**, **h378**, **h379**, **h380**, **h381**, **h382**, **h383**, **h384**, **h385**, **h386**, **h387**, **h388**, **h389**, **h390**, **h391**, **h392**, **h393**, **h394**, **h395**, **h396**, **h397**, **h398**, **h399**, **h400**, **h401**, **h402**, **h403**, **h404**, **h405**, **h406**, **h407**, **h408**, **h409**, **h410**, **h411**, **h412**, **h413**, **h414**, **h415**, **h416**, **h417**, **h418**, **h419**, **h420**

1. The first step is to identify the problem. This involves understanding the situation and the goals that need to be achieved.

[illegible]

1-5

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

CONFIDENTIAL



THE UNIVERSITY OF CHICAGO

UC 3 Service Plan

Proposed Revenue/Expense Worksheet

| | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 |
|--------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| REVENUE | | | | | | | | | | | | | |
| off / Home cloud | | | | | | | | | | | | | |
| Property Values* | | | | | | | | | | | | | |
| Decommissioned Property Values | | | | | | | | | | | | | |
| Interest | | | | | | | | | | | | | |
| U110 Assessment at \$0.10 | | | | | | | | | | | | | |
| U110 Assessment at \$0.10 | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | |
| EXPENSES | | | | | | | | | | | | | |
| Improvement at end | | | | | | | | | | | | | |
| Part 1 | | | | | | | | | | | | | |
| Beam Park | | | | | | | | | | | | | |
| Electric Cost for earth | | | | | | | | | | | | | |
| Proposed parks 1 and 2 | | | | | | | | | | | | | |
| Electric and water services | | | | | | | | | | | | | |
| Proposed Parks 1 and 2 | | | | | | | | | | | | | |
| Administrative Costs | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | |
| Net Change (Over/Under) | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | |
| Cost Reserve | | | | | | | | | | | | | |

*Property Value growth rate - 2% annually
 **Expense growth rate - 2% annually

| ASSESSMENT INFORMATION | |
|--------------------------|--------------------|
| 2018-2029 | \$100.00 \$ 100.00 |
| Assessment per \$100,000 | |
| 2027 Future | \$100.00 \$ 100.00 |
| Assessment per \$100,000 | |



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

Norris Stevens
Registered Professional Land Surveyor,
State of Texas, Seal No. 4339



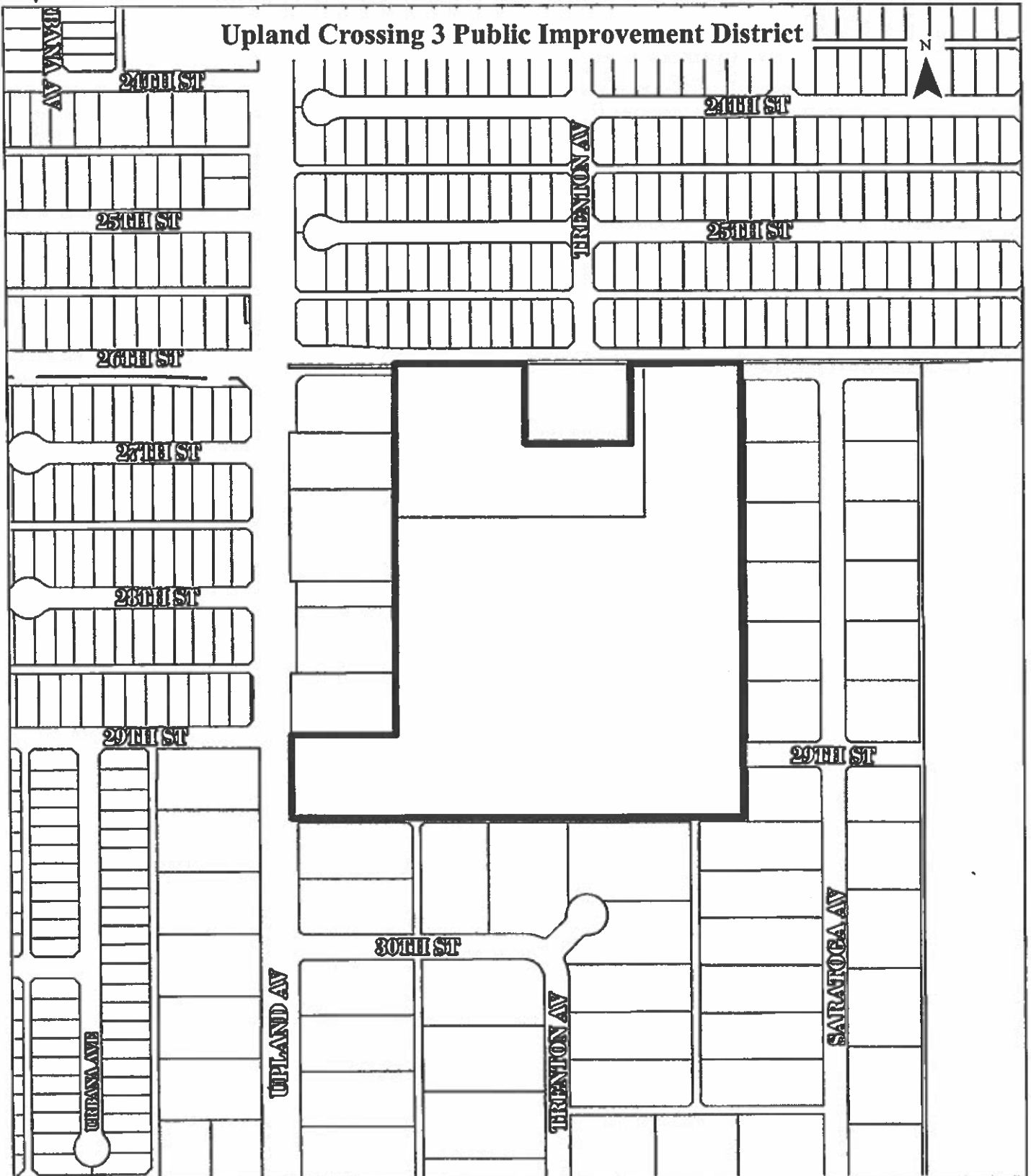
NS
2-01-2023

**Revised 1/20/2022 Corrected the bearing on the 8th call

210574 Sec 43 Blk AK, Turner Tract.

Upland Crossing 3 Public Improvement District

N



 Upland Crossing 3 PID

 Parcels

 Lot-Block Lines

0 125 250 500 Feet



As required by Chapter 265.1, 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

Upland Crossing 3 Public Improvement District

2023 SERVICE AND ASSESSMENT PLAN

FEBRUARY 16, 2023



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

City of Lubbock, Texas
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Upland Crossing 3 Public Improvement District
Service and Assessment Plan
February 16, 2023

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.

City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Service and Assessment Plan
February 16, 2023

“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 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 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, 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

City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Service and Assessment Plan
February 16, 2023

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

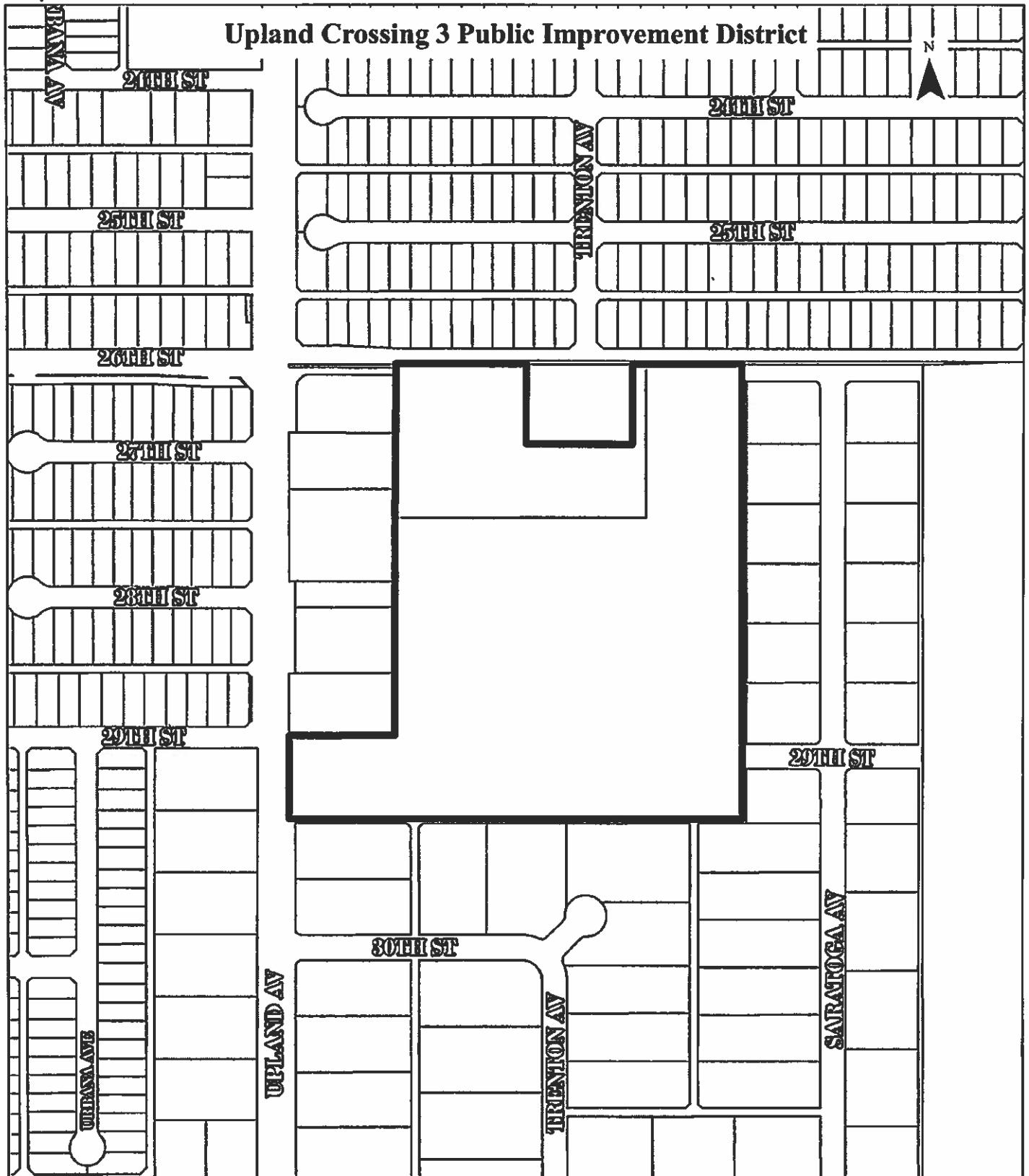
City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
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adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative 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



As required by Chapter 201, Generalized Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or on the basis of a legal, engineering, or surveying purpose. It does not represent an on-the-ground survey and represents only the approximate location of property boundaries.

1/31/2023



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**A 21.646 ACRE TRACT IN
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E.L. & R.R. 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. 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;

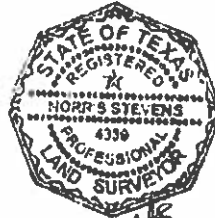
THENCE S. 01° 54' 23" W., along the west plat limits of said Pine Hills Addition at a distance of 32.00 feet pass a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south right-of-way line of said 26th Street, continuing at a distance of 45.69 feet pass the south right-of-way line of 26th 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

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.

2 01-2023

Exhibit B
City of Lubbock, TX
Finance Department
Upland Crossing 3 Public Improvement District
2023 Preliminary Service Plan
February 16, 2023

Service Plan

Tax Year
Property Values (Taxable) *
Discounted Property Values

Fiscal Year Revenues
Interest Earnings
Assessment @ \$0.18
Total

Expenses

Basin Park Maintenance
Annual Operating Cost
Administrative Costs
Total

Cash Reserve

Assessment Information for \$100,000 Home

\$180

| Proposed Budget 2023 | Projected | | | | | Totals |
|----------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | 2024 | 2025 | 2026 | 2027 | 2028 | |
| 58,165 | 17,559,328 | 17,910,515 | 18,268,725 | 18,634,100 | | 18,634,100 |
| 52,349 | 15,803,395 | 16,119,463 | 16,441,853 | 16,770,690 | | 16,770,690 |
| 2023-24 | 2024-25 | 2025-26 | 2026-27 | 2027-28 | Totals* | |
| \$ - | - | 71 | 47 | 21 | \$ 139 | |
| 94 | 28,446 | 29,015 | 29,595 | 30,187 | | 117,338 |
| \$ 94 | 28,446 | 29,086 | 29,642 | 30,208 | \$ | 117,477 |
| \$ - | - | 15,000 | 15,300 | 15,606 | \$ | 45,906 |
| 6,000 | 6,000 | 6,120 | 6,242 | 6,367 | | 30,730 |
| 4,000 | 9,000 | 9,180 | 9,364 | 9,551 | | 41,094 |
| \$ 10,000 | 15,000 | 30,300 | 30,906 | 31,524 | \$ | 117,730 |
| \$ (9,906) | 3,540 | 2,326 | 1,062 | 1,011 | \$ | 1,011 |

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
Finance Department
Upland Crossing 3 Public Improvement District
Amended Service and Assessment Plan
August 27, 2024

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| Section IV: Service Plan/Sources and Uses of Funds | 5 |
| Section V: Assessment Plan | 6 |
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| 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.

City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Amended Service and Assessment Plan
August 27,2024

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.

City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Amended Service and Assessment Plan
August 27,2024

“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,

City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Amended Service and Assessment Plan
August 27,2024

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

City of Lubbock, Texas
Finance Department
Upland Crossing 3 Public Improvement District
Amended Service and Assessment Plan
August 27,2024

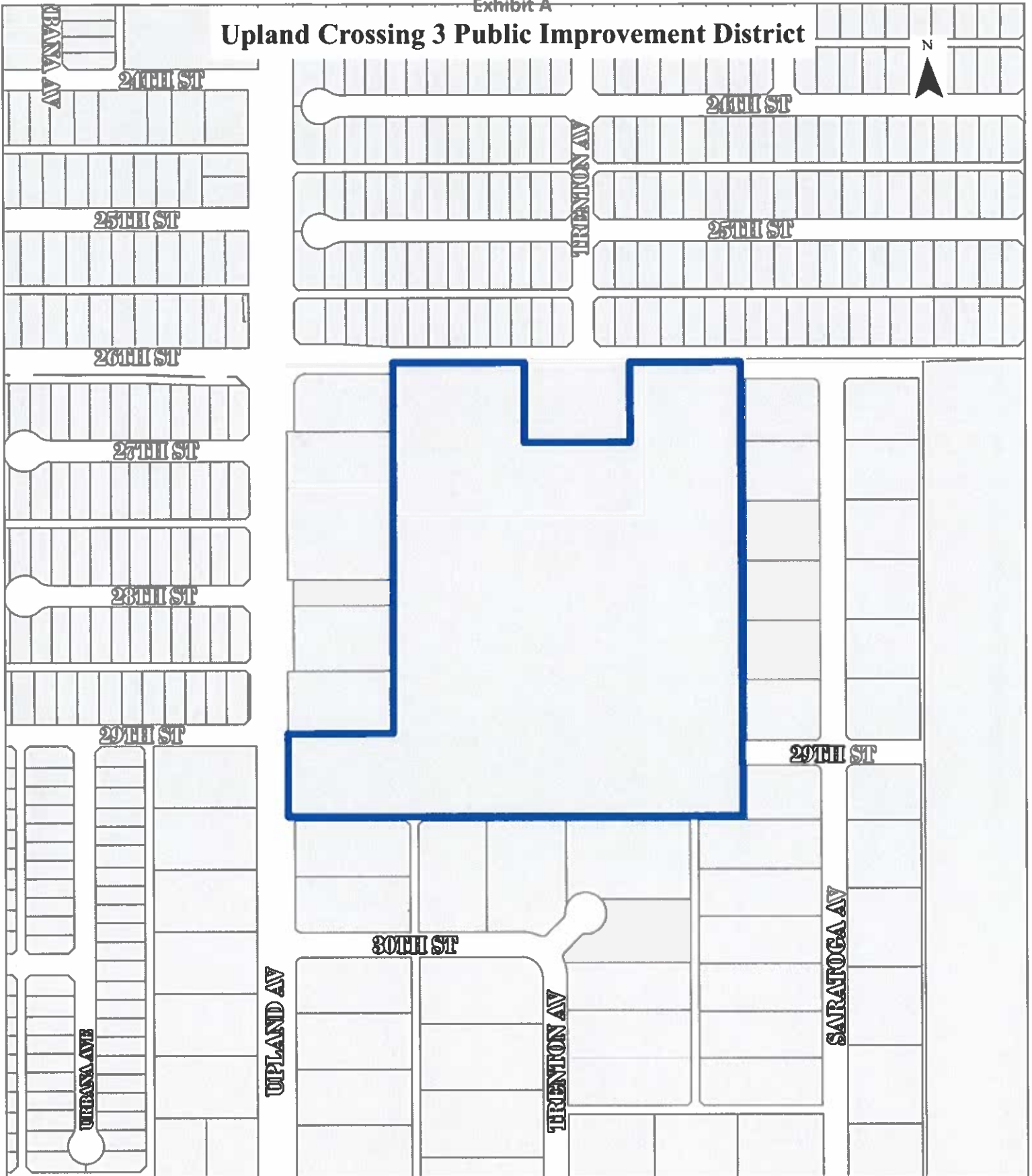
adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative costs.

List of Exhibits

- | | |
|-----------|-------------------------------|
| Exhibit A | PID Legal Description and Map |
| Exhibit B | Assessment Roll |
| Exhibit C | PID Assessment Notice |

Upland Crossing 3 Public Improvement District

N



 Upland Crossing 3 PID

 Parcels

 Lot-Block Lines

0 125 250 500 Feet



As required by Chapter 2851, 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.



AMD Engineering and Surveying

A 21.646 ACRE TRACT IN THE SOUTHWEST QUARTER OF SECTION 43, BLOCK AK, E.L. & R.R. 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 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



2-01-2023

**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 5 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

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0123, 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; 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

On August 27, 2024, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the North Overton PID to speak in favor of, or in opposition to, the assessment to be levied in the North Overton PID for 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

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

EXHIBIT A

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.

EXHIBIT A

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

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

EXHIBIT A

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

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

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

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

PASSED by the City Council this 9th day of October, 2003.



T.J. PATTERSON,
SENIOR COUNCIL MEMBER

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

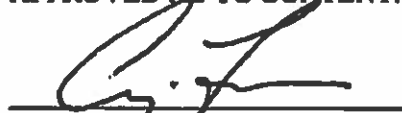

Craig Farmer, Managing Director
of Planning and Transportation

EXHIBIT A

APPROVED AS TO FORM:



Linda L. Chamales
Supervising Attorney, Office Practice

LC/Cityatt/Linda/NO PID findings
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 (SPECIFY IF OTHER) _____ | § |
| COUNTY OF LUBBOCK (SPECIFY IF OTHER) _____ | § |
| This instrument was ACKNOWLEDGED before me this ____ day of _____, 2002 by _____ | |
| Notary Public, 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-of-way of the alley between 4th Street and 5th Streets;

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

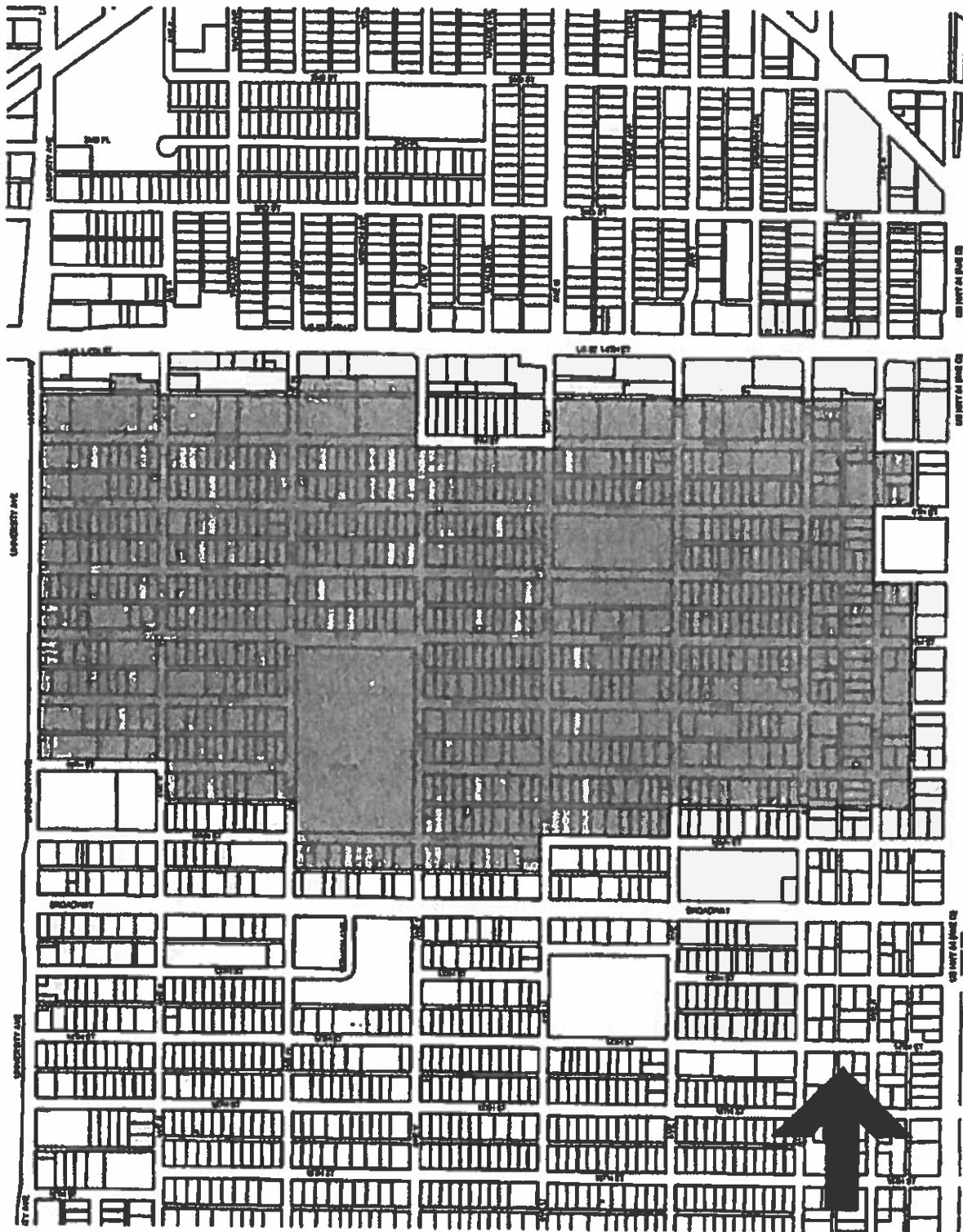
Then west along the northern right-of-way of the alley between Main Street and Broadway to the eastern right-of-way of Avenue W;

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

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

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

Then west to the point of beginning.



 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 2023 | Proposed Budget 2024 | Projected | | | | Totals |
|----------------------------------|---------------------------|----------------------------|------------------|------------------|------------------|------------------|---------------------|
| | | | 2025 | 2026 | 2027 | 2028 | |
| Tax Year | | | | | | | |
| Property Values (Taxable Values) | 560,862,866 | 567,891,990 | 573,570,910 | 579,306,619 | 585,099,685 | 590,950,682 | 590,950,682 |
| Discounted Property Values (95%) | 532,819,772 | 539,497,391 | 544,892,364 | 550,341,288 | 555,844,701 | 561,403,148 | 561,403,148 |
| | | | | | | | |
| Fiscal Year Revenues | | | | | | | |
| 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

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0124, 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; 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

On August 27, 2024, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Quincy Park PID to speak in favor of, or in opposition to, the assessment to be levied in the Quincy Park PID for 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, Interim Chief Financial Officer

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Kelli Leisure", is written over a horizontal line.

Kelli Leisure, Senior Assistant City Attorney

Ord. Quincy Park PID Assessment Ordinance 2024
August 27, 2024

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

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

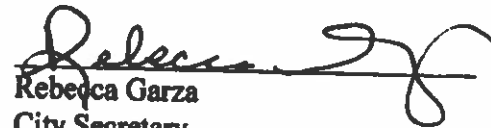
CERTIFICATE OF PUBLIC RECORD

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**

THE STATE OF TEXAS §

§

CITY OF LUBBOCK §

RECEIVED

MAR 11 2009

CITY SECRETARY
LUBBOCK, TEXAS

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

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

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

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

Section 3. Estimated cost of the proposed construction and maintenance of the public improvements: Construction of Improvements - \$381,573.59. Annual maintenance costs - \$32,000.

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

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

property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the costs of the public improvements and maintenance of the public improvements, property will be classified based on the value of the property, or upon a combination of size or type of improvement and value of property.

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

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

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

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

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

[Signature on following page]

PETITIONERS:

Real Property Resources, Inc.

A handwritten signature in black ink, appearing to read "Rick Betenbough", written over a horizontal line.

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.





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 SOUTHEAST 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. $01^{\circ} 58' 32''$ 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;

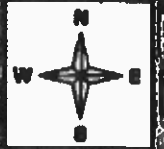
THENCE S. $43^{\circ} 06' 05''$ E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A $1/2''$ IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. $88^{\circ} 10' 42''$ 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. $01^{\circ} 58' 32''$ 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. $88^{\circ} 00' 08''$ 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 = $-01^{\circ} 58' 32''$. DISTANCES ARE ACTUAL SURFACE DISTANCES.

Quincy Park Public Improvement District March 2009
Exhibit A



177.19 Acres

QUINCY AVE

UPLAND AVE

UPLAND AVE

90TH ST

**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;

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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;

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EXHIBIT A

Exhibit "2"

THENCE S. 01° 54' 44" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.13 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT THE SOUTH TERMINUS OF QUITMAN AVENUE AND A CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN E.L. CORNER OF THIS TRACT;

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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;

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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;

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THENCE S. 88° 10' 42" E., ALONG THE SOUTH TERMINUS OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST LINE OF THAT CERTAIN 319.845 TRACT OF LAND DESCRIBED AND

EXHIBIT A

Exhibit "2"

RECORDED IN VOLUME 7451, PAGE 120 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY FOR A CORNER OF THIS TRACT;

THENCE S. $01^{\circ} 58' 32''$ 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. $88^{\circ} 00' 08''$ 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 = $-01^{\circ} 58' 32''$. 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.

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

Calendar Year
Property Values* (Taxable Values)
Discounted Property Values (98%)

Fiscal Year Revenues
Interest Earnings
Assessment @ \$0.15
Assessment @ \$0.14
Total

Expenses
Park & Median Maintenance
Repairs
Public Improvement Project
Park Equipment Maintenance
Electric Cost
Administrative Costs
Annual Operation Cost
Total

Cash Reserve

- *Property Value growth rate = 2% annually
- **Expense growth rate = 2% annually

Assessment Information for \$100,000 Home = \$140

| Adopted Budget | Proposed Budget | Projected | | | | Totals |
|-------------------|-----------------|----------------|----------------|----------------|----------------|---------------------|
| | | 2024 | 2025 | 2026 | 2027 | |
| 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | Totals |
| 175,584,156 | 179,787,778 | 183,383,534 | 187,051,204 | 190,792,228 | 194,608,073 | 194,608,073 |
| 172,072,473 | 176,192,022 | 179,715,863 | 183,310,180 | 186,976,384 | 190,715,911 | 190,715,911 |
| 2023-24 | 2024-25 | 2025-26 | 2026-27 | 2027-28 | 2028-29 | Totals |
| 9,461 | 14,470 | 14,923 | 15,391 | 15,874 | 16,373 | \$ 86,491 |
| 258,109 | | | | | | 258,109 |
| - | 246,669 | 251,602 | 256,634 | 261,767 | 267,002 | 1,283,675 |
| 267,570 | 261,139 | 266,525 | 272,025 | 277,641 | 283,375 | \$ 1,628,275 |
| Expenses | | | | | | |
| \$ 75,000 | 75,000 | 76,500 | 78,030 | 79,591 | 81,182 | \$ 465,303 |
| 25,000 | 25,000 | 25,500 | 26,010 | 26,530 | 27,061 | 155,101 |
| 75,000 | 115,000 | 117,300 | 119,646 | 122,039 | 124,480 | 673,465 |
| 3,200 | 3,200 | 3,264 | 3,329 | 3,396 | 3,464 | 19,853 |
| 4,000 | 4,000 | 4,080 | 4,162 | 4,245 | 4,330 | 24,816 |
| 15,335 | 15,730 | 16,045 | 16,365 | 16,693 | 17,027 | 97,195 |
| 8,953 | 10,262 | 10,467 | 10,677 | 10,890 | 11,108 | 62,357 |
| \$ 206,488 | 248,192 | 253,156 | 258,219 | 263,383 | 268,551 | \$ 1,498,089 |
| \$ 413,421 | 426,367 | 439,736 | 453,543 | 467,800 | 482,524 | \$ 482,524 |

**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

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0125, 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; 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

On August 27, 2024, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Valencia PID to speak in favor of, or in opposition to, the assessment to be levied in the Valencia PID for 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:

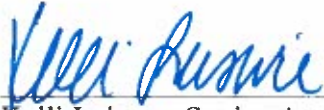
Courtney Paz, City Secretary

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

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

EXHIBIT A

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 14th day of July, 2011, at 9:30 o'clock a.m., in the Council Chambers of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interest person, or his/her representative, to appear and speak for or against the authorization of the Valencia Public Improvement District, the boundaries of the proposed public improvement district, whether all or a part of the territory which is described in Exhibit "2" attached hereto and depicted on the map attached hereto as Exhibit "3" should be included in such proposed Valencia Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of costs between the district and the city as a whole; and

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

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

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

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

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

- (a) That the public hearing on the advisability of authorizing the Valencia Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.
- (b) That authorization of the proposed Valencia Public Improvement District with boundaries as described in Exhibits "2" and "3" for the purpose of maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located

EXHIBIT A

therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District is advisable and will result in benefits to the City, its residents and property owners in the Valencia Public Improvement District.

- (c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately \$56,829 over the next five (5) years, and that the estimated annual cost rises from \$4,500 in year two to \$19,149 in year five (5). Services anticipated are maintenance of 87th Street park and median, electric costs for lights, and operational and administrative costs.
- (d) That the costs are based on a proposed assessment rate of \$0.11 per \$100.00 of valuation through year 2019.
- (e) That as to apportionment of cost between the proposed District and the City, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3: That the City hereby authorizes under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit 2 attached hereto and depicted in the map attached hereto as Exhibit 3 and such public improvement district shall hereafter be identified as the Valencia Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the Valencia Public Improvement District. The City Council may appoint an Advisory Board for management of the District in the future.

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

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

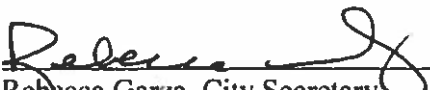
EXHIBIT A

Passed by the City Council on July 14, 2011.



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

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)

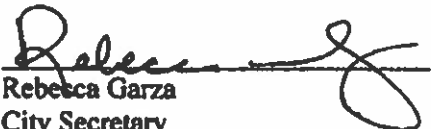

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

EXHIBIT A
Exhibit "I"



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 "I"

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

EXHIBIT A
Exhibit "1"

property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

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

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

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

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

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

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


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

[Signature on following page]

EXHIBIT A
Exhibit "1"

PETITIONERS:

Real Property Resources, Inc.

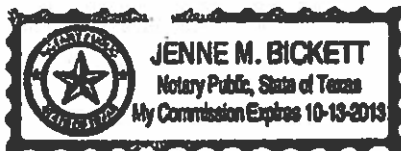


Drew Wegman, Vice-President of Real Property Resources, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

On this, the 8th day of April, 2011, before me, the undersigned Notary Public, personally appeared Drew Wegman who acknowledged that he is Vice-President of Real Property Resources, Inc., and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

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





Notary Public Signature

EXHIBIT A
Exhibit "I"

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 48 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: 7252,079.842 AND EASTING: 916,426.179, TEXAS COORDINATE SYSTEM, TXNCR 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;

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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;

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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. N. 01° 49'

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 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 district 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
Betebough Homes

PARAMETERS & BOUNDS DESCRIPTIONS ON SEPARATE DOCUMENTS

[illegible]

FOOT 7, TEMPOON ONE IS KNOWN AS CHANGING

877 574 5745

STEVENS SURVEYING

800 687-1049 8310 CENTIN SOUTH A
800 441-BIRCHMILL LONDON TX 75044

MARTIN FOR DISTRICTION

Only on the 100% Pure, All-Natural, 100% Guaranteed

Exhibit "I"

Resolution No. 2011-R0310

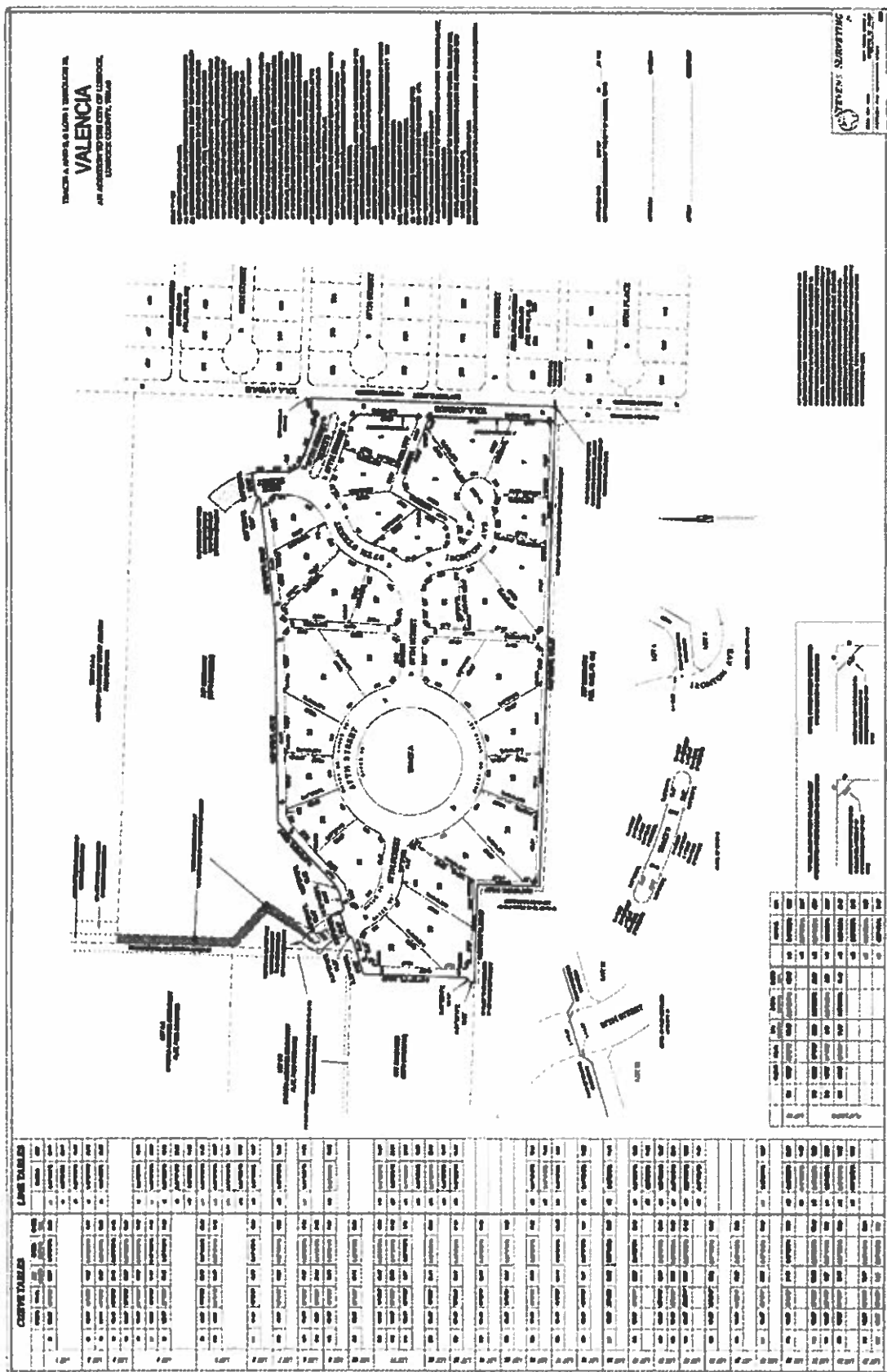


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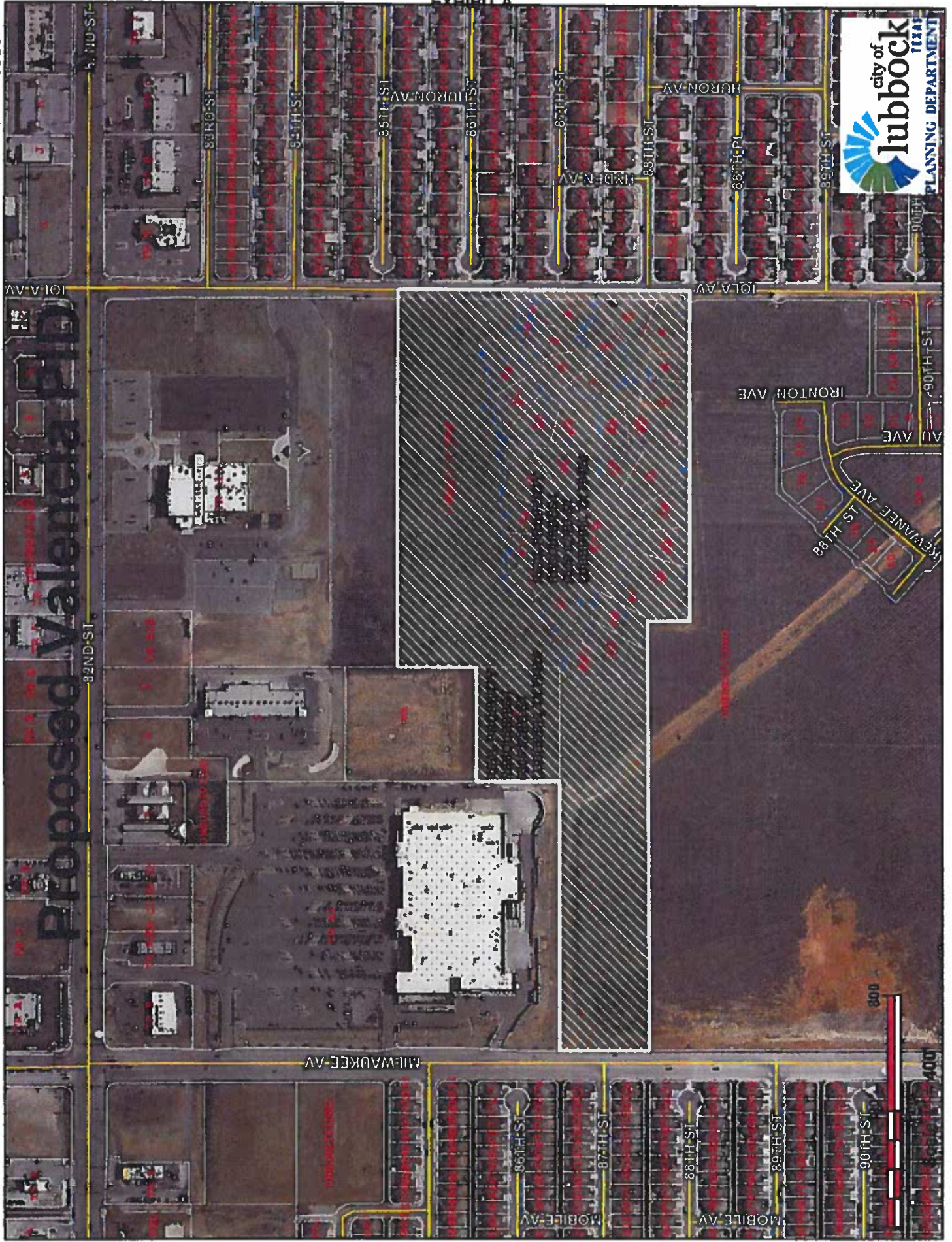


EXHIBIT A

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 | | | | Totals |
|----------------------------------|-------------------|--------------------|----------------|----------------|----------------|----------------|-------------------|
| | | | 2024 | 2025 | 2026 | 2027 | 2028 |
| Tax Year | 2023 | | | | | | |
| 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

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0126, 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; 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

On August 27, 2024, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the North Point PID to speak in favor of, or in opposition to, the assessment to be levied in the North Point PID for 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, Interim Chief Financial Officer

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Ord. North Point PID Assessment Ordinance 2024
August 27, 2024

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:

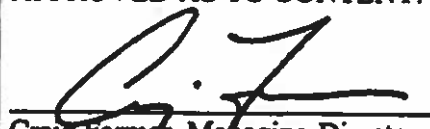
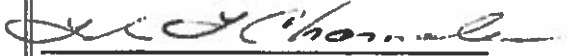

Craig Farmer, Managing Director
of Planning and Transportation

EXHIBIT A

APPROVED AS TO FORM:

for 
John M. Knight
Assistant City Attorney

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

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.

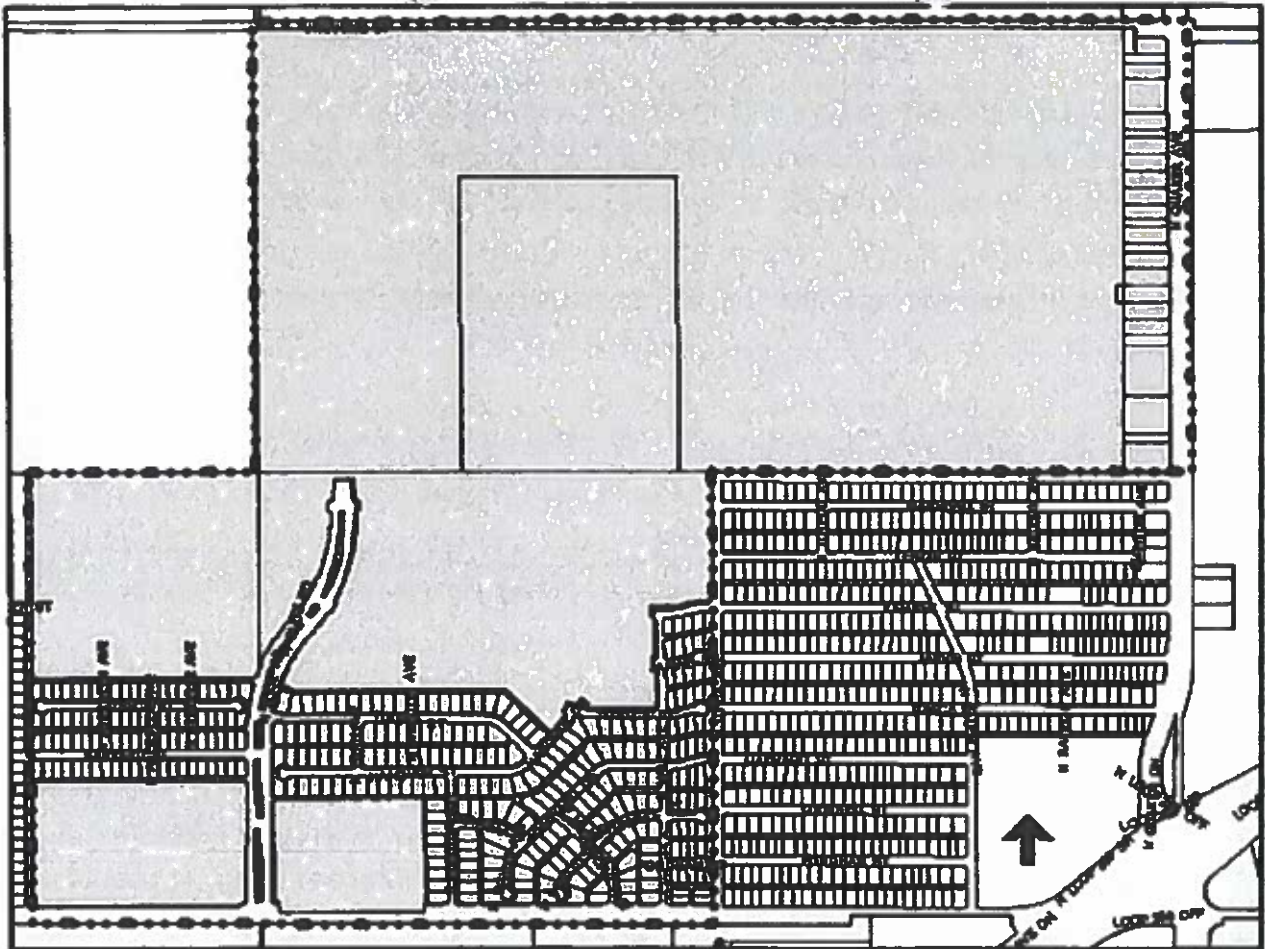
**5240 ITASCA ST,
LUBBOCK, TX 79416**

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"



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

| | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | Total |
|--|------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------|
| Property Values* | 13,800,000 | 57,576,000 | 126,823,820 | 187,043,000 | 248,284,870 | 287,776,500 | 303,723,870 | 308,800,400 | 316,886,500 | 322,318,430 | 327,353,191 | 332,318,430 | 337,353,191 | 3,218,430 |
| Discontinued Property Values | 11,040,000 | 45,808,000 | 100,818,816 | 148,835,182 | 188,427,880 | 228,218,454 | 242,882,783 | 247,848,380 | 252,787,387 | 257,353,191 | 261,818,430 | 266,283,669 | 270,748,908 | 2,518,430 |
| Assessment @ 50.14 | - | - | 15,436 | 84,281 | 141,148 | 288,488 | 278,180 | 88,287 | 87,182 | 86,138 | 85,133 | 84,128 | 83,123 | 1,818,430 |
| Assessment @ 50.04 | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total | - | - | 15,436 | 84,281 | 141,148 | 288,488 | 278,180 | 88,287 | 87,182 | 86,138 | 85,133 | 84,128 | 83,123 | 1,818,430 |
| Expenses—2004 | | | | | | | | | | | | | | |
| Site Remed - field of view A median maintenance | | | | | | | | | | | | | | |
| South of power line, 6.75 acres @ \$2,358 | - | - | 13,872 | 14,148 | 14,432 | 14,711 | 15,015 | 15,318 | 15,622 | 15,925 | 16,228 | 16,531 | 16,834 | 118,880 |
| South of power line (developer) | - | 13,800 | - | - | - | - | - | - | - | - | - | - | - | 13,800 |
| North of power line, 1.50 acres @ \$2,358 | - | - | 1,584 | 3,714 | 3,788 | 3,864 | 3,941 | 4,020 | 4,100 | 4,182 | 4,264 | 4,346 | 4,428 | 28,180 |
| North of power line (developer) | - | 3,800 | 2,588 | - | - | - | - | - | - | - | - | - | - | 5,888 |
| Rotation of color (3 rotations) | - | - | - | 12,480 | 12,734 | 12,988 | 13,242 | 13,496 | 13,750 | 14,004 | 14,258 | 14,512 | 14,766 | 83,816 |
| Rotation of color (developer) | - | 12,800 | 12,348 | - | - | - | - | - | - | - | - | - | - | 24,248 |
| Rehabilitation Entry Station (2) | | | | | | | | | | | | | | |
| General Maintenance (3 rotations of color) | - | - | - | 8,342 | 8,367 | 8,405 | 8,424 | 8,467 | 8,482 | 8,500 | 8,518 | 8,536 | 8,554 | 48,488 |
| General Maintenance (developer) | - | 8,000 | 8,130 | - | - | - | - | - | - | - | - | - | - | 12,130 |
| Site A Site Trade order entry assessment | | | | | | | | | | | | | | |
| 60 ft. wide linear track, (17.5 acres @ \$2,358) | - | - | - | 27,671 | 43,138 | 44,001 | 44,881 | 45,778 | 46,684 | 47,598 | 48,512 | 49,426 | 50,340 | 288,781 |
| 60 ft. wide linear track (developer) | - | 48,858 | 41,482 | 14,821 | - | - | - | - | - | - | - | - | - | 95,734 |
| Capital Outlay | | | | | | | | | | | | | | |
| Const. of track, 60,348 sq. ft. @ \$3.50 = \$211,768 | - | 221,768 | - | - | - | - | - | - | - | - | - | - | - | 221,768 |
| Reimbursement from developer | | | | | | | | | | | | | | |
| Reimbursement for expenses | - | (287,818) | (81,811) | (14,821) | - | - | - | - | - | - | - | - | - | (274,142) |
| Total | - | - | 15,436 | 84,281 | 141,148 | 288,488 | 278,180 | 88,287 | 87,182 | 86,138 | 85,133 | 84,128 | 83,123 | 1,818,430 |
| Cash Reserve | - | - | 0 | 88 | 48 | 0 | 8,451 | 10,353 | 20,253 | 38,754 | 58,754 | 78,754 | 98,754 | 38,754 |

*Property Value growth rate - 2% annually

**Expense growth rate - 2% annually

ASSESSMENT INFORMATION

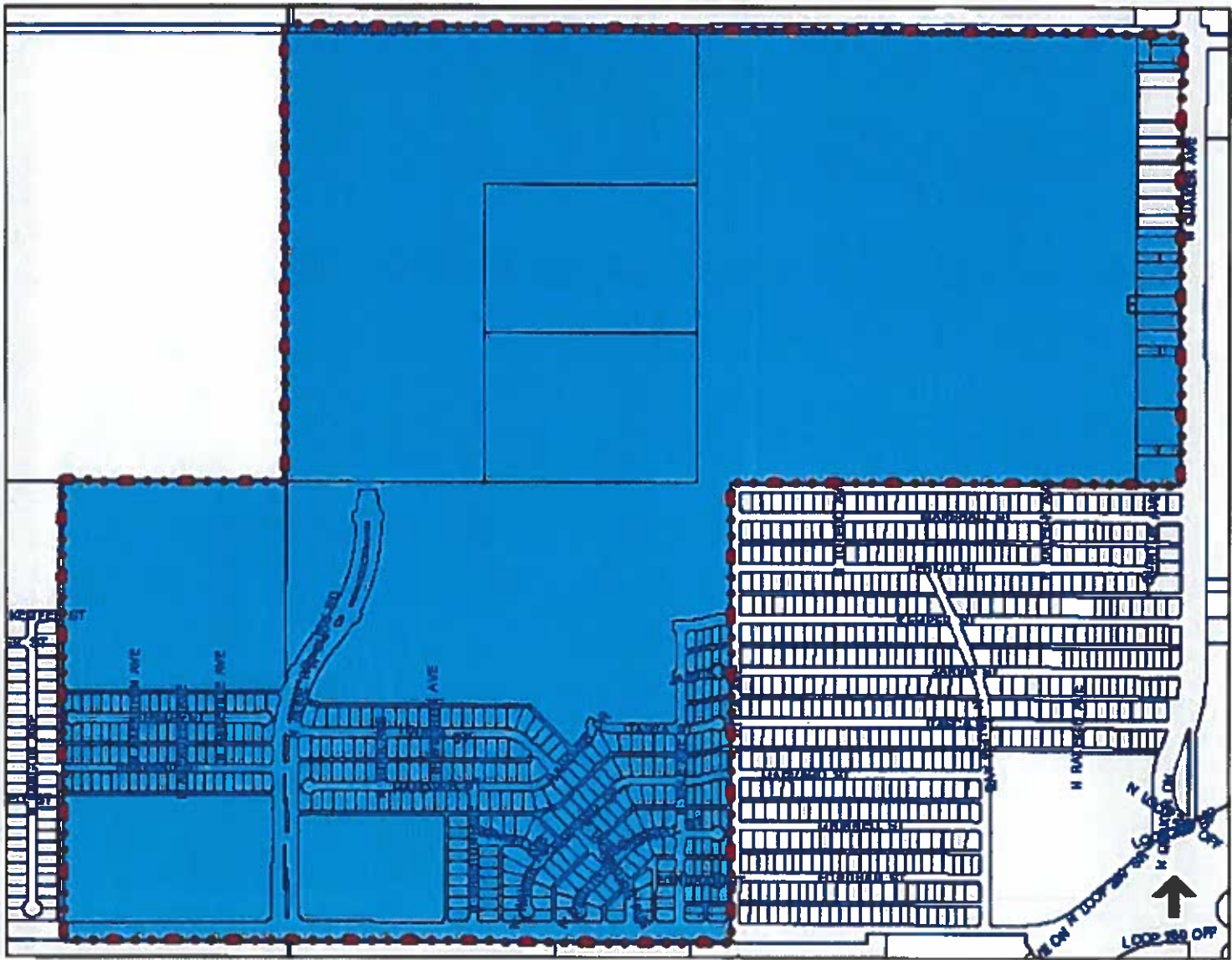
| | | |
|--------------------------|----|--------|
| 2004-2010 | | |
| Assessment per \$100,000 | \$ | 148.00 |
| 2011-2013 | | |
| Assessment per \$100,000 | \$ | 48.00 |

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 | | | | | Totals | |
|------------------------------------|-------------------|--------------------|-----------|-------------|-------------|-------------|-------------|--------------|------|
| | | | 2023 | 2024 | 2025 | 2026 | 2027 | | 2028 |
| Tax Year | | | | | | | | | |
| 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 | | | | | | | | | |
| 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

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2024-O0127, reviewing classifications 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; 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

On August 27, 2024, a public hearing was held, and the City Council approved the first reading of the ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Willow Bend Villas PID to speak in favor of, or in opposition to, the assessment to be levied in the Willow Bend Villas PID for 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, 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

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.



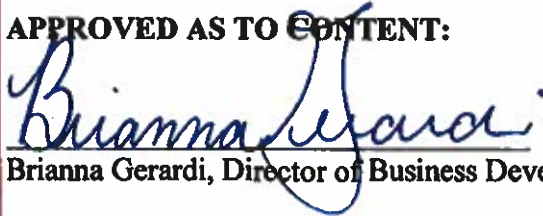
DANIEL M. POPE, MAYOR

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 §

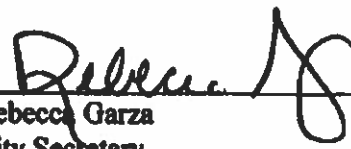
CERTIFICATION OF SUFFICIENT PETITION

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 Villages Projected Assessment Roll | | | | | | |
|--|----------------------|--|----------------|---|---------|-----------------------|
| LCAD Roll 9.14.2021 | | | | | | |
| Property ID | Owner Name | Owner Address | Street Address | Legal Description | Acres | Total Projected Value |
| R30066 | BETENBOUGH HOMES LLC | 6305 82ND ST LUBBOCK, TX 79424-3681 | LUBBOCK 79407 | BLK D6 SEC 6 A8 680 TR D12 & TR C D4 AC: 65.533 LESS ROW | 63.1982 | \$202,107.00 |
| | | | | | | \$202,107.00 |
| | | | | | | \$202,107.00 |

Willow Bend Villas Public Improvement District



Willow Bend Villas PID

Parcels

Lot-Block Lines



As required by Chapter 205C, Massachusetts Data Protection of the Commonwealth Act, the printed in the information purposes and may not have been prepared for or to violate for legal, engineering, or marketing purposes. It does not constitute an offer of the goods and services and represents only the approximate relative location of property boundaries.

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. Bettenbough has purchased/optioned almost 63.1982 acres. Bettenbough 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. Bettenbough will have been responsible for some maintenance before the park system would be deeded over. With having supported some maintenance, we feel we will have an accurate representation of cost to propose for the service plan. So far, all of our proposed service plans, does get reviewed by city staff, and approved by city council.

6. Map of the area is attached to this email and is to be added to the petition.



7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition. We feel that the 2 pocket parks and improved basin area creates a quality of life for the homeowners. Each park area will have a different playscape but will match in color, tying the community together in the park landscaping. The basin will also have some trees on the north side along 19th street protecting the view for the public looking into the community, and for the community as a buffer for 19th street traffic.

9. Each parcel of City-owned land will be identified as a "Tract" at time of platting.

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is approximately \$250,000 and will be paid and constructed by the developer, Betenbough Homes does not desire any reimbursement. The estimated cost of the maintenance is approximately \$25,000 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".

12. Budget is attached in the service plan.

13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at \$.15 per \$100.00 valuation.

14. Documentation of liability insurance will be attached to this letter.

15. Addressed in Section 6 of the petition.

16. Addressed in Section 5 of the petition.

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



BETTENBOUGH
HOMES®

Chris Berry

Chris Berry
Development
Bettenbough 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 §
 §
COUNTY OF LUBBOCK §



On this, the 9th 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 BNG" set in place of a 1/2" iron rod with a cap marked "WSCI" found bent at the intersection of the east right-of-way line of the West Texas and Lubbock Railroad, as described in Volume 6182, Page 346 of the Real Property Records of Lubbock County, Texas, and the south right-of-way line of State Highway 114, also known as 19th Street, as described in Volume 181, Page 214 and Volume 491, Page 47 of the Deed Records of Lubbock County, Texas, at the northwest corner of said 0.19 acre tract for the northwest corner of this said Tract "A" and having coordinates of Northing: 7,274,815.61 and Easting: 897,482.48 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said Section 6 bears N. 01° 48' 46" E. a distance of 65.00 feet and S. 88° 11' 14" E. a distance of 2465.72 feet, as calculated from calls in said railroad right-of-way deed;

THENCE S. 88° 11' 14" E., along said right-of-way line of State Highway 114, a distance of 911.41 feet to a 1/2" iron rod with a cap marked "HRA" found at the northwest corner of that certain 2.0 acre tract of land described in a Warranty Deed recorded in Volume 4730, Page 67 of the Real Property Records of Lubbock County, Texas, for the most northerly northeast corner of this said "Tract A";

THENCE S. 01° 51' 08" W. a distance of 370.84 feet to a 1/2" iron rod found at the southwest corner of said 2.0 acre tract for an ell corner of this said "Tract A";

THENCE S. 88° 11' 59" E. a distance of 234.91 feet to a 1/2" iron rod with a cap marked "WSCI" found at the southeast corner of said 2.0 acre tract for the most easterly northeast corner of this said "Tract A";

THENCE S. 01° 51' 30" W., along the west line of an alley and the west plat limits of Energy Circle, Lots 1 thru 40, an addition to Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1835, Page 129 of the Deed Records of Lubbock County, Texas, at a distance of 1869.46 feet pass a 1/2" iron rod found at the end of said alley, continuing at a distance of 2204.38 feet pass a 1/2" iron rod with a cap marked "HRA" found at the southeast corner of said plat limits of Energy Circle, same being the northwest corner of that certain 11.16 acre tract of land described in a Warranty Deed recorded in County Clerk's file

number 2010001381 of the Official Public Records of Lubbock County, Texas, continuing for a total distance of 2359.76 feet to a 1/2" iron rod with a cap marked "HRA" found in the north right-of-way line of the West Texas and Lubbock railroad, as described in Volume 99, Page 459 of the Deed Records of Lubbock County, Texas, at the southwest corner of said 11.16 acre tract and the southeast corner of this said "Tract A", having coordinates of Northing: 7,272,050.90 and Easting: 898,539.46 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 70° 19' 00" W., along said railroad right-of-way line, a distance of 540.93 feet to a 1/2" iron rod with a cap marked "WSCI" found at a point of intersection at the southeast corner of that certain 8.71 acre right-of-way parcel for the West Texas and Lubbock Railroad described in Volume 6254, Page 30 of the Real Property Records of Lubbock County, Texas, for a corner of this said "Tract A";

THENCE N. 64° 25' 16" W. a distance of 103.01 to a 1/2" iron rod with a cap marked "WSCI" found at a point of intersection in the northeasterly right-of-way line of said railroad for a corner of this said "Tract A";

THENCE northwesterly, along a curve to the right and said railroad right-of-way line, an arc distance of 1049.59 feet, said curve having a radius of 904.93 feet, a delta angle of 66° 27' 17", a chord distance of 991.73 feet and a chord bearing of N. 31° 13' 29" W., to a 1/2" iron rod with a cap marked "WSCI" found at a point of tangency in the east right-of-way line of said railroad for a corner of this said "Tract A";

THENCE N. 02° 00' 10" E., along the east right-of-way line of said railroad at a distance of 1482.82 feet pass the northeast corner of said right-of-way in Volume 6254, Page 30, same being the southeast corner of said right-of-way in Volume 6182, Page 346, and the southwest corner of said 0.19 acre tract, continuing for a total distance of 1691.66 feet to the Point of Beginning. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. Survey feet.

EXHIBIT B

Sketch

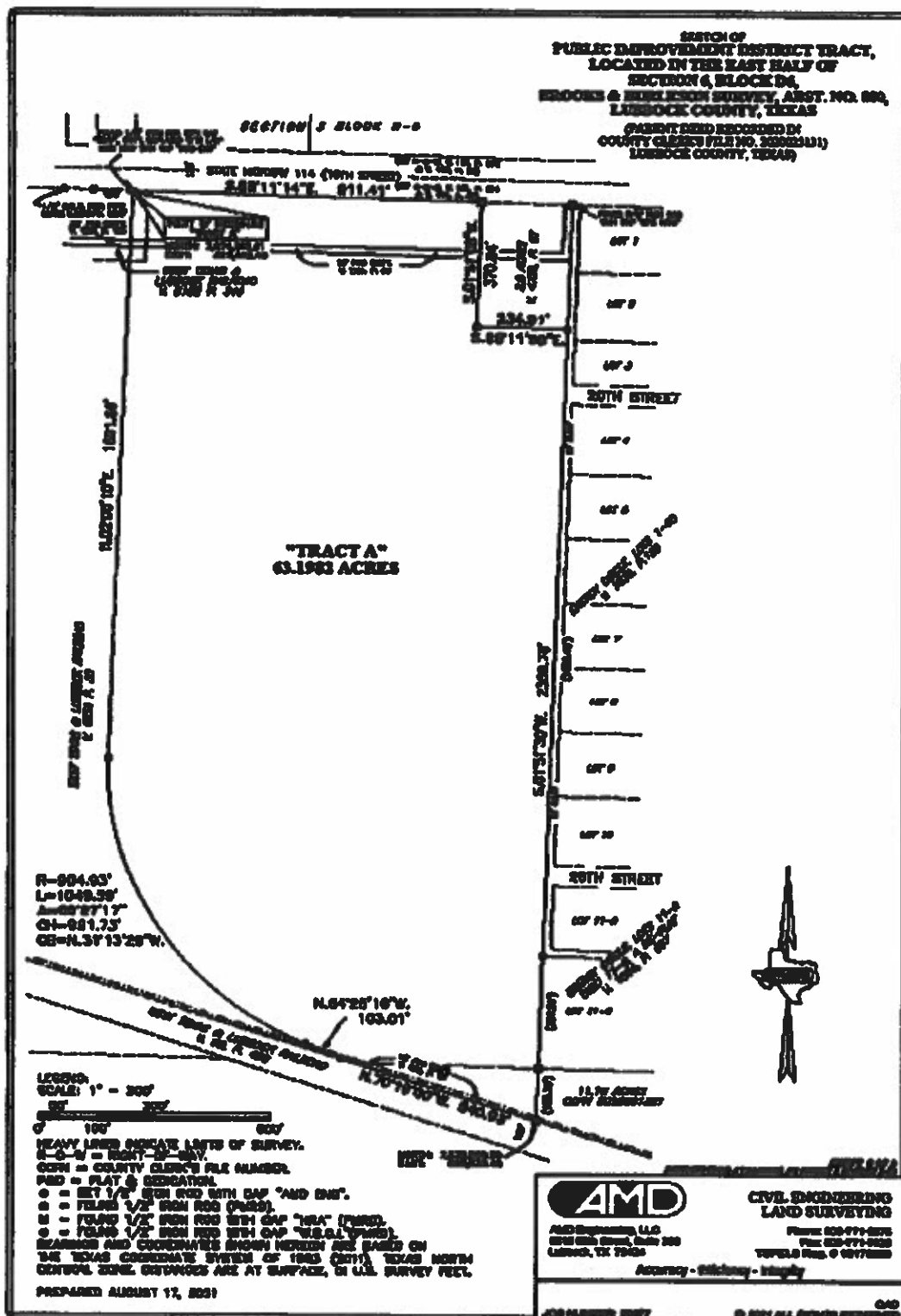


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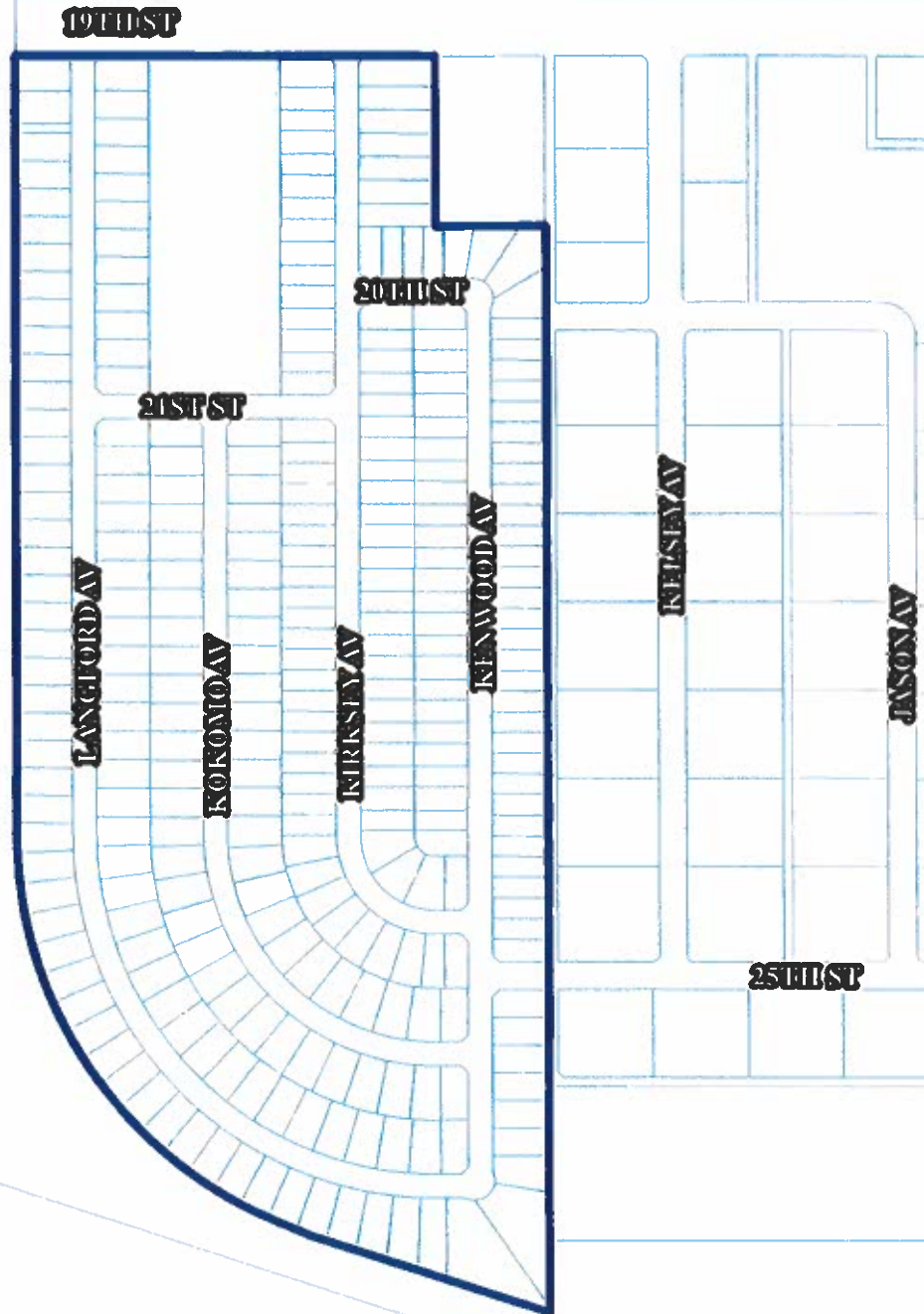
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THENCE northwesterly, along a curve to the right and said railroad right-of-way line, an arc distance of 1049.59 feet, said curve having a radius of 904.93 feet, a delta angle of 66° 27' 17", a chord distance of 991.73 feet and a chord bearing of N. 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";

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Willow Bend Villas Public Improvement District



 Willow Bend Villas PID

Parcels

Lot-Block Lines



As required by Chapter 2051, Occupied 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

| TAX YEAR | PROPOSED | | | | | Totals |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| | 2022 | 2023 | 2024 | 2025 | 2026 | |
| 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 | - | | | | | |
| Prolimigation 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

2021 Service and Assessment Plan

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

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

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

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

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

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

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

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

Date: _____

Signature of Purchaser

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

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

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

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

2021 Service and Assessment Plan

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

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

Date: _____

Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

- (1) under a court order or foreclosure sale;
- (2) by a trustee in bankruptcy;
- (3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- (4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- (5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- (6) from one co-owner to another co-owner of an undivided interest in the real property;
- (7) to a spouse or a person in the lineal line of consanguinity of the seller;
- (8) to or from a governmental entity; or
- (9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

Exhibit B
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 2023 | Proposed Budget 2024 | Projected | | | | Totals |
|----------------------------------|---------------------------|----------------------------|----------------|----------------|----------------|----------------|-------------------|
| | | | 2025 | 2026 | 2027 | 2028 | |
| TAX YEAR | | | | | | | |
| 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 | | | | | | | |
| 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

Resolution - Business Development: Consider a resolution authorizing a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to the YWCA of Lubbock, located at 1500 14th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

YWCA of Lubbock is renovating their property at 1500 14th Street, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes improvements to the parking lot.

The cost of the project is estimated to be \$93,600, and the requested grant amount is \$25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their August 28, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$93,600, with \$25,000 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to YWCA of Lubbock, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:


Brianna Brown, Business Development Director

APPROVED AS TO FORM:


Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING YWCA OF LUBBOCK AT 1500 14th STREET
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, August 28, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to the YWCA of Lubbock that is renovating their property at 1500 14th Street, which is located in the Downtown TIF as designated by the City of Lubbock.

The YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all. This creates opportunities for growth, education, and social change, ensuring that our impact resonates far beyond our doors. This organization is a dynamic force in the Lubbock community, with a legacy of making a tangible difference in the lives of individuals and families. The YWCA of Lubbock impacts daily and advances the power of women and diversity to strengthen our community. They are building a brighter and more equitable future for everyone in Lubbock and beyond. With these renovations, the YWCA intends to add much needed quality meeting space to the downtown area.

The scope of façade work will include improvements to the parking lot totaling \$93,600 in façade expenses. Permittable work will include electrical, structural, plumbing, and a total renovation of the interior totaling \$5,401,779 in permittable expenses for a total renovation cost of \$5,495,379. There is also an additional \$112,950 in interior expenses that are not eligible for the grant program.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant YWCA, a Downtown Façade Grant totaling \$25,000 and a Downtown Permittable Grant of \$100,000 at 1500 14th Street, once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Brett Cate, and Seconded by Director, Mr. Blake Womble with Ms. Melissa Collier abstaining,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the YWCA of Lubbock, 1500 14th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



**1500 14th St.
(YWCA of Lubbock)**

TOTAL SCOPE OF WORK = \$5,495,379

TOTAL GRANT = \$125,000

TOTAL FAÇADE SCOPE OF WORK = \$93,600

FAÇADE GRANT = \$25,000

TOTAL PERMITTABLE SCOPE OF WORK = \$5,401,779

PERMITTABLE GRANT = \$100,000

ADDITIONAL \$112,950 IN DEMO WORK NOT INCLUDED IN FINAL SCOPE



**Downtown Grant Program
Presented to MLI Board
August 28, 2024**

Project 1500 14th St. (Façade & Permittable)

The YWCA of Lubbock is making improvements to both the interior and exterior of their property at 1500 14th St., located in the Downtown TIF.

The YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all. This creates opportunities for growth, education, and social change, ensuring that our impact resonates far beyond our doors. This organization is a dynamic force in the Lubbock community, with a legacy of making a tangible difference in the lives of individuals and families. The YWCA of Lubbock impacts daily and advances the power of women and diversity to strengthen our community. They are building a brighter and more equitable future for everyone in Lubbock and beyond.

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The MLI Board is being asked to consider a Downtown Façade Grant for the YWCA of Lubbock totaling \$25,000 and a Downtown Permittable Grant of \$100,000 at 1500 14th St.



Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401

Phone: 806.749.4500

Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)

01/31/24

Projected Project Start Date

04/01/25

Project Property Address

1500 14th St.

Property LCAD R#

R112611

GENERAL INFORMATION

Company Name

YWCA of Lubbock

Street Address

6501 University

City, State, Zip

Lubbock, TX

Contact

Glenda Mathis

Title

CEO

Phone

806-781-9803

Email

glenda.mathis@ywc Lubbock.org

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐

Grant Type:

Permittable ☒

Façade ☒

Project Summary Scope

Renovate a very choppy space into wide open conference center spaces. The first floor will offer a commercial kitchen suitable for large catering options and 3-4 large conference/meeting room spaces. We anticipate a 12,000 sf meeting space, and 8,000 sf meeting space and a 4,000 sf space with options for smaller configurations. Outdoor changes will increase

| Summary of Expenses (detailed bids attached) | Projected | MLI Approved |
|--|--------------------|------------------|
| Façade | \$93,600 | \$25,000 |
| Permittable | \$5,401,779 | \$100,000 |
| TOTAL | \$5,495,379 | \$125,000 |

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

| Name | Percent | Name | Percent |
|------------------------------------|---------|------|---------|
| YWCA of Lubbock-Board of Directors | 100% | | |
| | | | |

Is the firm registered with the Secretary of State's Office to do business in Texas?

Yes



Are you in good standing with the State of Texas?

Yes



If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No



Has the company or principals of the company had prior bankruptcies or lawsuits?

No



If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency?

No



Is the firm a non-profit entity?

Yes 

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

Does the scope of work meet downtown standards and guidelines? ☐

Are permits required for any aspect of the scope of work? ☐

Are public improvements required? ☐

Documents Required for Final Grant Application

Copies of City permits, if applicable ☐

Detailed/Itemized Bids ☐

Before Pictures ☐

Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐

Architectural Renderings (if applicable) ☐

Architectural Plans (if applicable) ☐

After Completion of Construction

Certificate of Occupancy or Similar City Document Approving Completion (*Applicant responsible for final scope of work matching approved scope*) ☐

Proof of Payment:

PAID Invoices (must reference the approved project) ☐

Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Glenda Mathis

Date: 1/31/24 via email

Div 04 Masonry

| | | | | | | | | | | | | | | |
|--|----------|----------------|----------|--------|-------|--------|----------|-------|----------|---------|----|-----------|----|-----------|
| Masonry Patching and Tooth In as Needed | | 1 Lump Sum | \$ | - | \$ | - | \$ | - | \$ | 10,000 | \$ | 10,000 | \$ | 10,000 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$10,000 | | \$10,000 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 4 - MASONRY | TOTAL | | | | | | \$0 | | \$0 | | | \$10,000 | | \$10,000 |
| Div 05 Metals | | | | | | | | | | | | | | |
| Steel Allowance for Moving of Columns, Mechanical Unit and Any other | | 1 Allowance | \$ | - | \$ | - | \$ | - | \$ | 200,000 | \$ | 200,000 | \$ | 200,000 |
| Misc Steel Needed - Exact Extents Unknown. | | 108 Per LF | \$ | - | \$ | - | \$ | - | \$ | 80 | \$ | 8,640 | \$ | 8,640 |
| New Handrails at Steps and Ramps | | 2 Each | \$ | - | \$ | - | \$ | - | \$ | 7,500 | \$ | 15,000 | \$ | 15,000 |
| Steel Arch Entry and Doors for BH 2 | | 0 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$223,640 | | \$223,640 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 5 - METALS | TOTAL | | | | | | \$0 | | \$0 | | | \$223,640 | | \$223,640 |
| Div 06 Wood and Plastics | | | | | | | | | | | | | | |
| Rough Carpentry and Wood Blocking | | 1 Lump Sum | \$ | 15,000 | \$ | 15,000 | \$ | 8,960 | \$ | 8,960 | \$ | - | \$ | 23,960 |
| Solid Surface Countertops | | 174 Per SF | \$ | - | \$ | - | \$ | - | \$ | 100 | \$ | 17,400 | \$ | 17,400 |
| Millwork Package | | 86 Per LF | \$ | - | \$ | - | \$ | - | \$ | 300 | \$ | 25,800 | \$ | 25,800 |
| Fluted Wood Wall Treatment | | 677 Per SF | \$ | - | \$ | - | \$ | - | \$ | 40 | \$ | 27,080 | \$ | 27,080 |
| Wood Panel Wainscoting | | 878 Per SF | \$ | - | \$ | - | \$ | - | \$ | 35 | \$ | 30,730 | \$ | 30,730 |
| Wood Wall Caps and Misc Wood Trim | | 75 Per LF | \$ | 8 | \$ | 600 | \$ | 10 | \$ | 750 | \$ | - | \$ | 1,350 |
| Wood Trim Window Frames at Banquet 1 Entry | | 1 Lump Sum | \$ | 2,500 | \$ | 2,500 | \$ | 1,500 | \$ | 1,500 | \$ | - | \$ | 4,000 |
| Dimension Wall Panels | | 135 Per SF | \$ | 10 | \$ | 1,350 | \$ | 10 | \$ | 1,350 | \$ | - | \$ | 2,700 |
| Concrete Wall Panels | | 3811 Per SF | \$ | - | \$ | - | \$ | - | \$ | 40 | \$ | 152,440 | \$ | 152,440 |
| | SUBTOTAL | | \$19,450 | | 0.00% | | \$19,450 | | \$12,560 | | | \$253,450 | | \$285,460 |
| SALES TAX | | \$19,450 | | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$12,560 LABOR | | | | | 0.38 | | \$4,773 | | | \$4,773 | | \$4,773 |
| DIV 6 - WOOD & PLASTIC | TOTAL | | | | | | \$19,450 | | \$17,333 | | | \$253,450 | | \$290,233 |
| Div 07 Waterproofing and Roofing | | | | | | | | | | | | | | |
| Roof Repairs, Patches and New Roof Drains to fix the areas of the roof that are holding water and/or leaking | | 1 Allowance | \$ | - | \$ | - | \$ | - | \$ | 65,000 | \$ | 65,000 | \$ | 65,000 |
| Joint Sealants | | 1 Lump Sum | \$ | - | \$ | - | \$ | - | \$ | 10,000 | \$ | 10,000 | \$ | 10,000 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$75,000 | | \$75,000 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 7 - WATERPROOFING & ROOFING | TOTAL | | | | | | \$0 | | \$0 | | | \$75,000 | | \$75,000 |
| Div 07 Insulation and Fireproofing | | | | | | | | | | | | | | |
| Venetian Plaster | | 2475 Per SF | \$ | - | \$ | - | \$ | - | \$ | 34 | \$ | 84,150 | \$ | 84,150 |
| Pin Stick Insulation at exposed deck for sound absorption | | 19565 Per SF | \$ | - | \$ | - | \$ | - | \$ | 2.50 | \$ | 48,913 | \$ | 48,913 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$133,063 | | \$133,063 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 7 - INSULATION & FIREPROOFING | TOTAL | | | | | | \$0 | | \$0 | | | \$133,063 | | \$133,063 |
| Div 08 Doors and Hardware | | | | | | | | | | | | | | |
| Interior Doors, Frames and Hardware | | 19 Each | \$ | 2,000 | \$ | 38,000 | \$ | 275 | \$ | 5,225 | \$ | - | \$ | 43,225 |
| Replacement Doors for Exterior Doors | | 9 Each | \$ | 2,500 | \$ | 22,500 | \$ | 275 | \$ | 2,475 | \$ | - | \$ | 24,975 |
| Access Control Door Hardware Allowance | | 10 Allowance | \$ | - | \$ | - | \$ | - | \$ | 3,500 | \$ | 35,000 | \$ | 35,000 |
| | SUBTOTAL | | \$60,500 | | 0.00% | | \$60,500 | | \$7,700 | | | \$35,000 | | \$103,200 |
| SALES TAX | | | \$60,500 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$7,700 LABOR | | | | | 0.38 | | \$2,926 | | | \$2,926 | | \$2,926 |
| DIV 8 - DOORS, FRAMES & HARDWARE | TOTAL | | | | | | \$60,500 | | \$10,626 | | | \$35,000 | | \$106,126 |
| Div 08 Glass and Glazing | | | | | | | | | | | | | | |
| Replace Existing Exterior Windows with Storefront | | 776 Per SF | \$ | - | \$ | - | \$ | - | \$ | 55 | \$ | 42,680 | \$ | 42,680 |
| Interior Storefront Heavy Glass Windows and Doors | | 364 Per SF | \$ | - | \$ | - | \$ | - | \$ | 65 | \$ | 23,660 | \$ | 23,660 |
| Storefront Door/Hardware | | 4 Per Each | \$ | - | \$ | - | \$ | - | \$ | 1,500 | \$ | 6,000 | \$ | 6,000 |
| Cover up for existing stained glass windows on the north wall of the sanctuary | | 7 Per Each | \$ | - | \$ | - | \$ | - | \$ | 850 | \$ | 5,950 | \$ | 5,950 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$78,290 | | \$78,290 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 8 - GLASS & GLAZING | TOTAL | | | | | | \$0 | | \$0 | | | \$78,290 | | \$78,290 |
| Div 09 Framing and Gyp Board | | | | | | | | | | | | | | |
| New Interior Walls, Batt Insulation, Gyp Board, Etc. | | 11481 Per SF | \$ | - | \$ | - | \$ | - | \$ | 12.00 | \$ | 137,772 | \$ | 137,772 |
| Fur out of existing masonry walls, insulation, gyp board | | 8389 Per SF | \$ | - | \$ | - | \$ | - | \$ | 10 | \$ | 83,890 | \$ | 83,890 |
| Entry Column Covers - drywall finish with flare out at the top | | 2 Each | \$ | - | \$ | - | \$ | - | \$ | 3,500 | \$ | 7,000 | \$ | 7,000 |
| BH 1 Column Covers - drywall finish, flare out at top, light cove, fluted wood at bottom | | 14 Each | \$ | - | \$ | - | \$ | - | \$ | 5,500 | \$ | 77,000 | \$ | 77,000 |
| BH2 Column Covers - Metal Wrapped with light cove | | 10 Each | \$ | - | \$ | - | \$ | - | \$ | 7,500 | \$ | 75,000 | \$ | 75,000 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$380,662 | | \$380,662 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 9 GYPSUM BOARD | TOTAL | | | | | | \$0 | | \$0 | | | \$380,662 | | \$380,662 |
| Div 09 Tile and Stone | | | | | | | | | | | | | | |
| Floor Tile in all Restrooms | | 1623 Per SF | \$ | - | \$ | - | \$ | - | \$ | 15 | \$ | 24,345 | \$ | 24,345 |
| Wall Tile in all Restrooms | | 3961 Per SF | \$ | - | \$ | - | \$ | - | \$ | 15 | \$ | 59,415 | \$ | 59,415 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$83,760 | | \$83,760 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 9 - TILE & STONE | TOTAL | | | | | | \$0 | | \$0 | | | \$83,760 | | \$83,760 |
| Div 09 Acoustical Ceilings | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | |
|--|--|----------|-----------|----|-------|----------|--------|------|-------|----------|-------|----|---------|----|-----------|----|-----------|
| Acoustical Ceilings In Smaller Rooms, Offices, Storage, Etc. | | 6764 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 4.50 | \$ | 30,438 | \$ | 30,438 |
| BH 1 Ceiling Clouds - curved sheetrock with led uplighting (40% clouds) | | 4847 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 50 | \$ | 242,350 | \$ | 242,350 |
| BH 2 Ceiling Clouds - with perforated metal finish (40% clouds) | | 2979 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 50 | \$ | 148,950 | \$ | 148,950 |
| Axiom Trim for all clouds - exact quantity unknown | | 800 | Per LF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 60 | \$ | 48,000 | \$ | 48,000 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$469,738 | | \$469,738 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 9 - ACOUSTICAL TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$469,738 | | \$469,738 |
| Div 09 Flooring | | | | | | | | | | | | | | | | | |
| Flooring - Exact Flooring TBD, polished concrete, lvt, etc. | | 29145 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 12 | \$ | 349,740 | \$ | 349,740 |
| Rubber Base | | 2016 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 2.50 | \$ | 5,040 | \$ | 5,040 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$354,780 | | \$354,780 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 9 - RESILIENT & CARPET TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$354,780 | | \$354,780 |
| Div 09 Paint and Wallcovering | | | | | | | | | | | | | | | | | |
| TBT and Paint Walls | | 12963 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 3.00 | \$ | 38,889 | \$ | 38,889 |
| Level 5 Finish for Venetian Plaster Base | | 2475 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 4.00 | \$ | 9,900 | \$ | 9,900 |
| Level 5 finish for Vinyl Mural Base | | 790 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 4.00 | \$ | 3,160 | \$ | 3,160 |
| Paint Exposed Structure and Deck | | 19565 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 2.00 | \$ | 39,130 | \$ | 39,130 |
| TBT and Paint Gyp Ceilings and Clouds | | 9287 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 3.50 | \$ | 32,505 | \$ | 32,505 |
| Custom Vinyl Wallcovering Murals | | 790 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 10.00 | \$ | 7,900 | \$ | 7,900 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$131,484 | | \$131,484 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 9 - PAINT & WALLCOVERING TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$131,484 | | \$131,484 |
| Div 10 Specialties | | | | | | | | | | | | | | | | | |
| Toilet Accessories and Partitions | | 31 | Per Each | \$ | 1,200 | \$ | 37,200 | \$ | 200 | \$ | 6,200 | \$ | - | \$ | - | \$ | 43,400 |
| Fire Extinguishers and Cabinets | | 1 | Lump Sum | \$ | 3,500 | \$ | 3,500 | \$ | 1,500 | \$ | 1,500 | \$ | - | \$ | - | \$ | 5,000 |
| Signage Allowance for Interior and Exterior | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 25,000 | \$ | 25,000 | \$ | 25,000 |
| SUBTOTAL | | | | | | \$40,700 | | | | \$7,700 | | | | | \$25,000 | | \$73,400 |
| SALES TAX | | \$40,700 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$7,700 | LABOR | | | | | 0.38 | | \$2,926 | | | | | | | \$2,926 |
| DIV 10 - SPECIALTIES TOTAL | | | | | | \$40,700 | | | | \$10,626 | | | | | \$25,000 | | \$76,326 |
| Div 11 Equipment | | | | | | | | | | | | | | | | | |
| Kitchen Equipment and Appliances Allowance for any Kitchen Upgrades Needed | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 25,000 | \$ | 25,000 | \$ | 25,000 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$25,000 | | \$25,000 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | 0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 11 - EQUIPMENT TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$25,000 | | \$25,000 |
| Div 15 Mechanical | | | | | | | | | | | | | | | | | |
| New Mechanical for Remodeled Areas - If Some can be reused we could save some cost | | 30559 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 15 | \$ | 458,385 | \$ | 458,385 |
| Moving of Mechanical Unit for Sanctuary Allowance | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 35,000 | \$ | 35,000 | \$ | 35,000 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$493,385 | | \$493,385 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 15 - HVAC TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$493,385 | | \$493,385 |
| Div 15 Plumbing | | | | | | | | | | | | | | | | | |
| Plumbing for New Bathrooms and Janitors Closet | | 30559 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 12 | \$ | 366,708 | \$ | 366,708 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$366,708 | | \$366,708 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 15 - PLUMBING TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$366,708 | | \$366,708 |
| Div 15 Fire Protection Systems | | | | | | | | | | | | | | | | | |
| Modifications to Existing Fire Sprinkler System as Needed for New Layout | | 30559 | Per Sf | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 2.00 | \$ | 61,118 | \$ | 61,118 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$61,118 | | \$61,118 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 15 - FIRE PROTECTION TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$61,118 | | \$61,118 |
| Div 16 Electrical | | | | | | | | | | | | | | | | | |
| Electrical Power and Lighting Package - Re-Use as much existing gear as possible | | 30559 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 10 | \$ | 305,590 | \$ | 305,590 |
| Specialty Light Fixture Allowance | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 100,000 | \$ | 100,000 | \$ | 100,000 |
| Relocate or Replace Various Existing Electrical Panels | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 35,000 | \$ | 35,000 | \$ | 35,000 |
| Fire Alarm Modifications/Replacement as Needed | | 30559 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 2 | \$ | 61,118 | \$ | 61,118 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$501,708 | | \$501,708 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 16 - ELECTRICAL TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$501,708 | | \$501,708 |
| Div 17 Communications and A/V | | | | | | | | | | | | | | | | | |
| Audio Visual Allowance | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 75,000 | \$ | 75,000 | \$ | 75,000 |
| Data and Communications Cabling Allowance | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 75,000 | \$ | 75,000 | \$ | 75,000 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$150,000 | | \$150,000 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 16 - COMMUNICATIONS AND AUDIO VISUAL TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$150,000 | | \$150,000 |

THE LEGACY EVENT CENTER



ENTRY CORRIDOR

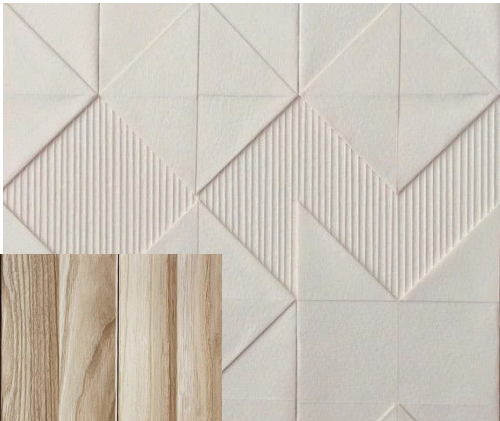


VENETIAN PLASTER

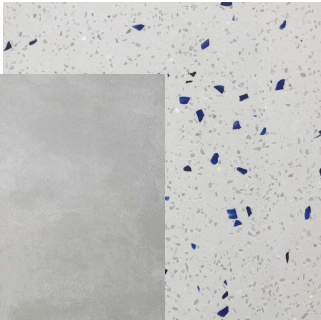


MURAL

DIMENTIONAL WALL



TILE FLOOR
TERAZZO LOOK



CONCRETE
LOOK FLOOR



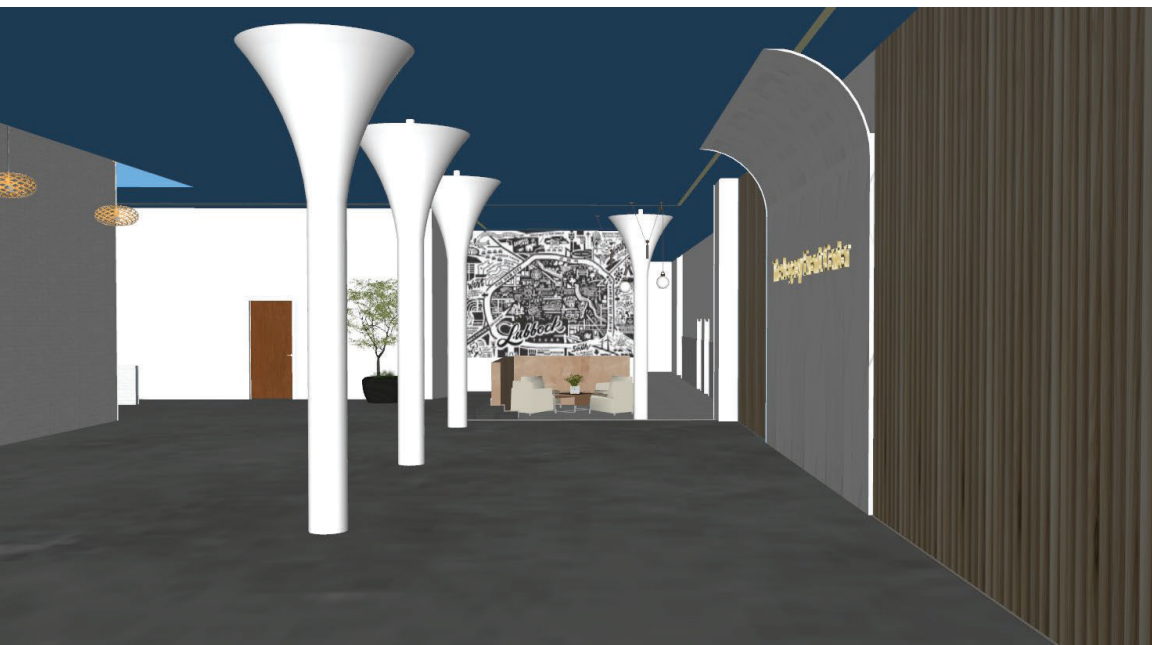
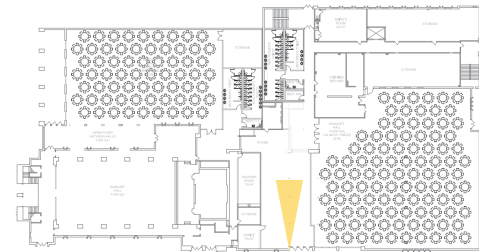
FLUTED WOOD
WALL TREATMENT



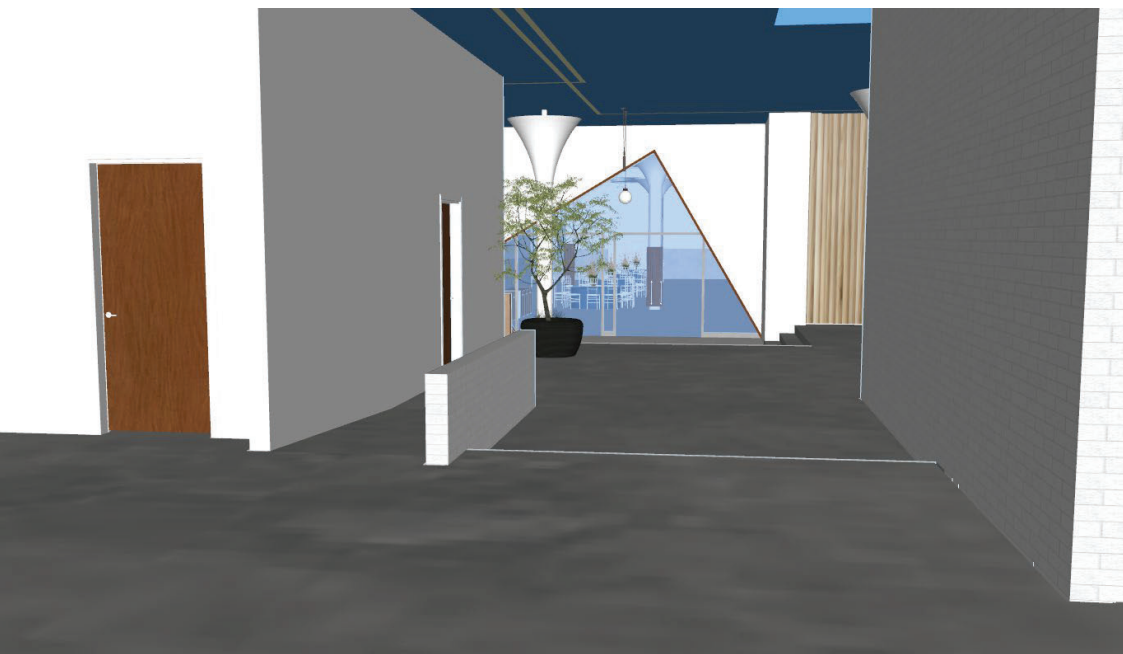
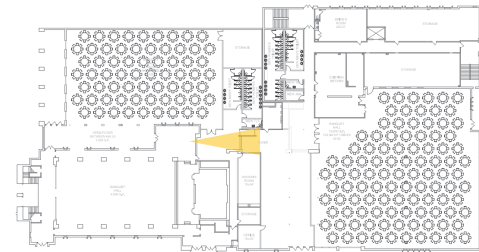
SALTY DOG SW 9177

BLUE CEILING

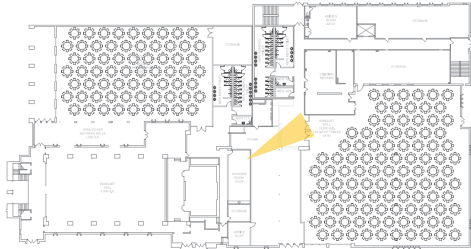
ENTRY CORRIDOR



ENTRY CORRIDOR



BANQUET 1 ENTRANCE



CONCRETE WALL PANELS



ORGANIC/WHIMSICAL CEILING CLOUDS



SKEWED MAIN ENTRANCE



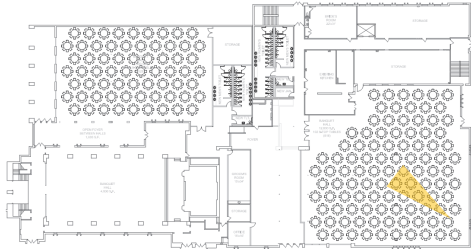
POLISHED CONCRETE FLOOR



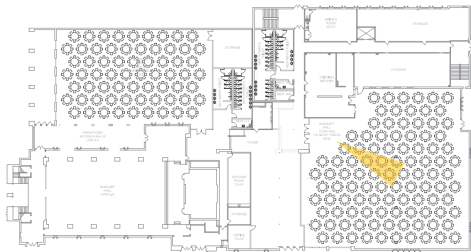
COLUMN DESIGN

BANQUET 1

BANQUET 1



BANQUET 1



BANQUET 2



METAL ARCH ENTRANCE



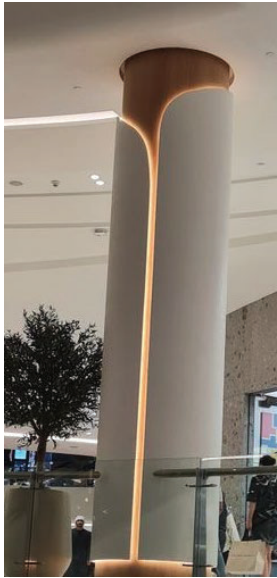
COLOR BLOCKING ARCH'S



PERFORATED
CEILING PANELS



GLASS



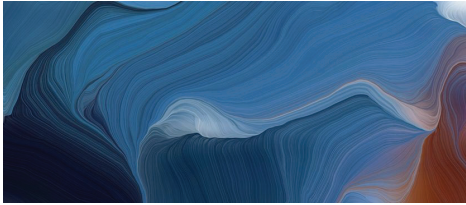
COLUMN DESIGN



POLISHED CONCRETE

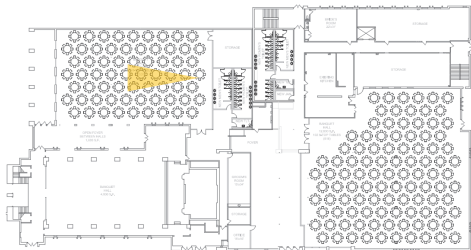


VENETIAN PLASTER

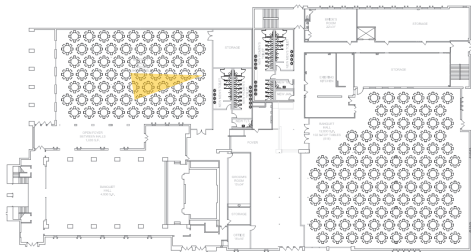


MURAL COLORS

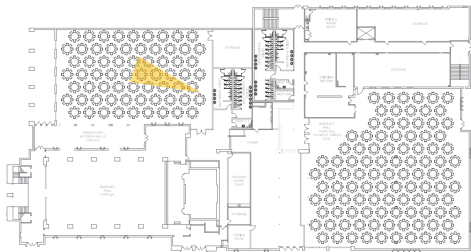
BANQUET 2



BANQUET 2



BANQUET 2



Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to YWCA of Lubbock, located at 1500 14th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

YWCA of Lubbock is renovating their property at 1500 14th Street, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes electrical, plumbing, and a full renovation of the interior of the building.

The cost of the project is estimated to be \$5,401,779, and the requested grant amount is \$100,000. The Market Lubbock, Inc. Board of Directors approved this amount at their August 28, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be \$5,401,779, with \$100,000 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to the YWCA of Lubbock is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**RESOLUTION APPROVING YWCA OF LUBBOCK AT 1500 14th STREET
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, August 28, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to the YWCA of Lubbock that is renovating their property at 1500 14th Street, which is located in the Downtown TIF as designated by the City of Lubbock.

The YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all. This creates opportunities for growth, education, and social change, ensuring that our impact resonates far beyond our doors. This organization is a dynamic force in the Lubbock community, with a legacy of making a tangible difference in the lives of individuals and families. The YWCA of Lubbock impacts daily and advances the power of women and diversity to strengthen our community. They are building a brighter and more equitable future for everyone in Lubbock and beyond. With these renovations, the YWCA intends to add much needed quality meeting space to the downtown area.

The scope of façade work will include improvements to the parking lot totaling \$93,600 in façade expenses. Permittable work will include electrical, structural, plumbing, and a total renovation of the interior totaling \$5,401,779 in permittable expenses for a total renovation cost of \$5,495,379. There is also an additional \$112,950 in interior expenses that are not eligible for the grant program.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant YWCA, a Downtown Façade Grant totaling \$25,000 and a Downtown Permittable Grant of \$100,000 at 1500 14th Street, once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Brett Cate, and Seconded by Director, Mr. Blake Womble with Ms. Melissa Collier abstaining,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the YWCA of Lubbock, 1500 14th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.



John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



**1500 14th St.
(YWCA of Lubbock)**

TOTAL SCOPE OF WORK = \$5,495,379

TOTAL GRANT = \$125,000

TOTAL FAÇADE SCOPE OF WORK = \$93,600

FAÇADE GRANT = \$25,000

TOTAL PERMITTABLE SCOPE OF WORK = \$5,401,779

PERMITTABLE GRANT = \$100,000

ADDITIONAL \$112,950 IN DEMO WORK NOT INCLUDED IN FINAL SCOPE



**Downtown Grant Program
Presented to MLI Board
August 28, 2024**

Project 1500 14th St. (Façade & Permittable)

The YWCA of Lubbock is making improvements to both the interior and exterior of their property at 1500 14th St., located in the Downtown TIF.

The YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom, and dignity for all. This creates opportunities for growth, education, and social change, ensuring that our impact resonates far beyond our doors. This organization is a dynamic force in the Lubbock community, with a legacy of making a tangible difference in the lives of individuals and families. The YWCA of Lubbock impacts daily and advances the power of women and diversity to strengthen our community. They are building a brighter and more equitable future for everyone in Lubbock and beyond.

With these renovations, the YWCA intends to add much needed quality meeting space to the downtown area.

The scope of façade work will include improvements to the parking lot totaling \$93,600 in façade expenses. Permittable work will include electrical, structural, plumbing, and a total renovation of the interior totaling \$5,401,779 in permittable expenses for a total renovation cost of \$5,495,379. There is also an additional \$112,950 in interior expenses that are not eligible for the grant program.

The MLI Board is being asked to consider a Downtown Façade Grant for the YWCA of Lubbock totaling \$25,000 and a Downtown Permittable Grant of \$100,000 at 1500 14th St.



Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401

Phone: 806.749.4500

Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)

01/31/24

Projected Project Start Date

04/01/25

Project Property Address

1500 14th St.

Property LCAD R#

R112611

GENERAL INFORMATION

Company Name

YWCA of Lubbock

Street Address

6501 University

City, State, Zip

Lubbock, TX

Contact

Glenda Mathis

Title

CEO

Phone

806-781-9803

Email

glenda.mathis@ywc Lubbock.org

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☒ Lease ☐

Grant Type:

Permittable ☒

Façade ☒

Project Summary Scope

Renovate a very choppy space into wide open conference center spaces. The first floor will offer a commercial kitchen suitable for large catering options and 3-4 large conference/meeting room spaces. We anticipate a 12,000 sf meeting space, and 8,000 sf meeting space and a 4,000 sf space with options for smaller configurations. Outdoor changes will increase

| Summary of Expenses (detailed bids attached) | Projected | MLI Approved |
|--|--------------------|------------------|
| Façade | \$93,600 | \$25,000 |
| Permittable | \$5,401,779 | \$100,000 |
| TOTAL | \$5,495,379 | \$125,000 |

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

| Name | Percent | Name | Percent |
|------------------------------------|---------|------|---------|
| YWCA of Lubbock-Board of Directors | 100% | | |
| | | | |

Is the firm registered with the Secretary of State's Office to do business in Texas?

Yes



Are you in good standing with the State of Texas?

Yes



If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations?

No



Has the company or principals of the company had prior bankruptcies or lawsuits?

No



If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency?

No



Is the firm a non-profit entity?

Yes 

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

Does the scope of work meet downtown standards and guidelines? ☐

Are permits required for any aspect of the scope of work? ☐

Are public improvements required? ☐

Documents Required for Final Grant Application

Copies of City permits, if applicable ☐

Detailed/Itemized Bids ☐

Before Pictures ☐

Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐

Architectural Renderings (if applicable) ☐

Architectural Plans (if applicable) ☐

After Completion of Construction

Certificate of Occupancy or Similar City Document Approving Completion (*Applicant responsible for final scope of work matching approved scope*) ☐

Proof of Payment:

PAID Invoices (must reference the approved project) ☐

Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Glenda Mathis

Date: 1/31/24 via email

Div 04 Masonry

| | | | | | | | | | | | | | | |
|--|----------|----------------|----------|--------|-------|--------|----------|-------|----------|---------|----|-----------|----|-----------|
| Masonry Patching and Tooth In as Needed | | 1 Lump Sum | \$ | - | \$ | - | \$ | - | \$ | 10,000 | \$ | 10,000 | \$ | 10,000 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$10,000 | | \$10,000 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 4 - MASONRY | TOTAL | | | | | | \$0 | | \$0 | | | \$10,000 | | \$10,000 |
| Div 05 Metals | | | | | | | | | | | | | | |
| Steel Allowance for Moving of Columns, Mechanical Unit and Any other | | 1 Allowance | \$ | - | \$ | - | \$ | - | \$ | 200,000 | \$ | 200,000 | \$ | 200,000 |
| Misc Steel Needed - Exact Extents Unknown. | | 108 Per LF | \$ | - | \$ | - | \$ | - | \$ | 80 | \$ | 8,640 | \$ | 8,640 |
| New Handrails at Steps and Ramps | | 2 Each | \$ | - | \$ | - | \$ | - | \$ | 7,500 | \$ | 15,000 | \$ | 15,000 |
| Steel Arch Entry and Doors for BH 2 | | 0 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$223,640 | | \$223,640 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 5 - METALS | TOTAL | | | | | | \$0 | | \$0 | | | \$223,640 | | \$223,640 |
| Div 06 Wood and Plastics | | | | | | | | | | | | | | |
| Rough Carpentry and Wood Blocking | | 1 Lump Sum | \$ | 15,000 | \$ | 15,000 | \$ | 8,960 | \$ | 8,960 | \$ | - | \$ | 23,960 |
| Solid Surface Countertops | | 174 Per SF | \$ | - | \$ | - | \$ | - | \$ | 100 | \$ | 17,400 | \$ | 17,400 |
| Millwork Package | | 86 Per LF | \$ | - | \$ | - | \$ | - | \$ | 300 | \$ | 25,800 | \$ | 25,800 |
| Fluted Wood Wall Treatment | | 677 Per SF | \$ | - | \$ | - | \$ | - | \$ | 40 | \$ | 27,080 | \$ | 27,080 |
| Wood Panel Wainscoting | | 878 Per SF | \$ | - | \$ | - | \$ | - | \$ | 35 | \$ | 30,730 | \$ | 30,730 |
| Wood Wall Caps and Misc Wood Trim | | 75 Per LF | \$ | 8 | \$ | 600 | \$ | 10 | \$ | 750 | \$ | - | \$ | 1,350 |
| Wood Trim Window Frames at Banquet 1 Entry | | 1 Lump Sum | \$ | 2,500 | \$ | 2,500 | \$ | 1,500 | \$ | 1,500 | \$ | - | \$ | 4,000 |
| Dimension Wall Panels | | 135 Per SF | \$ | 10 | \$ | 1,350 | \$ | 10 | \$ | 1,350 | \$ | - | \$ | 2,700 |
| Concrete Wall Panels | | 3811 Per SF | \$ | - | \$ | - | \$ | - | \$ | 40 | \$ | 152,440 | \$ | 152,440 |
| | SUBTOTAL | | \$19,450 | | 0.00% | | \$19,450 | | \$12,560 | | | \$253,450 | | \$285,460 |
| SALES TAX | | \$19,450 | | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$12,560 LABOR | | | | | 0.38 | | \$4,773 | | | \$4,773 | | \$4,773 |
| DIV 6 - WOOD & PLASTIC | TOTAL | | | | | | \$19,450 | | \$17,333 | | | \$253,450 | | \$290,233 |
| Div 07 Waterproofing and Roofing | | | | | | | | | | | | | | |
| Roof Repairs, Patches and New Roof Drains to fix the areas of the roof that are holding water and/or leaking | | 1 Allowance | \$ | - | \$ | - | \$ | - | \$ | 65,000 | \$ | 65,000 | \$ | 65,000 |
| Joint Sealants | | 1 Lump Sum | \$ | - | \$ | - | \$ | - | \$ | 10,000 | \$ | 10,000 | \$ | 10,000 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$75,000 | | \$75,000 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 7 - WATERPROOFING & ROOFING | TOTAL | | | | | | \$0 | | \$0 | | | \$75,000 | | \$75,000 |
| Div 07 Insulation and Fireproofing | | | | | | | | | | | | | | |
| Venetian Plaster | | 2475 Per SF | \$ | - | \$ | - | \$ | - | \$ | 34 | \$ | 84,150 | \$ | 84,150 |
| Pin Stick Insulation at exposed deck for sound absorption | | 19565 Per SF | \$ | - | \$ | - | \$ | - | \$ | 2.50 | \$ | 48,913 | \$ | 48,913 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$133,063 | | \$133,063 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 7 - INSULATION & FIREPROOFING | TOTAL | | | | | | \$0 | | \$0 | | | \$133,063 | | \$133,063 |
| Div 08 Doors and Hardware | | | | | | | | | | | | | | |
| Interior Doors, Frames and Hardware | | 19 Each | \$ | 2,000 | \$ | 38,000 | \$ | 275 | \$ | 5,225 | \$ | - | \$ | 43,225 |
| Replacement Doors for Exterior Doors | | 9 Each | \$ | 2,500 | \$ | 22,500 | \$ | 275 | \$ | 2,475 | \$ | - | \$ | 24,975 |
| Access Control Door Hardware Allowance | | 10 Allowance | \$ | - | \$ | - | \$ | - | \$ | 3,500 | \$ | 35,000 | \$ | 35,000 |
| | SUBTOTAL | | \$60,500 | | 0.00% | | \$60,500 | | \$7,700 | | | \$35,000 | | \$103,200 |
| SALES TAX | | | \$60,500 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$7,700 LABOR | | | | | 0.38 | | \$2,926 | | | \$2,926 | | \$2,926 |
| DIV 8 - DOORS, FRAMES & HARDWARE | TOTAL | | | | | | \$60,500 | | \$10,626 | | | \$35,000 | | \$106,126 |
| Div 08 Glass and Glazing | | | | | | | | | | | | | | |
| Replace Existing Exterior Windows with Storefront | | 776 Per SF | \$ | - | \$ | - | \$ | - | \$ | 55 | \$ | 42,680 | \$ | 42,680 |
| Interior Storefront Heavy Glass Windows and Doors | | 364 Per SF | \$ | - | \$ | - | \$ | - | \$ | 65 | \$ | 23,660 | \$ | 23,660 |
| Storefront Door/Hardware | | 4 Per Each | \$ | - | \$ | - | \$ | - | \$ | 1,500 | \$ | 6,000 | \$ | 6,000 |
| Cover up for existing stained glass windows on the north wall of the sanctuary | | 7 Per Each | \$ | - | \$ | - | \$ | - | \$ | 850 | \$ | 5,950 | \$ | 5,950 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$78,290 | | \$78,290 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 8 - GLASS & GLAZING | TOTAL | | | | | | \$0 | | \$0 | | | \$78,290 | | \$78,290 |
| Div 09 Framing and Gyp Board | | | | | | | | | | | | | | |
| New Interior Walls, Batt Insulation, Gyp Board, Etc. | | 11481 Per SF | \$ | - | \$ | - | \$ | - | \$ | 12.00 | \$ | 137,772 | \$ | 137,772 |
| Fur out of existing masonry walls, insulation, gyp board | | 8389 Per SF | \$ | - | \$ | - | \$ | - | \$ | 10 | \$ | 83,890 | \$ | 83,890 |
| Entry Column Covers - drywall finish with flare out at the top | | 2 Each | \$ | - | \$ | - | \$ | - | \$ | 3,500 | \$ | 7,000 | \$ | 7,000 |
| BH 1 Column Covers - drywall finish, flare out at top, light cove, fluted wood at bottom | | 14 Each | \$ | - | \$ | - | \$ | - | \$ | 5,500 | \$ | 77,000 | \$ | 77,000 |
| BH2 Column Covers - Metal Wrapped with light cove | | 10 Each | \$ | - | \$ | - | \$ | - | \$ | 7,500 | \$ | 75,000 | \$ | 75,000 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$380,662 | | \$380,662 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 9 GYPSUM BOARD | TOTAL | | | | | | \$0 | | \$0 | | | \$380,662 | | \$380,662 |
| Div 09 Tile and Stone | | | | | | | | | | | | | | |
| Floor Tile in all Restrooms | | 1623 Per SF | \$ | - | \$ | - | \$ | - | \$ | 15 | \$ | 24,345 | \$ | 24,345 |
| Wall Tile in all Restrooms | | 3961 Per SF | \$ | - | \$ | - | \$ | - | \$ | 15 | \$ | 59,415 | \$ | 59,415 |
| | SUBTOTAL | | \$0 | | 0.00% | | \$0 | | \$0 | | | \$83,760 | | \$83,760 |
| SALES TAX | | | \$0 | | | | | | | | | \$0 | | \$0 |
| LABOR BURDEN | | \$0 LABOR | | | | | 0.38 | | \$0 | | | \$0 | | \$0 |
| DIV 9 - TILE & STONE | TOTAL | | | | | | \$0 | | \$0 | | | \$83,760 | | \$83,760 |
| Div 09 Acoustical Ceilings | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | |
|--|--|----------|-----------|----|-------|----------|--------|------|-------|----------|-------|----|---------|----|-----------|----|-----------|
| Acoustical Ceilings In Smaller Rooms, Offices, Storage, Etc. | | 6764 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 4.50 | \$ | 30,438 | \$ | 30,438 |
| BH 1 Ceiling Clouds - curved sheetrock with led uplighting (40% clouds) | | 4847 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 50 | \$ | 242,350 | \$ | 242,350 |
| BH 2 Ceiling Clouds - with perforated metal finish (40% clouds) | | 2979 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 50 | \$ | 148,950 | \$ | 148,950 |
| Axiom Trim for all clouds - exact quantity unknown | | 800 | Per LF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 60 | \$ | 48,000 | \$ | 48,000 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$469,738 | | \$469,738 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 9 - ACOUSTICAL TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$469,738 | | \$469,738 |
| Div 09 Flooring | | | | | | | | | | | | | | | | | |
| Flooring - Exact Flooring TBD, polished concrete, lvt, etc. | | 29145 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 12 | \$ | 349,740 | \$ | 349,740 |
| Rubber Base | | 2016 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 2.50 | \$ | 5,040 | \$ | 5,040 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$354,780 | | \$354,780 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 9 - RESILIENT & CARPET TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$354,780 | | \$354,780 |
| Div 09 Paint and Wallcovering | | | | | | | | | | | | | | | | | |
| TBT and Paint Walls | | 12963 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 3.00 | \$ | 38,889 | \$ | 38,889 |
| Level 5 Finish for Venetian Plaster Base | | 2475 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 4.00 | \$ | 9,900 | \$ | 9,900 |
| Level 5 finish for Vinyl Mural Base | | 790 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 4.00 | \$ | 3,160 | \$ | 3,160 |
| Paint Exposed Structure and Deck | | 19565 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 2.00 | \$ | 39,130 | \$ | 39,130 |
| TBT and Paint Gyp Ceilings and Clouds | | 9287 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 3.50 | \$ | 32,505 | \$ | 32,505 |
| Custom Vinyl Wallcovering Murals | | 790 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 10.00 | \$ | 7,900 | \$ | 7,900 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$131,484 | | \$131,484 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 9 - PAINT & WALLCOVERING TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$131,484 | | \$131,484 |
| Div 10 Specialties | | | | | | | | | | | | | | | | | |
| Toilet Accessories and Partitions | | 31 | Per Each | \$ | 1,200 | \$ | 37,200 | \$ | 200 | \$ | 6,200 | \$ | - | \$ | - | \$ | 43,400 |
| Fire Extinguishers and Cabinets | | 1 | Lump Sum | \$ | 3,500 | \$ | 3,500 | \$ | 1,500 | \$ | 1,500 | \$ | - | \$ | - | \$ | 5,000 |
| Signage Allowance for Interior and Exterior | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 25,000 | \$ | 25,000 | \$ | 25,000 |
| SUBTOTAL | | | | | | \$40,700 | | | | \$7,700 | | | | | \$25,000 | | \$73,400 |
| SALES TAX | | \$40,700 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$7,700 | LABOR | | | | | 0.38 | | \$2,926 | | | | | | | \$2,926 |
| DIV 10 - SPECIALTIES TOTAL | | | | | | \$40,700 | | | | \$10,626 | | | | | \$25,000 | | \$76,326 |
| Div 11 Equipment | | | | | | | | | | | | | | | | | |
| Kitchen Equipment and Appliances Allowance for any Kitchen Upgrades Needed | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 25,000 | \$ | 25,000 | \$ | 25,000 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$25,000 | | \$25,000 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | 0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 11 - EQUIPMENT TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$25,000 | | \$25,000 |
| Div 15 Mechanical | | | | | | | | | | | | | | | | | |
| New Mechanical for Remodeled Areas - If Some can be reused we could save some cost | | 30559 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 15 | \$ | 458,385 | \$ | 458,385 |
| Moving of Mechanical Unit for Sanctuary Allowance | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 35,000 | \$ | 35,000 | \$ | 35,000 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$493,385 | | \$493,385 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 15 - HVAC TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$493,385 | | \$493,385 |
| Div 15 Plumbing | | | | | | | | | | | | | | | | | |
| Plumbing for New Bathrooms and Janitors Closet | | 30559 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 12 | \$ | 366,708 | \$ | 366,708 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$366,708 | | \$366,708 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 15 - PLUMBING TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$366,708 | | \$366,708 |
| Div 15 Fire Protection Systems | | | | | | | | | | | | | | | | | |
| Modifications to Existing Fire Sprinkler System as Needed for New Layout | | 30559 | Per Sf | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 2.00 | \$ | 61,118 | \$ | 61,118 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$61,118 | | \$61,118 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 15 - FIRE PROTECTION TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$61,118 | | \$61,118 |
| Div 16 Electrical | | | | | | | | | | | | | | | | | |
| Electrical Power and Lighting Package - Re-Use as much existing gear as possible | | 30559 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 10 | \$ | 305,590 | \$ | 305,590 |
| Specialty Light Fixture Allowance | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 100,000 | \$ | 100,000 | \$ | 100,000 |
| Relocate or Replace Various Existing Electrical Panels | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 35,000 | \$ | 35,000 | \$ | 35,000 |
| Fire Alarm Modifications/Replacement as Needed | | 30559 | Per SF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 2 | \$ | 61,118 | \$ | 61,118 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$501,708 | | \$501,708 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 16 - ELECTRICAL TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$501,708 | | \$501,708 |
| Div 17 Communications and A/V | | | | | | | | | | | | | | | | | |
| Audio Visual Allowance | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 75,000 | \$ | 75,000 | \$ | 75,000 |
| Data and Communications Cabling Allowance | | 1 | Allowance | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 75,000 | \$ | 75,000 | \$ | 75,000 |
| SUBTOTAL | | | | | | \$0 | | | | \$0 | | | | | \$150,000 | | \$150,000 |
| SALES TAX | | \$0 | | | 0.00% | \$0 | | | | \$0 | | | | | | | \$0 |
| LABOR BURDEN | | \$0 | LABOR | | | | | 0.38 | | \$0 | | | | | | | \$0 |
| DIV 16 - COMMUNICATIONS AND AUDIO VISUAL TOTAL | | | | | | \$0 | | | | \$0 | | | | | \$150,000 | | \$150,000 |

THE LEGACY EVENT CENTER



ENTRY CORRIDOR

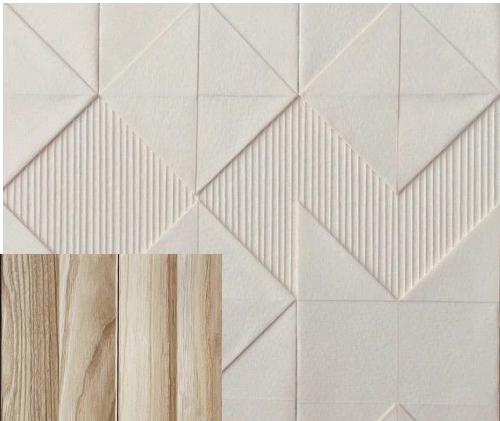


VENETIAN PLASTER

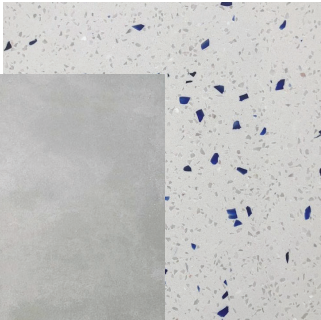


MURAL

DIMENTIONAL WALL



TILE FLOOR
TERAZZO LOOK



CONCRETE
LOOK FLOOR

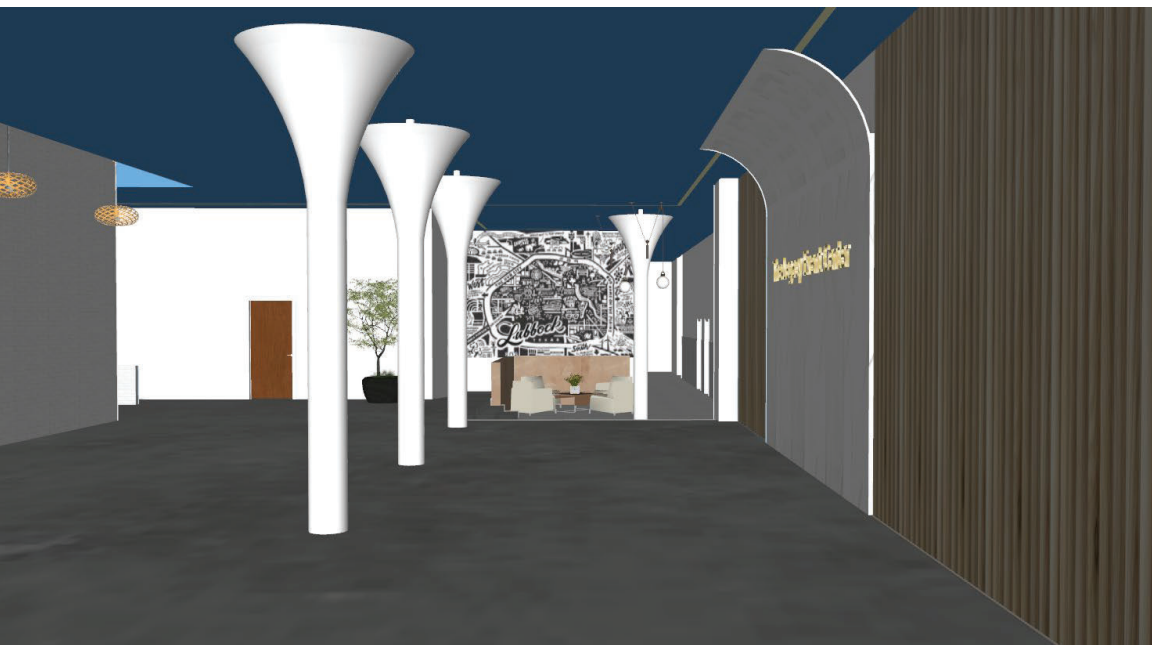
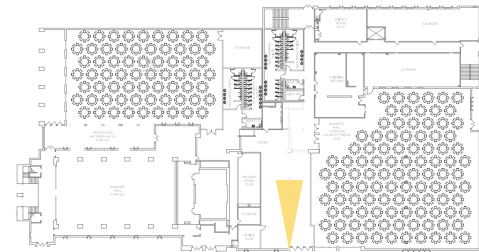


FLUTED WOOD
WALL TREATMENT

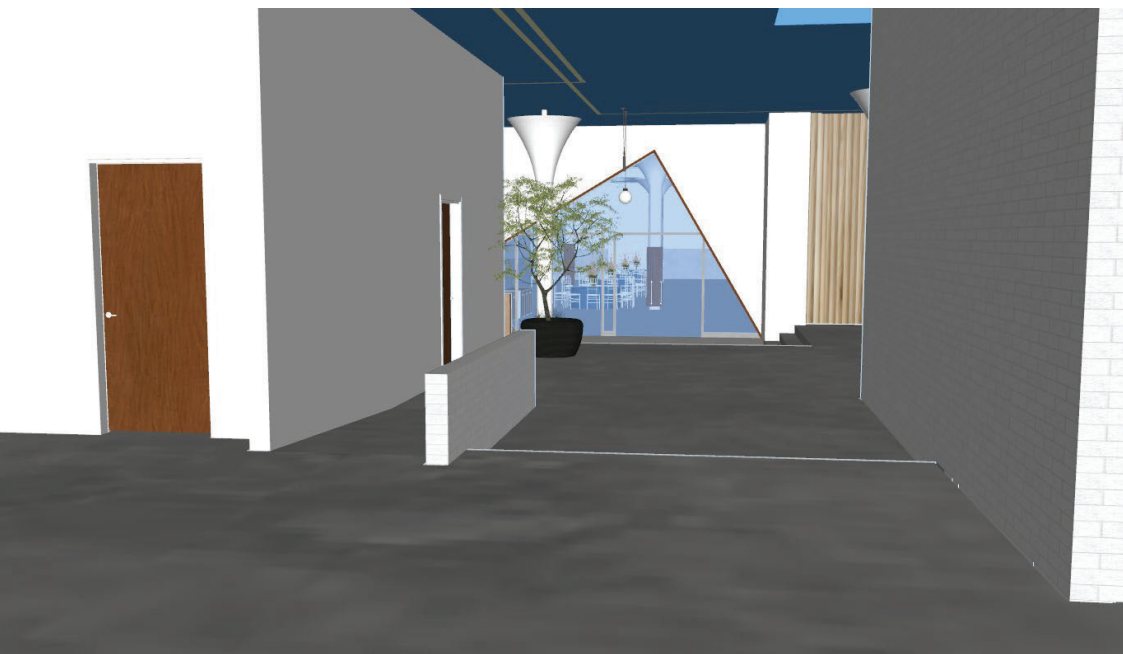
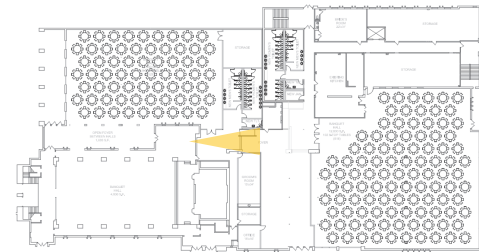


BLUE CEILING

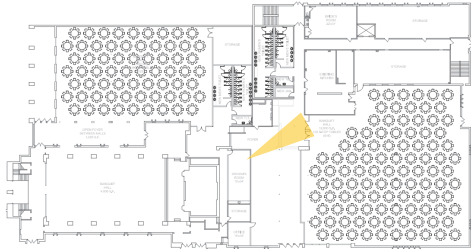
ENTRY CORRIDOR



ENTRY CORRIDOR



BANQUET 1 ENTRANCE



CONCRETE WALL PANELS



ORGANIC/WHIMSICAL CEILING CLOUDS



SKEWED MAIN ENTRANCE



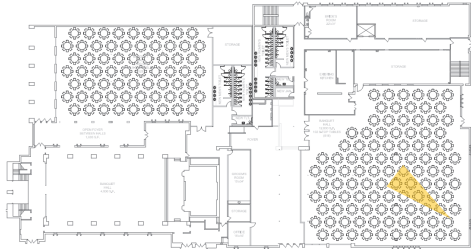
POLISHED CONCRETE FLOOR



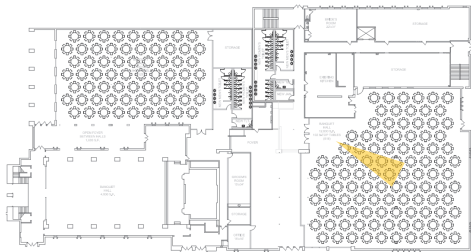
COLUMN DESIGN

BANQUET 1

BANQUET 1



BANQUET 1



BANQUET 2



METAL ARCH ENTRANCE



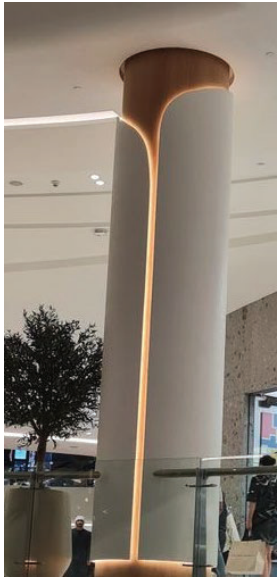
COLOR BLOCKING ARCH'S



PERFORATED
CEILING PANELS



GLASS



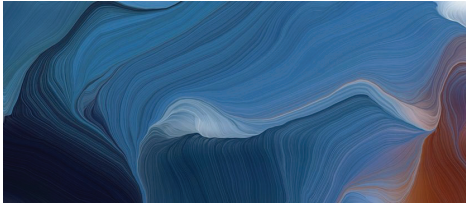
COLUMN DESIGN



POLISHED CONCRETE

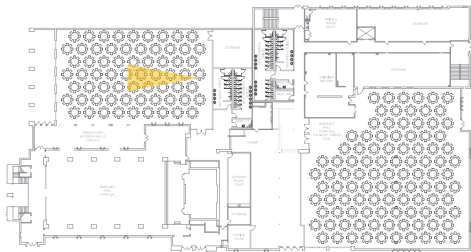


VENETIAN PLASTER

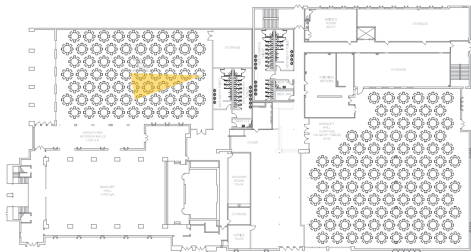


MURAL COLORS

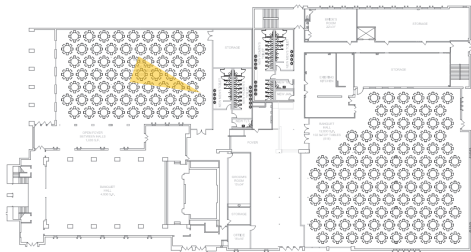
BANQUET 2



BANQUET 2



BANQUET 2



Information

Agenda Item

Resolution - Municipal Court: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Interlocal Agreement with Lubbock County, for Juvenile Case Manager Services.

Item Summary

On September 26, 2023, the City of Lubbock and Lubbock County entered into an Interlocal Agreement for Juvenile Case Manager Services. This joint agreement, which is renewed annually, is a strategic measure to help curb crimes committed by juveniles at the local level and prevent them from further involvement with the justice system. This allows for a comprehensive and coordinated system to reduce juvenile criminal activity.

Both parties of the Interlocal Agreement agree to Amendment No. 1, lowering the cost from \$120,500.00 to \$104,883.23, that the City reimburses to the County, for expenses related to Juvenile Case Manager Services.

Fiscal Impact

The cost to the City for Juvenile Case Manager Services is \$104,883.23 annually. This amount has been included in the proposed Municipal Court Budget for FY 2024-25, and is paid from a special revenue fund.

Staff/Board Recommending

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

Attachments

Resolution - Juvenile Case Manager
Amendment No. 1 - Interlocal Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Interlocal Agreement for Juvenile Case Manager Services originally executed September 26, 2023, Resolution No. 2023-R0474, by and between the City of Lubbock and Lubbock County, Texas, 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 Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Hon. Jorge Hernandez, Lubbock Municipal Judge

APPROVED AS TO FORM:



Rachael Foster, Assistant City Attorney

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT
JUVENILE CASE MANAGER SERVICES**

THIS FIRST AMENDMENT to the Interlocal Agreement for Juvenile Case Manager Services (the "Agreement"), is entered into by the City of Lubbock ("City"), and Lubbock County, Texas ("County"), (each a "Party," and collectively being the "Parties").

WHEREAS, on September 26, 2023, pursuant to Resolution No. 2023-R0474, City and County entered into an Interlocal Agreement for Juvenile Case Manager Services for an initial term of one (1) year with automatic renewals for successive one-year terms unless earlier terminated; and

WHEREAS, the Agreement's allocation amount for reimbursable expenses is subject to change in future years by mutual written agreement of the Parties as set forth in an anticipated amendment; and

WHEREAS, both Parties for good and valuable consideration now desire to amend said Agreement with regard to the allocation amount for reimbursable expenses pursuant to the Agreement;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and specific as hereinafter set forth, the City and County agree to amend and replace Section III of the Agreement between the Parties dated September 26, 2023, to read as follows:

III. CITY DUTIES

A. The City shall create a Juvenile Case Manager Fund and set a Juvenile Case Manager Fee at an amount sufficient to fund this Agreement, as allowed by Texas Code of Criminal Procedure article 102.0174 (b).

B. The City shall reimburse expenses of the County according to the provisions set forth in Section X of this Agreement, and as allowed by Texas Code of Criminal Procedure, Article 45.056(d). Specifically included are salaries, benefits, training and travel, and costs of administration of the Juvenile Case Manager program. The total amount allocated by the City per fiscal year under this Agreement shall be \$104,883.23, and said amount is subject to change in future years by mutual written agreement of the Parties as set forth in amendments as anticipated by this Agreement.

C. Referrals to Lubbock County shall be made by the Municipal Court, in the Court's sole discretion.

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

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

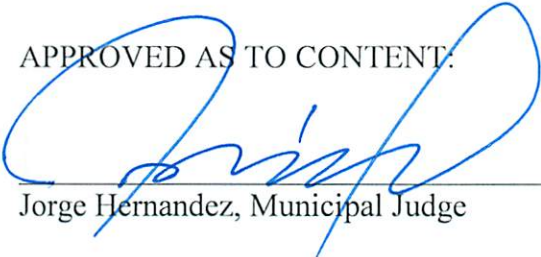
CITY OF LUBBOCK

Mark W. McBrayer, Mayor

ATTEST:


Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Jorge Hernandez, Municipal Judge

APPROVED AS TO FORM:



Rachael Foster
Assistant City Attorney

LUBBOCK COUNTY

Curtis Parrish, County Judge

ATTEST:

Kelly Pinion, County Clerk

APPROVED AS TO CONTENT:

William A. Carter II, Director
Lubbock County Juvenile Justice Center

APPROVED AS TO FORM:

Marlise Boyles
Civil Division
Lubbock County Criminal District
Attorney's Office

JUVENILE BOARD CHAIRMAN:

Douglas Freitag, District Judge

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute the renewal of the Interlocal Agreement between the City of Lubbock and Lubbock County, Texas, as constituent agencies of the Lubbock Metropolitan Special Crimes Unit, to identify, investigate, and deter violent criminal activity in Lubbock County.

Item Summary

The City of Lubbock (on behalf of the Lubbock Police Department) and Lubbock County, Texas (on behalf of the Lubbock County Sheriff and the Lubbock County Criminal District Attorney), as constituent agencies of the Lubbock Metropolitan Special Crimes Unit (LMSCU), agree to continue to staff the LMSCU. Each of the participating agency representatives will remain in place to identify, investigate, and deter violent crime wherever it may occur or be discovered in Lubbock County.

The Interlocal Agreement with Lubbock County and the participation with the LMSCU facilitated combating violent crimes in Lubbock County, beginning in 2018. The Lubbock Police Department (LPD) participation in the LMSCU will continue to have a positive impact as the LMSCU successfully performs its mission.

Fiscal Impact

The LPD will remain responsible for the salary, benefits and overtime of the LPD officers assigned to the Lubbock Metropolitan Special Crimes Unit. There is no additional cost to the City of Lubbock.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution

LMSCU Agreement - Resolution No. 2018-R0431

Memo - Highlights and Fiscal Review

Fiscal Review/Data Charts

RESOLUTION

WHEREAS, in 2018, the City of Lubbock and Lubbock County agreed to establish the Lubbock Metropolitan Special Crimes Unit (LMSCU), where representatives from both law enforcement agencies will cooperate and collaborate on investigatory activities related to the shared threat of violent crime wherever it may occur or be discovered in Lubbock County;

WHEREAS, the LMSCU continues to successfully perform its mission to further the ability of law enforcement agencies to identify, investigate, and deter violent criminal activity throughout Lubbock County;

WHEREAS, after conducting the required fiscal review of the anticipated costs to each entity in the LMSCU, the City of Lubbock has determined that the entities' mutual cooperation and sharing of resources will result in an equivalent benefit to each participating entity such that additional financial compensation from either entity to the other is not necessary; and

WHEREAS, the City of Lubbock desires to continue its participation in the LMSCU for an additional year;

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

THAT the City Council of the City of Lubbock hereby renews the **Local Administrative Agreement Between the Constituent Agencies of the Lubbock Metropolitan Special Crimes Unit**, an interlocal agreement by and between:

The City of Lubbock (on behalf of the Lubbock Police Department); and

Lubbock County, Texas, (on behalf of the Lubbock County Sheriff and the Lubbock County Criminal District Attorney);

Said **Local Administrative Agreement Between the Constituent Agencies of the Lubbock Metropolitan Special Crimes Unit** and any associated documents, are attached hereto and made a part of this Resolution for all intents and purposes.

The **Local Administrative Agreement Between the Constituent Agencies of the Lubbock Metropolitan Special Crimes Unit**, is hereby renewed, effective **October 1, 2024 through September 30, 2025**, without further substantive changes.

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

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Seth Herman, Chief of Police

APPROVED AS TO CONTENT:



W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:



Ryan Brooke, Senior Assistant City Attorney

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**LOCAL ADMINISTRATIVE AGREEMENT
BETWEEN THE CONSTITUENT AGENCIES
OF THE
LUBBOCK METROPOLITAN SPECIAL CRIMES UNIT
(LMSCU)**

Pursuant to Tex. Loc. Gov't Code §362.002(b), Lubbock County and the City of Lubbock hereby enter into this Agreement to form a mutual aid law enforcement task force, to be known as the Lubbock Metropolitan Special Crimes Unit (LMSCU), to cooperate in certain criminal investigations and law enforcement in Lubbock County, as set forth in Exhibit A.

The initial term of this Agreement shall be from the date of signing by all parties until September 30, 2019. Any party may terminate their participation in this Agreement upon one hundred-twenty (120) days notice to the other party. Not sooner than ninety (90) days prior to the end of a term, this Agreement may be renewed by the governing bodies of the participating entities for additional one year terms running from October 1 to September 30 of each year.

Pursuant to Tex. Loc. Gov't Code §362.002(b), peace officers employed by Lubbock County and the City of Lubbock shall have only the additional investigative authority throughout Lubbock County as set forth in this Agreement.

As required by Tex. Loc. Gov't Code §362.002(b), this Agreement provides for the compensation of the peace officers involved in the activities of the task force, as set forth in Exhibit B.

Pursuant to Tex. Loc. Gov't Code §362.002(c), a law enforcement officer employed by Lubbock County or the City of Lubbock may make an arrest outside the county or municipality in which the officer is employed but within the area covered by the Agreement.

Pursuant to Tex. Loc. Gov't Code §362.002(c), the law enforcement agencies of the area where the arrest is made shall be notified of the arrest without delay, and the notified agency shall make available the notice of the arrest in the same manner as if the arrest were made by a member of that agency.

Pursuant to Tex. Loc. Gov't C. §362.003(a), while a law enforcement officer regularly employed by Lubbock County or the City of Lubbock is in the service of the other according to this chapter, the officer is a peace officer of the other and is under the command of the law enforcement officer who is in charge in that county or municipality.

Pursuant to Tex. Loc. Gov't C. §362.003(a), the officer has all the powers of a regular law enforcement officer of that county or municipality as fully as if the officer were in the county or municipality where regularly employed. Qualification for office in the territory of regular employment constitutes qualification for office in the other county or municipality and no additional oath, bond, or compensation is needed.

Pursuant to Tex. Loc. Gov't C. §362.003(b), a law enforcement officer who is ordered by the official designated by the governing body of the county or municipality to perform police or peace duties outside the limits of the county or municipality where regularly employed is entitled to the same wage, salary, pension, and other compensation and rights, including injury or death benefits, as if the service were rendered in the county or municipality of the officer's regular employment. The officer is also entitled to payment for any reasonable expenses incurred for travel, food, or lodging while on duty outside the limits of the territory of the officer's regular employment.

Pursuant to Tex. Loc. Gov't C. §362.003(c), Lubbock County and the City of Lubbock shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses for their respective law enforcement officers. All compensation and reimbursements will be made pursuant to the terms set forth in Exhibit B. Payments will be made only between Lubbock County and the City of Lubbock.

Lubbock County and the City of Lubbock shall assign officer(s) to the LMSCU, with the intention that the officer(s) will be assigned on a dedicated, rather than rotational basis. Lubbock County and the City of Lubbock shall assign employees to the LMSCU in accordance with the schedule, as set forth in Exhibit C-1 and facilities and equipment in accordance with the schedule, as set forth in Exhibit C-2.

Subject to the forgoing provisions and the requirements of state and federal law, specifically including Tex. Loc. Gov't C. Chapter 362, which laws shall in all cases prevail over any conflicting provision in this Agreement or in any Exhibit or attachment thereto, the county and municipality agree to operate the LMSCU according to the Standard Operating Procedures (SOPs), as set forth in Exhibit D.

The parties understand and acknowledge that the funding of this Agreement is contained in each party's annual budget and is subject to the approval of each party in each fiscal year. The parties further agree that should the governing body of any of the parties fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the governing body of any of the parties fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to that party and the party shall then have no further obligation to the any other party. When the funds budgeted or certified during any fiscal year by a party to discharge its obligations under this Agreement are expended, any other party's sole and exclusive remedy shall be to terminate this Agreement. If this Agreement is between governmental entities, as defined by Chapter 791 of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas and the parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

This Agreement is entered solely by and between, and may be enforced only by and among the parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.

Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.

This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

The parties expressly acknowledge that they are governmental entities governed by the laws and Constitution of the State of Texas and that their authority to indemnify and/or hold harmless each other and/or any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by any party which is a governmental entity is invalid.

Peace officers employed by the City of Lubbock may be called upon to conduct or participate in investigations outside the municipal limits of the City of Lubbock, in which case they will do so at the request of Lubbock County and not at the request of any other municipality located in Lubbock County. The City of Lubbock shall look only to Lubbock County for compliance with the terms of this Agreement.

SOVEREIGN IMMUNITY ACKNOWLEDGED AND RETAINED

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.

EXECUTED IN MULTIPLE DUPLICATE COUNTERPARTS

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**LOCAL ADMINISTRATIVE AGREEMENT
BETWEEN THE CONSTITUENT AGENCIES
OF THE
LUBBOCK METROPOLITAN SPECIAL CRIMES UNIT
(LMSCU)**


FOR LUBBOCK COUNTY, TEXAS:

BY: 
THOMAS V. HEAD,
COUNTY JUDGE


ATTEST:

BY: 
KELLY FINION,
COUNTY CLERK

APPROVED AS TO CONTENT:

BY: 
KELLEY LOWE,
SHERIFF

APPROVED AS TO FORM:

BY: 
NEAL BURT,
ASSISTANT CRIMINAL DISTRICT
ATTORNEY, CIVIL DIVISION

**LOCAL ADMINISTRATIVE AGREEMENT
BETWEEN THE CONSTITUENT AGENCIES
OF THE
LUBBOCK METROPOLITAN SPECIAL CRIMES UNIT
(LMSCU)**

FOR THE CITY OF LUBBOCK, TEXAS:

BY: 
DANIEL M. POPE,
MAYOR

ATTEST:

BY: 
REBECCA GARZA,
CITY SECRETARY

APPROVED AS TO CONTENT:

BY: 
GREGORY W. STEVENS,
CHIEF OF POLICE

APPROVED AS TO FORM:

BY: 
JOHN C. GRACE,
ASSISTANT CITY ATTORNEY



To: Todd Peckham, Deputy Chief – Investigations Bureau
From: Mario Gonzalez, Lieutenant – Metro/Major Crimes – Investigations Bureau *mg*
Subject: Metropolitan Special Crimes Unit Interlocal Agreement – Fiscal Review 2024
Date: September 1, 2024

We are in the process of renewing the Lubbock Metropolitan Special Crimes Unit (Metro) Interlocal Agreement. This renewable agreement will continue to govern the collaborative investigative efforts of the Lubbock County Sheriff's Office and the Lubbock Police Department in response to violent crime in Lubbock County.

Exhibit B, of the current Interlocal agreement, requires a fiscal review and report to the City Council prior to renewal. I have attached Exhibit B, as it directs both participating agencies to complete this requirement. In response to Exhibit B, I submit the following fiscal review and report for the Metro unit's anticipated operational costs and activities for FY2024-25.

HIGHLIGHTS

Since the introduction of the Metro Unit, November 2018, Metro has successfully investigated 231 high profile cases. This number includes 155 homicide investigations and 76 special investigations. Of the 76 special investigations, 19 were officer involved shootings and 13 were in-custody death investigations at the Lubbock County Detention Center.

To date, all but 7 homicide investigations have been either closed or cleared by arrest. The only open homicide investigations are Lubbock Police Department homicides under LPD #19-39725, LPD #20-656, LPD #21-49494, LPD #22-29297, LPD #22-34586, LPD #23-1262, LPD #23-4400.

FISCAL REVIEW

I have completed a fiscal review and report for the associated costs relating to the Lubbock Police Department continuing to partner with the Lubbock County Sheriff's Office in staffing the Metro unit. I have attached the comparative compensation data and a detailed spreadsheet of all the associated costs.

I believe the continued participation in the Metro Unit, and the mutual cooperation and sharing of resources, has resulted in an equivalent benefit. Furthermore, the Lubbock Police Department's continued participation will not require the City of Lubbock to provide financial compensation to Lubbock County.

Please see the attachments for more detailed information.

**LUBBOCK METROPOLITAN SPECIAL CRIMES UNIT (METRO)
COMPARATIVE COMPENSATION DATA
August 2024**

Lubbock County Comparative Resources

Personnel

- A. Lubbock County will provide two (2) investigators for the unit. Here is a breakdown of their salaries, regular and overtime rates.
- a. 2 Investigators/ID Staff @ regular pay = \$49.04 (hourly, per INV.)
 - b. 2 Investigators/ID Staff @ overtime pay = \$73.56 (hourly, per INV.)

Facilities

- A. Lubbock County will provide the office space for the METRO unit. The office space is located on the 4th floor of the Lubbock County Annex Building located at 916 Main Street, Suite 401.
- B. The facilities breakdown is all inclusive.
- a. Lease space, total square footage is 2,837 sq. ft. The price per square foot is \$15.75 sq. ft. (annually)
 - b. Parking garage fees are 10 spaces @ \$96 per space (annually)
- C. Lubbock County will provide office furniture, computer terminals, and telephone systems. This initial set-up provision will be an estimated \$12,000.00 with replacement costs every 3-5 years.

City of Lubbock Comparative Resources

Personnel

- A. City of Lubbock will provide one (1) commander, one (1) sergeant, and (2) detective/corporal and three (3) investigators for the unit. Here is a breakdown of their salaries, regular and overtime rates.
- a. 3 investigators @ regular pay = \$44.261 (hourly), 3 @ overtime pay = \$66.392 (hourly, per Inv.)
 - b. 2 detective/corporal @ regular pay = \$44.924 (hourly), 2 @ overtime pay = \$67.386 (hourly)
 - c. 1 sergeant @ regular pay = \$52.502 (hourly), 1 @ overtime pay = \$78.753 (hourly)
 - d. 1 commander @ regular pay = \$59.610 (hourly), 1 @ overtime pay = \$89.415 (hourly)

Lubbock County Investigations

Homicides 2019 – 2023 (including incorporated communities of Lubbock County)

Total = 9

AVG = 2 (Rolling 5-year average)

City of Lubbock Investigations

Homicides 2019 – 2023 (City of Lubbock only)

Total = 146

AVG = 29 (Rolling 5-year average)

The METRO Unit is comprised of the listed County Investigators, LPD Investigators, and LPD Supervisors combined together as a collaborative unit. METRO will work all the cases described, therefore the cost to provide services will increase, as we take on the fiscal burden of performing an additional 2 investigations (average, per year).

This comparative compensation schedule reflects what Lubbock County provides to the Metro Unit to compensate the City for investigations performed in Lubbock County. Lubbock County supplied assets and resources are applied to fulfil this compensation requirement. In addition, Lubbock County investigators required to perform investigations inside the City far surpasses any other calculated value.

Typical breakdown of a Metro investigation, based on 48 hours to work the case. This is not 48 hours non-stop, but a total 48 hours over a period of days or a week.

- The percentage of time involved is greater at the beginning of an investigation, lesser as the investigation proceeds. Typically the peak time, which may include peak OT is at the beginning of the investigation. Some of the work may be done during normal work hours, at a straight time rate.
- Here is the percentage of responsibility for work and oversight, based on job function.

Detective = 100% time applied is for investigative work

Sergeant = 50% of time applied is for supervision, 25% for investigative work, 25% for management/oversight

Commander = 75% of time applied is for management/oversight, 25% for supervision

Timeline of a notification/callout "Homicide" investigation:

If the notification/callout is after hours or a weekend, it will involve OT. If not, it will be at normal straight time pay rates.

- 2 Detectives (either LPD or LSO), 1 LPD Sergeant, 1 LPD Commander will respond to the callout. The detectives could be both LPD, both LSO, and/or a combination of the two.

TYPICAL TIMELINE:

1st day @ 15 hours of investigative work, 15 hours of supervision, 15 hours of management/oversight

2nd day @ 10-12 hours of investigative work, 8 hours of supervision, 8 hours of management/oversight

3rd day @ 5-7 hours of investigative work, 4 hours of supervision, 4 hour of management/oversight

4th day @ 2-4 hours of investigative work, 4 hour of supervision, 4 hours of management/oversight

5th day ALL @ 10 hours (normal duty day) management, administrative/maintenance activity, report writing, etc

TIME TOTALS:

At peak time, based on the general assumptions above

- Detective(s) will work 42-48 hours per investigation (2 Detectives)
- Sergeant will work 40-41 hours per investigation (1 Sergeant)
- Commander will work 40-41 hours per investigation (1 Commander)

OT v. STRAIGHT PAY RATE:

- Will depend on the callout, GENERALLY the 1st day is OT, the remaining days are straight rates
- This only reflects base pay, (Straight or OT) does not include certification and longevity pay rates

Lubbock Metropolitan Special Crimes Unit (METRO Unit)

As is: LPD Detective Division (Percentage Of Costs = 100%)

* Estimated Cost per Investigation City of Lubbock:

| | Regular Pay hours estimate | Regular Pay | Regular Pay Cost | Overtime Pay hours estimate | Overtime Rate | Overtime Pay Cost | Cost | Total Benefits on Cases |
|----------------------|-------------------------------|-------------|------------------|--------------------------------|---------------|----------------------|--------------|----------------------------|
| (3)LPD investigators | 33 | 44,261 | \$ 4,381.84 | 15 | 66.392 | \$ 2,987.64 | \$ 7,369.48 | \$ 3,308.33 |
| (2)LPD detective | 33 | 44,924 | 2,964.98 | 15 | 67.386 | 2,021.58 | 4,986.56 | 1,452.15 |
| (1) Sergeant | 26 | 52,502 | 1,365.05 | 15 | 78.753 | 1,181.30 | 2,546.35 | 755.79 |
| (1) Commander | 26 | 59.61 | 1,549.86 | 15 | 89.415 | 1,341.23 | 2,891.09 | 844.39 |
| | | | \$ 10,261.74 | | | \$ 7,531.74 | \$ 17,793.48 | \$ 6,360.67 |

*Salary factors based on Step F pays scale for Investigators/ Step A pay scale for Detective/Step C pay scale for Sergeant and Commander of the City of Lubbock Civil Service Pay Schedule FY 23-24

Estimated Annual City of Lubbock Investigations (based on 2019-2023 data)

Estimated Annual Cost City of Lubbock Investigations, salaries (+) benefits (29 times \$24,154.15)
Office Furniture/Computer Terminals/Telephone System (*estimated \$12,000 every 4 years)

| | |
|-----------------------|---------------|
| 29 | \$ 700,470.35 |
| | 3,000.00 |
| Total annual Estimate | \$ 703,470.35 |

Proposed: Lubbock Metropolitan Special Crimes Unit (Percentage Of Shared Costs)

* Estimated Cost per Investigation

| | Regular Pay hours estimate | Regular Pay | Regular Pay Cost | Overtime Pay hours estimate | Overtime Rate | Overtime Pay Cost | Work Variable Cost | Total Cost of Benefits on Cases |
|----------------------|-------------------------------|-------------|------------------|--------------------------------|---------------|----------------------|-----------------------|------------------------------------|
| (1)LPD investigators | 33 | 44,261 | \$ 1,460.61 | 15 | 66.392 | \$ 995.88 | 50% | \$ 1,228.25 |
| (1)LPD detective | 33 | 44,924 | 1,482.49 | 15 | 67.386 | 1,010.79 | 50% | 1,246.64 |
| (1) Sergeant | 26 | 52,502 | 1,365.05 | 15 | 78.753 | 1,181.30 | 100% | 2,546.35 |
| (1) Commander | 26 | 59.61 | 1,549.86 | 15 | 89.415 | 1,341.23 | 100% | 2,891.09 |
| | | | \$ 5,858.02 | | | \$ 4,529.19 | | \$ 7,912.32 |
| | | | | | | | | \$ 2,541.75 |

*Salary factors based on Step F pays scale for Investigators/ Step A pay scale for Detective/Step C pay scale for Sergeant and Commander of the City of Lubbock Civil Service Pay Schedule FY 23-24

Estimated Annual Lubbock County Investigations (based on 2019-2023 data)

Estimated Annual City of Lubbock Investigations (based on 2019-2023 data)

Estimated Annual Cost City of Lubbock Investigations (31 X \$10,454.07)

| | |
|----|---------------|
| 2 | \$ 324,076.17 |
| 29 | |

Estimated Cost Savings per Special Crime Unit (Metro Case Specific):

| | | |
|----------|---------------|--------------------------------|
| As is | \$ 703,470.35 | [LPD 100% @ 29 per year] |
| Proposed | \$ 324,076.17 | [Shared expense @ 31 per year] |
| Savings | \$ 379,394.18 | [(+) Net Gain] |

Notes/Gains from METRO:

- (1) Savings on LPD Detective's time, not a true dollar savings as they will continue to be paid, allows more time to work other cases (Re-investigations)
- (2) Unquantifiable benefit: Lubbock County provides office space, utility costs and parking for METRO. Metro is located at 916 Main St. Suite 401
- (3) Better quality investigations, based on a more experienced team involved in all investigations, equals improved liaison with Lubbock County District Attorney's Office and Judges
- (4) Eliminates communication and logistical problems caused by overlapping jurisdictions with all local, area and state-wide law enforcement agencies

Lubbock Metropolitan Special Crimes Unit (The METRO)

As is: LSO CID Division (Percentage Of Costs = 100%)

* Estimated Cost per Investigation Lubbock County:

| | Regular Pay hours estimate | Regular Pay | Regular Pay Cost | Overtime Pay hours estimate | Overtime Rate | Overtime Pay Cost | Cost |
|------------------|-------------------------------|-------------|------------------|--------------------------------|---------------|----------------------|-------------|
| (1) Investigator | 33 | 49.04 | \$ 1,618.32 | 15 | 73.56 | \$ 1,103.40 | \$ 2,721.72 |
| (1) Investigator | 33 | 49.04 | \$ 1,618.32 | 15 | 73.56 | \$ 1,103.40 | \$ 2,721.72 |
| | | | \$ 3,236.64 | | | \$ 2,206.80 | \$ 5,443.44 |

*Salary factors based on Lubbock County Pay Schedule IR.123

Estimated Annual Lubbock County Investigations (based on 2019-2023 data)

Estimated Annual Cost Lubbock County Investigations (2 X \$5,443.44)

| | |
|-----------------------|--------------|
| Total annual Estimate | \$ 10,886.88 |
| | \$ 10,886.88 |

Proposed Lubbock Metropolitan Special Crimes Unit (Percentage Of Shared Costs)

* Estimated Cost per Investigation Lubbock County:

| | Regular Pay hours estimate | Regular Pay | Regular Pay Cost | Overtime Pay hours estimate | Overtime Rate | Overtime Pay Cost | Work Variable | Cost |
|------------------|-------------------------------|-------------|------------------|--------------------------------|---------------|----------------------|---------------|-------------|
| (1) Investigator | 33 | 49.04 | \$ 1,618.32 | 15 | 73.56 | \$ 1,103.40 | 50% | \$ 1,360.86 |
| (1) Investigator | 33 | 49.04 | \$ 1,618.32 | 15 | 73.56 | \$ 1,103.40 | 50% | \$ 1,360.86 |
| | | | \$ 3,236.64 | | | \$ 2,206.80 | | \$ 2,721.72 |

*Salary factors based on Lubbock County Pay Schedule IR.123

Estimated Annual Lubbock County Investigations (based on 2019-2023 data)

Estimated Annual City of Lubbock Investigations (based on 2019-2023 data)

Estimated Annual Cost Lubbock County Investigations (31 X \$2,721.72)

Office Furniture Computer Terminals/Telephone System (*estimated \$12,000 every 4 years)

| | |
|--|--------------|
| | \$ 84,373.32 |
| | \$ 3,000.00 |
| | \$ 87,373.32 |

Estimated Cost Savings per Special Crime Unit (Metro Case Specific):

| | | |
|----------|----------------|--------------------------------|
| As is | \$ 10,886.88 | [LSO 100% @ 2 per year] |
| Proposed | \$ 87,373.32 | [Shared expense @ 31 per year] |
| Savings | \$ (76,486.44) | [(-) Net Loss] |

Notes/Gains from METRO:

- (1) Savings on LPD Detective's time, not a true dollar savings as they will continue to be paid, allows more time to work other cases (Re-Investigations)
- (2) Unquantifiable benefit: Lubbock County provides office space, utility costs and parking for METRO. Metro is located at 916 Main St. Suite 401
- (3) Better quality investigations, based on a more experienced team involved in all investigations, equals improved liaison with Lubbock County District Attorney's Office and Judges
- (4) Eliminates communication and logistical problems caused by overlapping jurisdictions with all local, area and state-wide law enforcement agencies

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the City Manager to establish a program to transfer ownership of service duty weapons to retired Lubbock Police Department officers.

Item Summary

In order to better serve the public, the Lubbock Police Department requests authorization to transfer ownership of a police officer's service weapon to him/her upon the officer's retirement, at no cost to the officer. This transfer will enable the City to retain the benefit of the retiree's professional abilities, and will ensure that the retired police officers are well-equipped with a law enforcement-grade weapon with which they are familiar and well-trained.

Fiscal Impact

The cost to the City is \$599.96 per LPD Sworn Retiree, and is funded in LPD's Operating Budget.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution-Retiree Pistol Ownership Transfer

RESOLUTION

WHEREAS, the City of Lubbock (the "City") has established a Police Department that is comprised of well-trained and qualified police officers who protect the safety and welfare of the citizens of the City; and

WHEREAS, the City Council of the City (the "City Council") desires to retain the benefits of the professional abilities and protections provided by its police officers even after these officers retire from its Police Department; and

WHEREAS, the City Council finds that ensuring its retired police officers retain their service duty weapons issued to them while in the employment of the Police Department enables these officers to continually train better and qualify to carry a law enforcement-grade weapon that they have utilized and trained with for years; and

WHEREAS, the City Council further finds that by legally transferring ownership of issued service duty weapons to its retired police officers at no cost serves the public by ensuring that adequately trained and armed police officers are in the community, well-equipped to respond to emergencies; and

WHEREAS, the City finds that there is a public purpose in, and hereby establishes, a policy to legally transfer ownership of issued service duty weapons to Lubbock Police Department retired officers at no cost; NOW, THEREFORE:

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

THAT the City Manager shall establish a program to transfer ownership of service duty weapons to retired Lubbock Police Department officers in accordance with the policy as set forth above.

Passed by the City Council on _____, 2024.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Seth Herman, Police Chief

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2024-O0113, 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.

Item Summary

On August 27, 2024, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on 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. 2023-00054, 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. 2023-00054 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 _____.

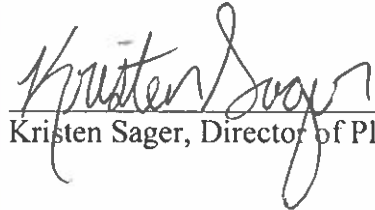
Passed by the City Council on second reading on _____.

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

| 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. 2023-00054 (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
vwelling@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

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, <i>Principal Arterial, Complete</i> | R.O.W. 110 feet, seven-lane, undivided, paved | R.O.W. 110 feet, seven-lane, undivided, paved |
| 70 th 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:

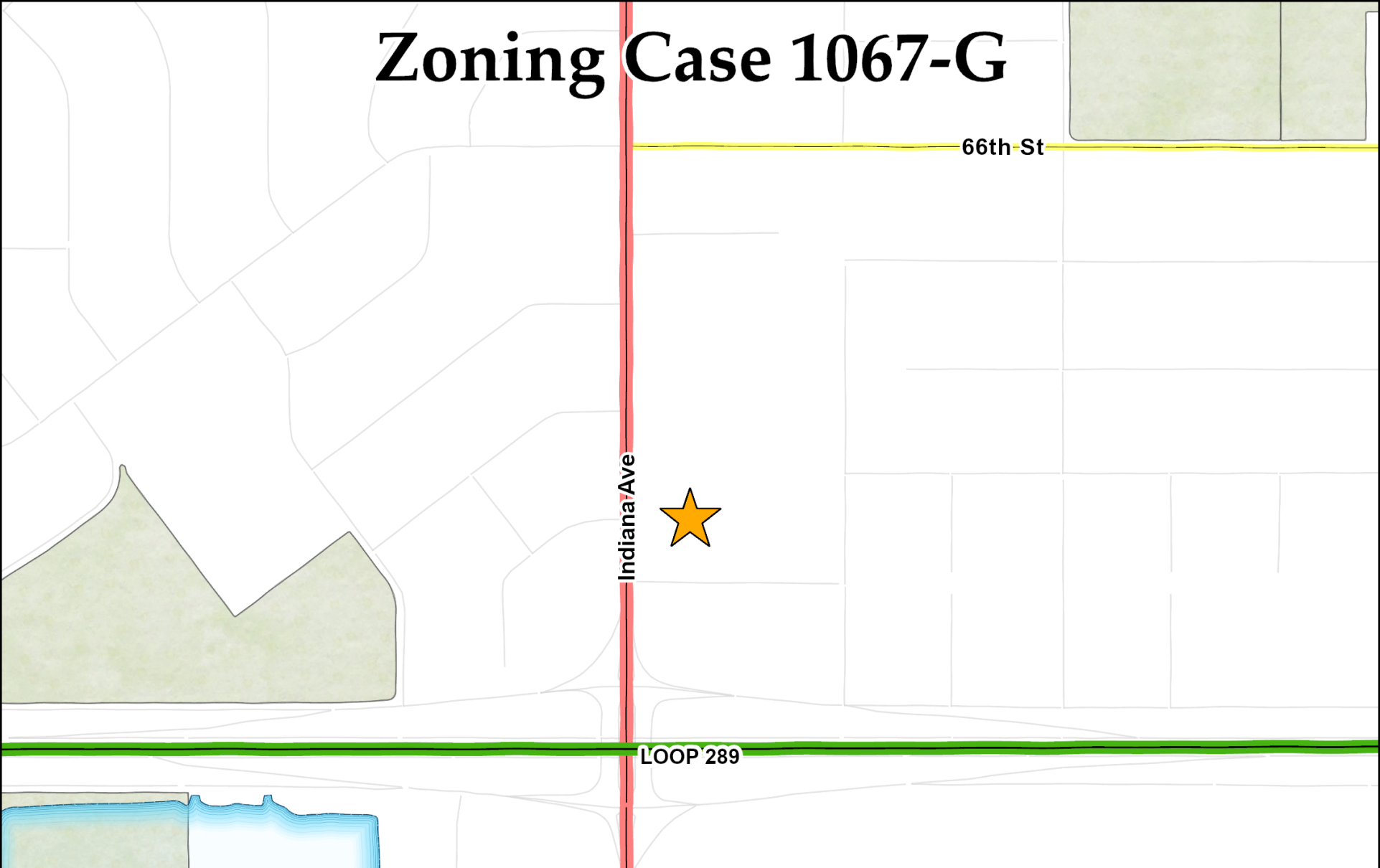
Zone Case 1067-G

- That the Specific Use is limited to one smoke shop on the parcel to be located at 6913 Indiana Avenue.

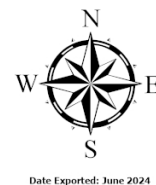
The Commission voted 7 (in favor) to 1 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

BRANDON HARDAWAY cast the vote in opposition.

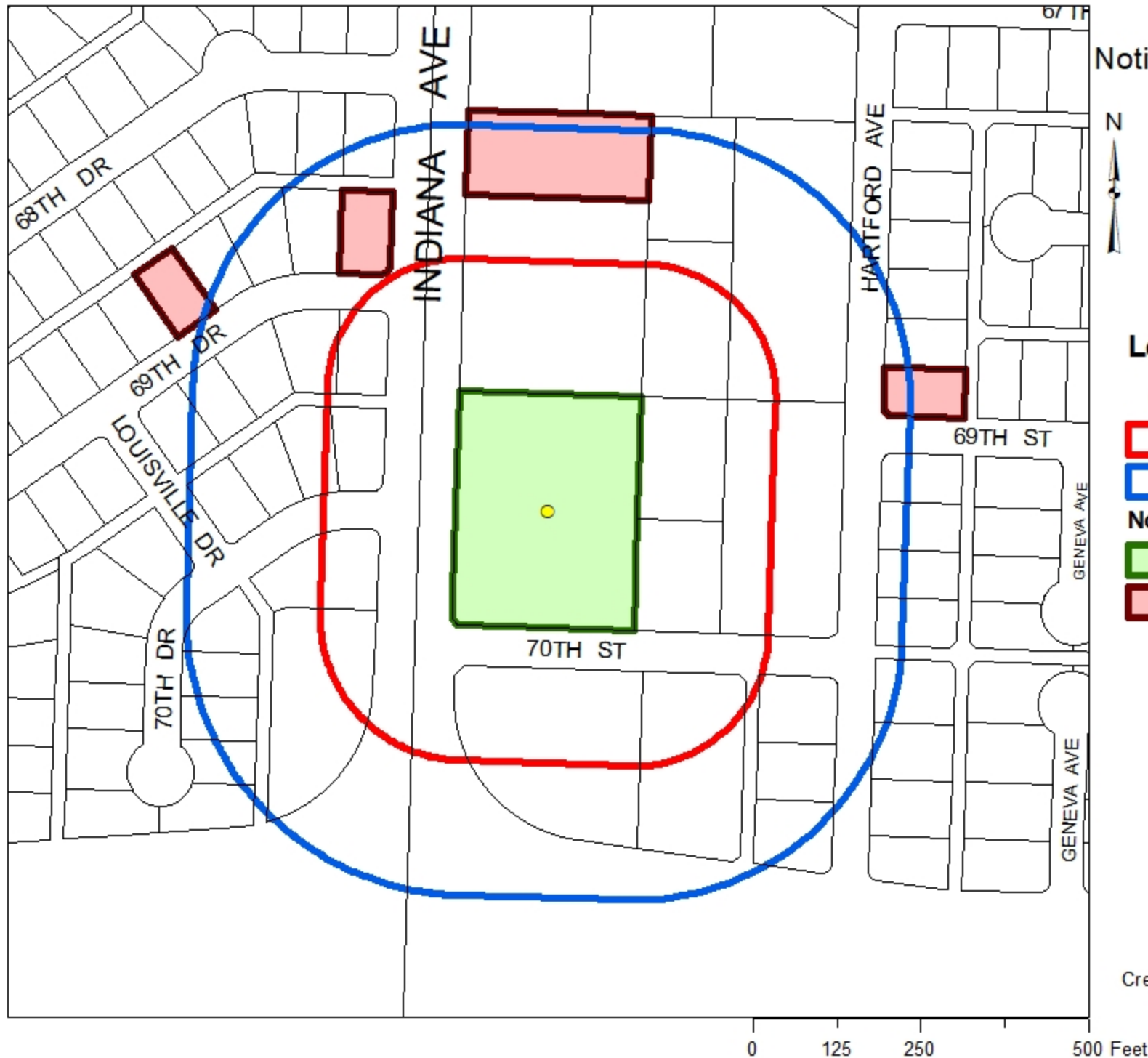
Zoning Case 1067-G



| Collector | Minor Arterial | Modified Arterial | Principal Arterial | Freeway |
|-----------|----------------|-------------------|--------------------|---------------------|
| Completed | Completed | Partial | Completed | Completed |
| Partial | Partial | Future | Partial | Partial |
| Future | Future | | Future | Proposed Outer Loop |

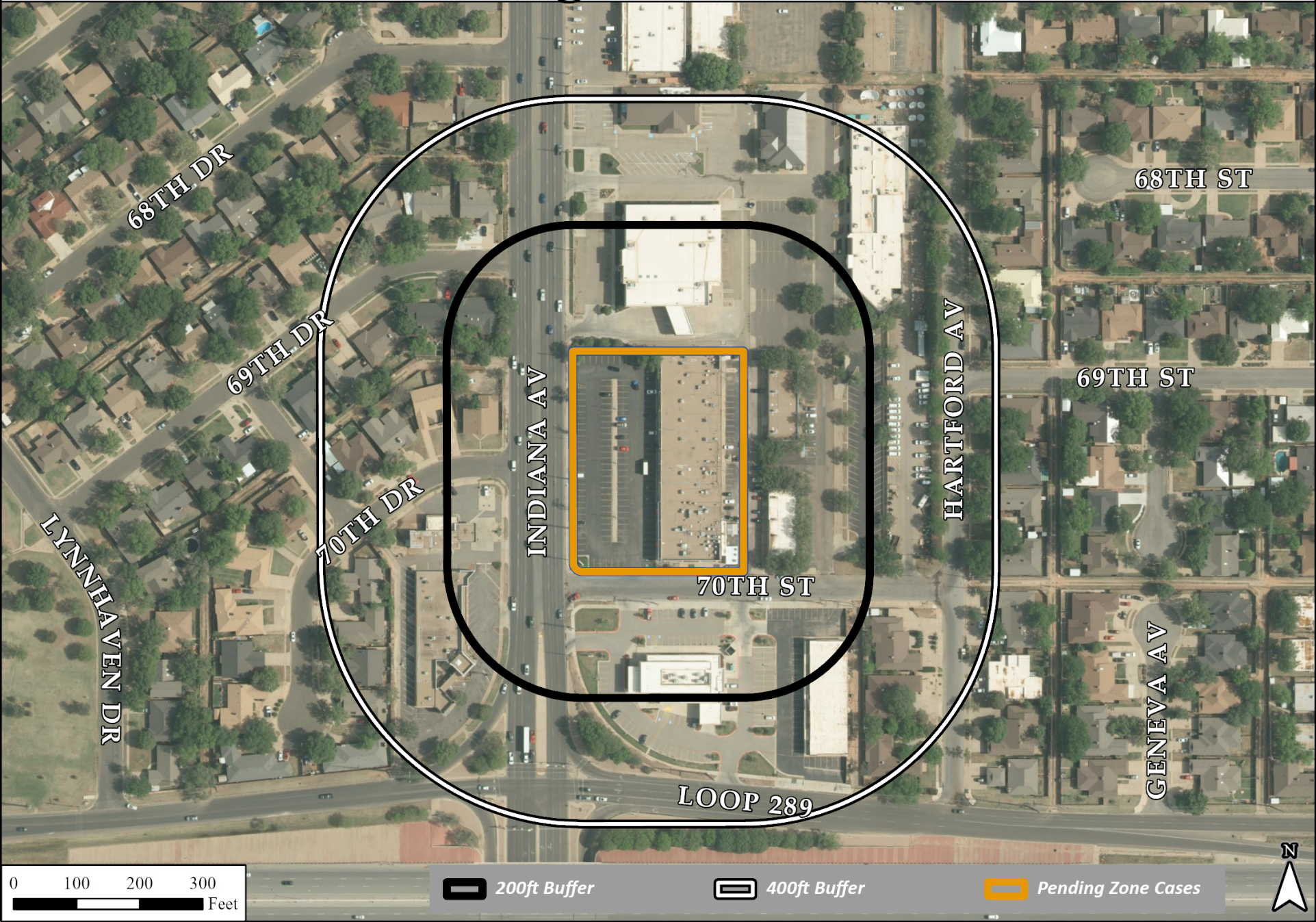


PZC Mailout Notifications Received

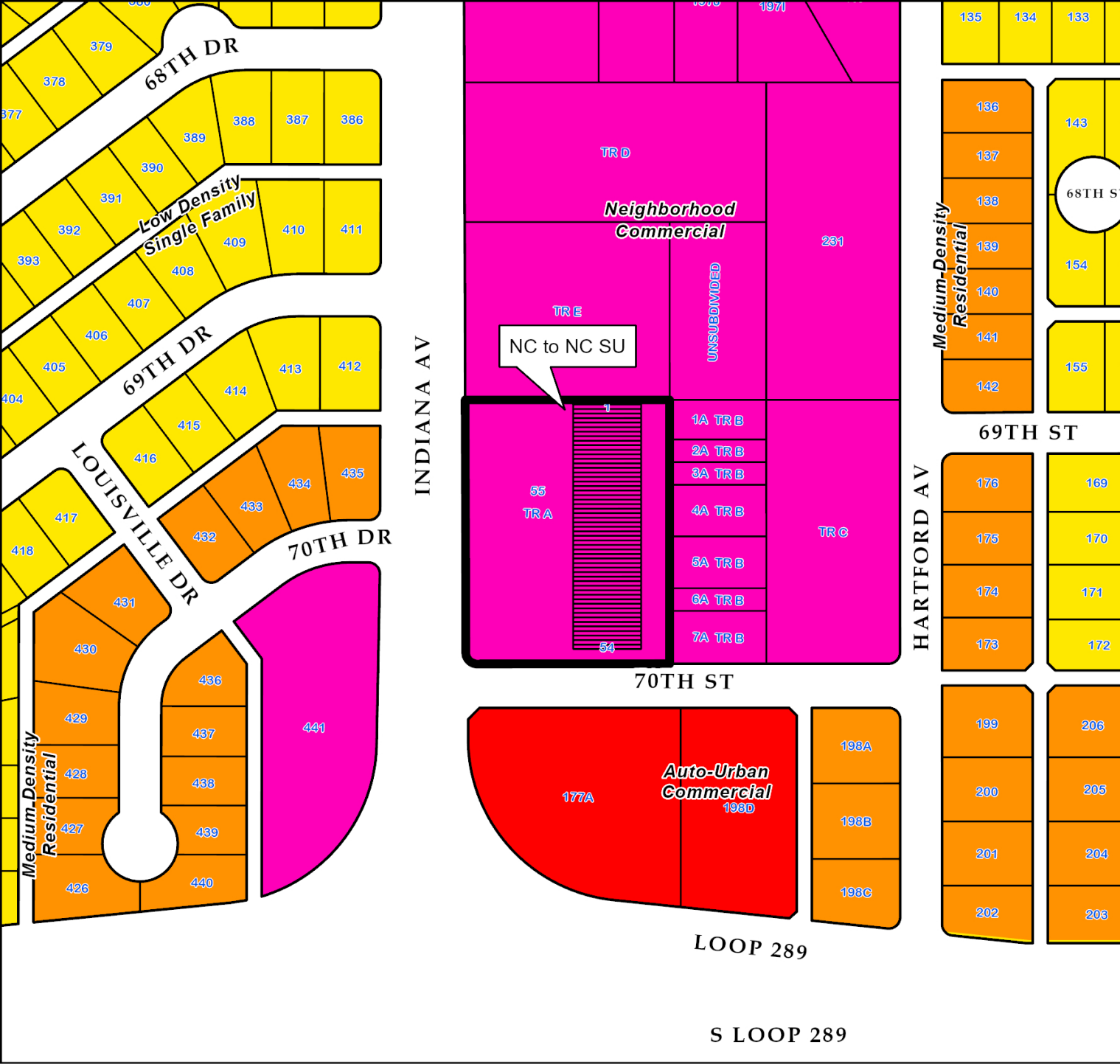


Created by Planning Department
Date: 7/30/2024

Zoning Case 1067-G



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.



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: 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 ☒

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

☒

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 Men 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:

Belinda Gamboa

Address:

3402 69th Dr Lubbock TX

Address of Property Owned:

3402 69th Dr

Phone Number:

806 789-7774

Email:

Belinda@ShcGlobal.net

Zone Case Number: **1067-G**

R33329

Recipient 26 of 47

GAMBOA JOHN MICHAEL &

BELINDA S

3402 69TH DR

LUBBOCK

TX 79413-6128



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: 
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**
BESPIN PROPERTIES LLC
12505 QUAKER AVE # B
LUBBOCK TX 79424-7743

R104719

Recipient 11 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 KATHY KRILE

Signature: K. Krile

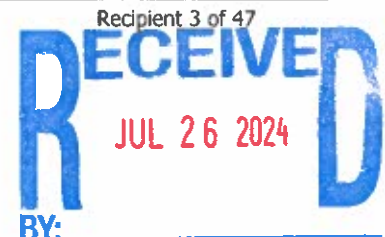
Address: 3410 69th DRIVE

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



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:

- TOO MUCH TRAFFIC & NOT ENOUGH PARKING WITH ORLANDO'S
- THIS WILL FORCE MORE PARKING DOWN TOWN NEAR STAR ER
- WILL IMPEDE ACCESS TO HARTFORD AVE FOR RESIDENTS

Print Name

WALKING C REALTY LLC

Signature:

[Handwritten Signature]

Address:

10504 SAVANNAH AVE LBBK 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





AI# 12713

Regular City Council Meeting

09/10/2024:

5. 26.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2024-00114, 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.

Item Summary

On August 27, 2024, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on 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. 2023-00054 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. 2023-00054 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

| 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. 2014-00150: The subject properties were annexed into City Limits and zoned Transition District (T).
- February 9, 2017, Zone Case 3303, Ordinance No. 2017-00019: The properties were rezoned from (T) to Industrial Park (IDP).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from IDP to Industrial Park 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 Addition, 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 District (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, <i>Minor Arterial, Incomplete</i> | 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.

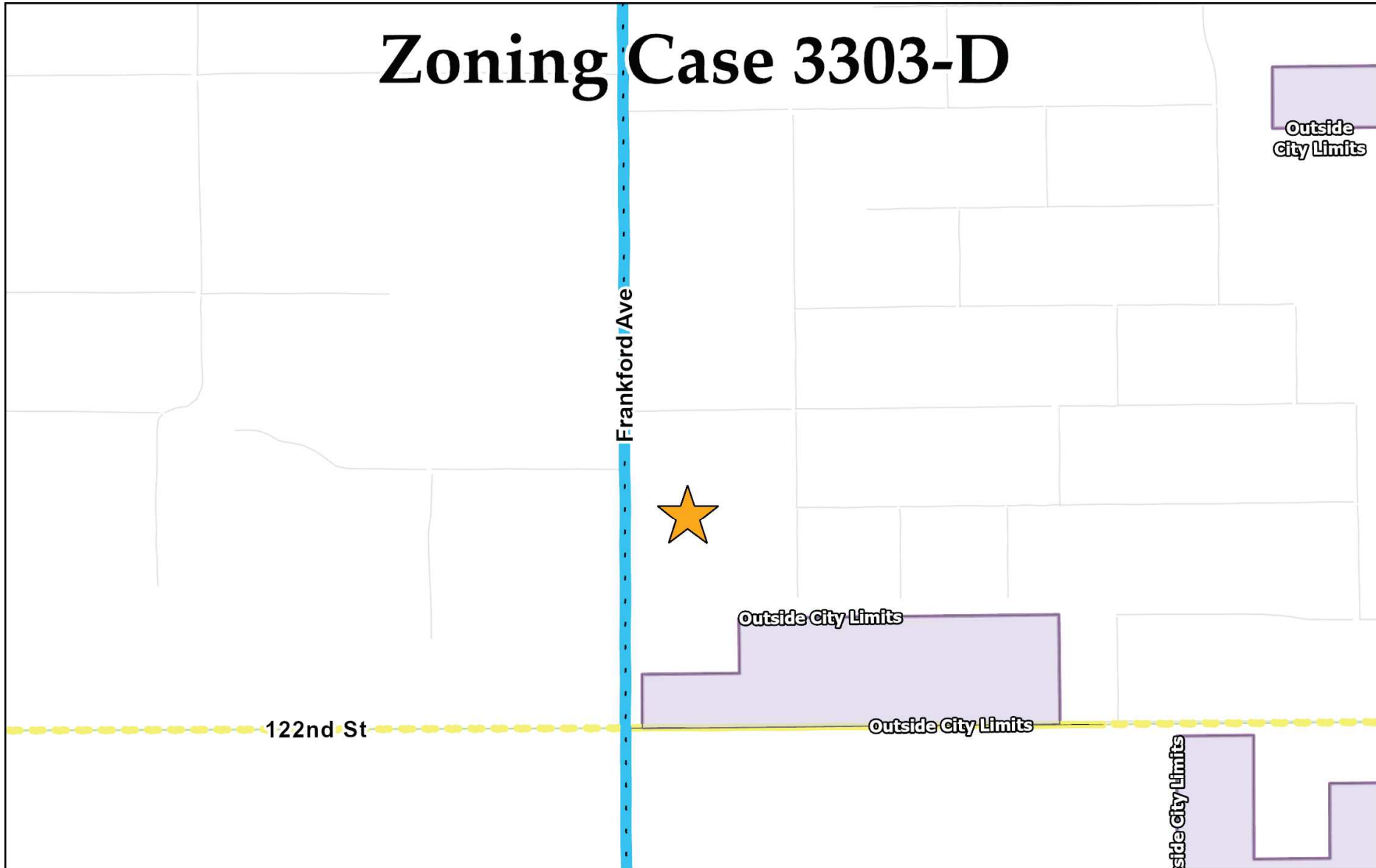
PLANNER GREG HERNANDEZ gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

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



Collector

-  Completed
-  Partial
-  Future




Minor Arterial

-  Completed
-  Partial
-  Future




Modified Arterial

-  Partial
-  Future

Principal Arterial

-  Completed
-  Partial
-  Future

Freeway

-  Completed
-  Partial
-  Proposed Outer Loop




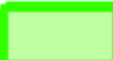





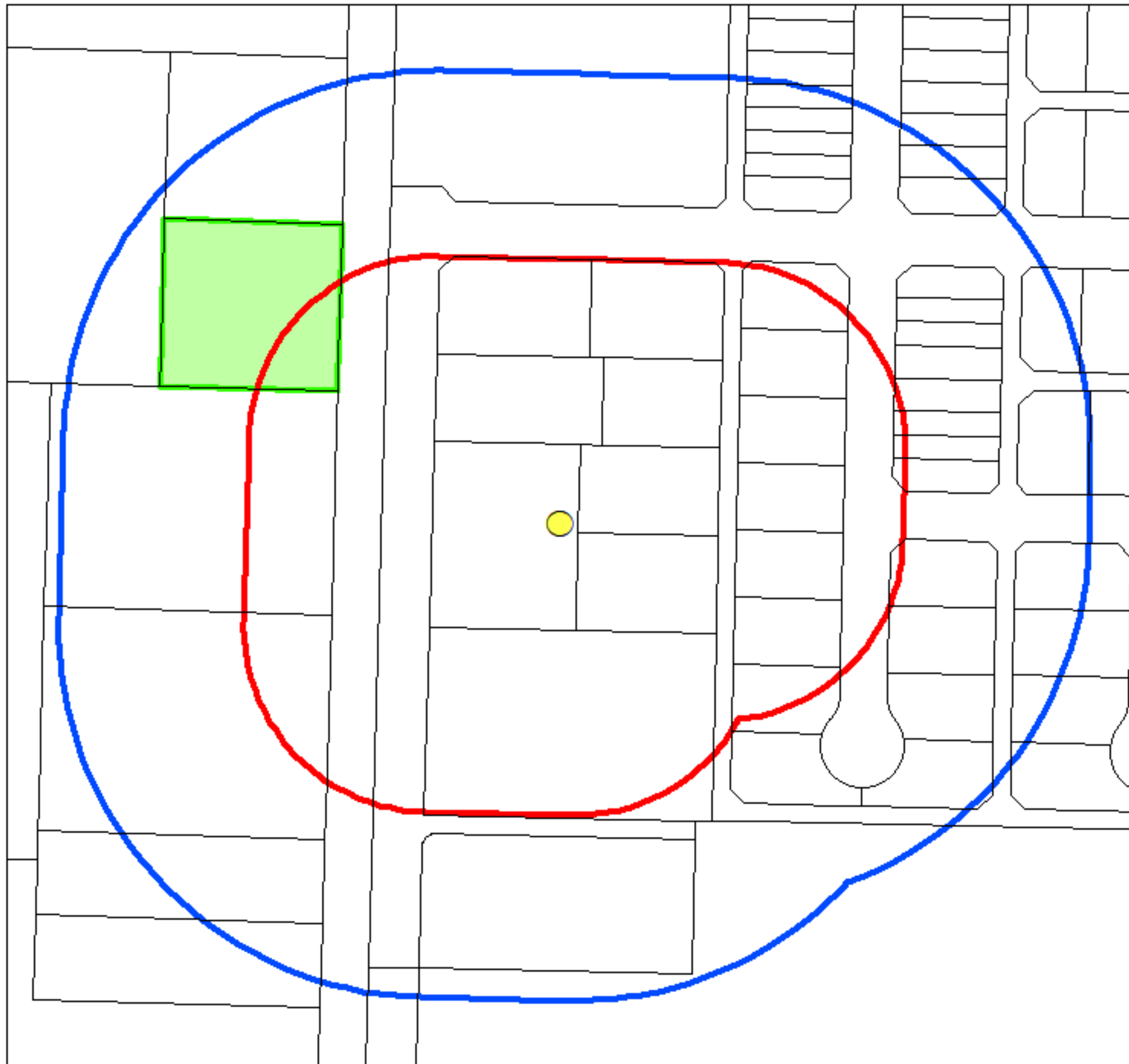
Date Exported: July 2024

PZC Mailout Notifications Received



Legend

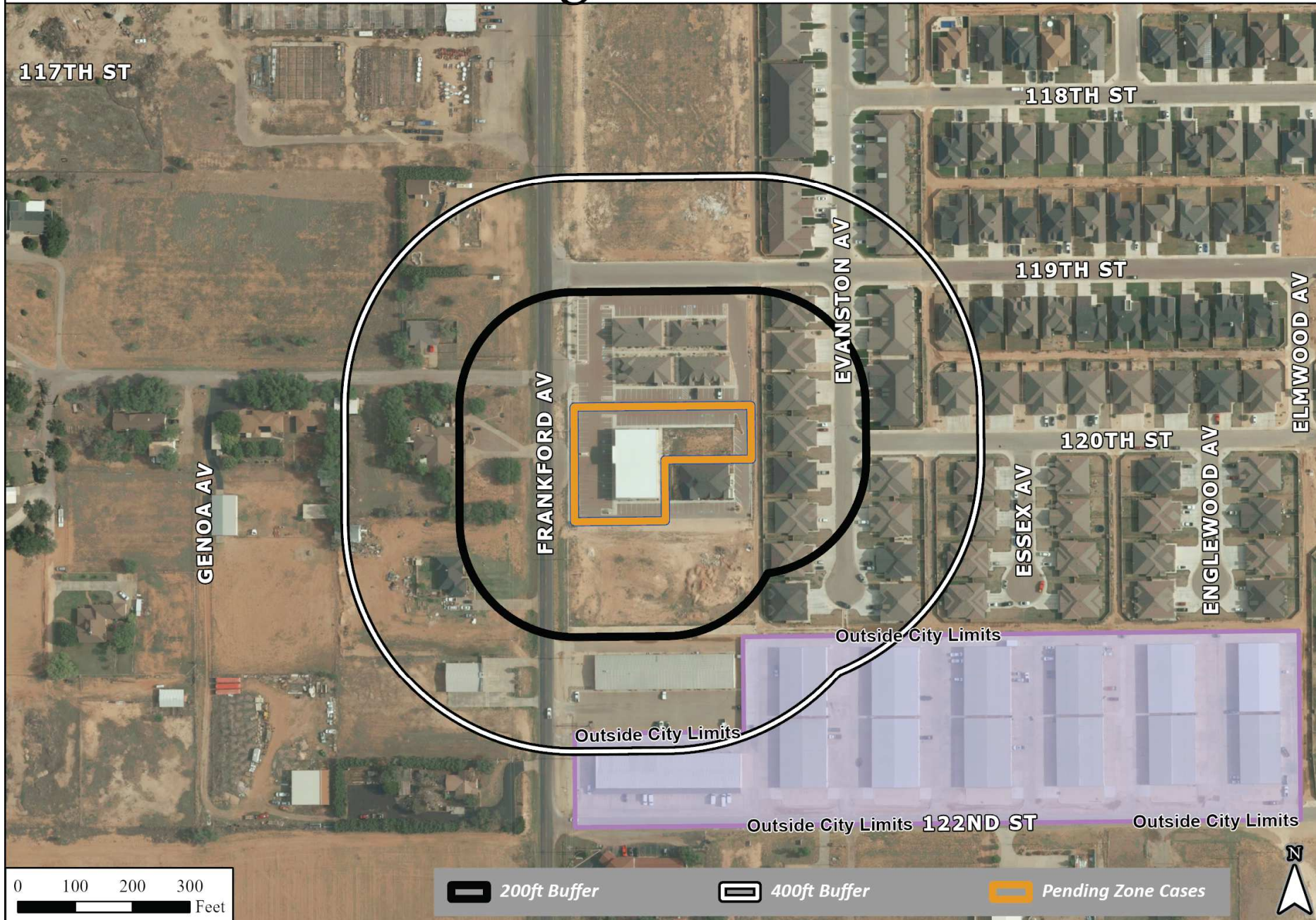
-  LCAD.DBO.TaxParcel
-  MailoutBuffer3303_D_200ft
-  MailoutBuffer3303_D_400ft
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed
-  LocatorPnt3303_D

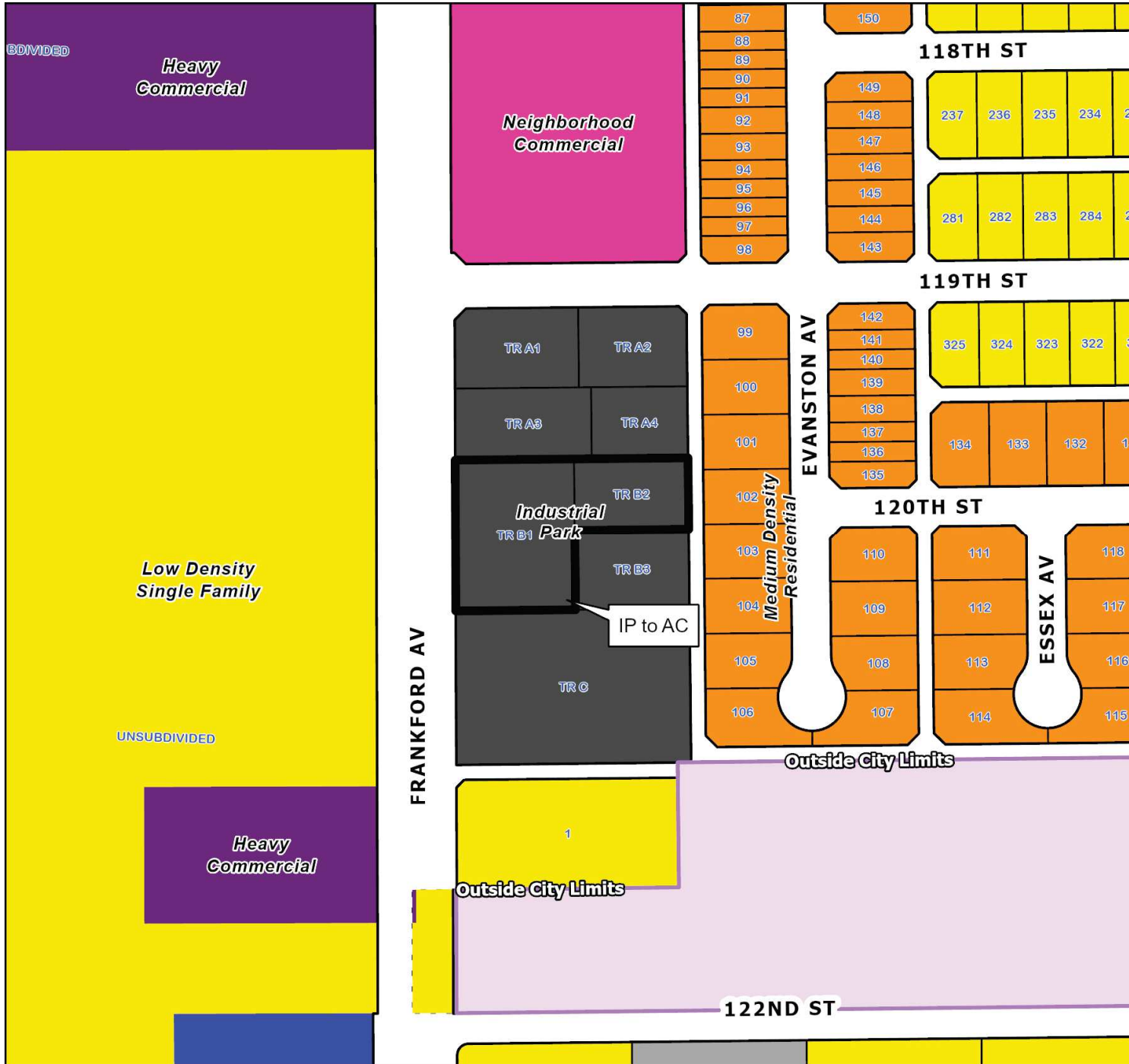


0 95 190 380 Feet

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)



0 100 200 300 Feet



BDIVIDED

UNSUBDIVIDED

FRANKFORD AV

119TH ST

TR A1

TR A2

TR A3

TR A4

TR B1

TR B2

TR B3

TR C

1

87

88

89

90

91

92

93

94

95

96

97

98

EVANSTON AV

99

100

101

102

103

104

105

106

150

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148

147

146

145

144

143

118TH ST

237

236

235

234

233

281

282

283

284

285

142

141

140

139

138

137

136

135

325

324

323

322

321

134

133

132

131

120TH ST

110

109

108

107

111

112

113

114

118

117

116

115

ESSEX AV

Outside City Limits

Outside City Limits

Outside City Limits

122ND ST

Outside City Limits

Future Land Use Plan Case 3303-D

Residential Low Density



0 100 200 300 Feet



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.

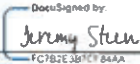


Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

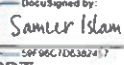
Project Information

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: 
 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: 
 Date: 6/27/2024 | 03:30 PDT Printed Name: Sameer Islam

Preparer Information

Preparer's Signature: 
 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®



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).

GENERAL NOTES:

1. FINISH FLOOR MUST BE 4" MIN. ABOVE FINISH GRADE. THE FINISH GRADE SHALL HAVE A MIN. OF 1" WITHIN THE FIRST 10' OF THE REMAINDER OF THE SITE SHALL SLOPE A MIN. OF 1% TO AN APPROVED DRAINAGE WAY.
2. THIS PLAN IS SCHEMATIC IN NATURE. FOLLOW SPECIFICATIONS PROVIDED BY GEOTECHNICAL AND CIVIL ENGINEERS. THE GRADING SURFACE BEHIND THE BUILD SHALL BE PREPARED TO RECEIVE SELECT FILL BY REINFORCING WITH 10" ORANGE MATERIAL, NON COMPACTED FILL, TOPSOIL AND OTHER UNSATURABLE MATERIALS SUFFICIENT TO PROVIDE A BOND WITH NEW FILL.
3. PROOF ROLL EXPOSED SURFACES. REPLACE ANY SOFT PATCHES WITH SELECT FILL MATERIAL AS REQUIRED.
4. BRIND 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 1% 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 SLABS PER GEOTECHNICAL REPORT.
7. REFER TO SURVEYING DRAWINGS FOR ALL SITE CONTOURS AND GRADING INFORMATION. GRADE LOT PER LOCAL CODES AND BY AGREEMENT TO CIVIL DRAWINGS.
8. REFER TO DEED RESTRICTIONS, COVENANTS, AND LOCAL CODES AND ENSURE SITE LAYOUT AND BUILDING FOOTPRINTS ARE IN COMPLIANCE. NOTIFY DEED TEAM OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
9. REFER TO DEVELOPMENT PLAN FOR EXACT COORDINATE, ORIENTATION, AND BEGINNINGS OF PROPERTY BOUNDARY.
10. CONFIRM ALL SETBACKS, EASEMENTS, EMBANKMENT UTILITIES, AND SITE REQUIREMENTS PRIOR TO CONSTRUCTION.
11. CONFORM ALLEGMENT WITH EXISTING ADJACENT PARKING LOT, SIDEWALKS, AND BUILDING AS REQUIRED. CONSTRUCTION TO ENSURE ALIGNMENT DURING LAYOUT. PRIOR TO SUBMIT AND SITE CONSTRUCTION.
12. PARKING LOT ASPHALT PAVING SHALL BE A MINIMUM OF 2" TYPE 1 HOT MIX ON 6" COMPACTED BASE FOR AS SPECIFIED BY GEOTECHNICAL ENGINEERING REPORT. CIVIL ENGINEERS AND PER LOCAL REQUIREMENTS FOR 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 SETTING, SIDEWALKS AND RAMP SHALL BE IN COMPLIANCE WITH LOCAL STATE, FEDERAL, ADA, AND T&B CODES.
14. COORDINATE ALL LANDSCAPING, TREES, AND SITE IRRIGATION WITH G.E. AND PROVIDE SUBMITTAL FOR OWNER APPROVAL.
15. COORDINATE SITE LIGHTING AND WALL PACK LIGHTING WITH G.E. AND OWNER.
16. THIS SITE PLAN IS FOR OVERVIEW PURPOSES ONLY. REFER TO CIVIL SHEETS FOR GRADING, SPECIFICATIONS, AND ADDITIONAL DETAILS.

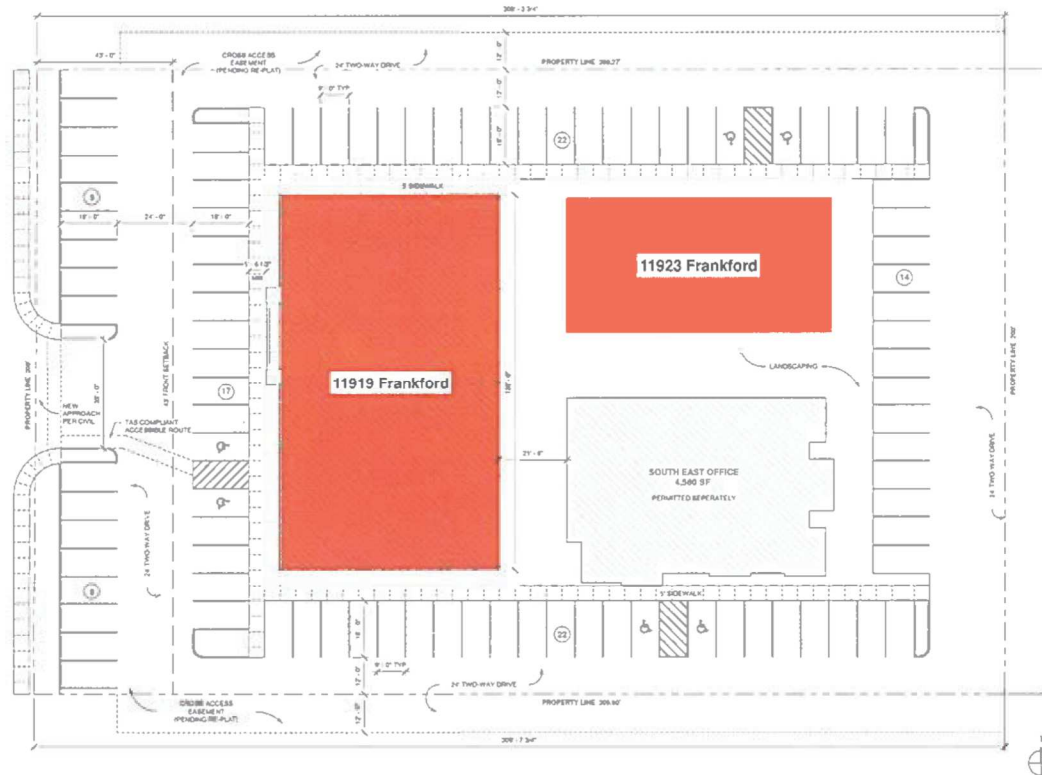
NOTE:
THIS ARCHITECTURAL SITE PLAN IS PROVIDED FOR OVERVIEW PURPOSES ONLY. REFER TO CIVIL ENGINEERING SITE PLAN AND DETAILS FOR EXACT SPECIFICATIONS, DIMENSIONS, ETC. THIS IS PROVIDED BY OTHERS.

SITE DATA:

SITE AREA 61,794 SF
BUILDING AREA RETAIL CENTER 8400-175 48
PARKING REQUIRED OFFICE 1: 4560 / 200: 23
OFFICE 2: 4000 / 200: 20
TOTAL REQ'D: 81 SPACES
PARKING PROVIDED 82 SPACES
ADA SPACES REQ'D 4 SPACES
ADA SPACES PROVIDED 6 SPACES
LANDSCAPE REQUIRED 3,110 SF @ BUILDING FRONT
LANDSCAPE PROVIDED > 3,110 SF

PROPERTY DESCRIPTION:
TRACT 8
FRANKFORD OFFICE COMPLEX
LUBBOCK COUNTY, LUBBOCK, TX

FRANKFORD AVE.



REVISIONS:

| DATE | DESCRIPTION |
|------|-------------|
| | |
| | |
| | |

Frankford Shopping
Center - Shell Building

11901 Frankford Ave. Lubbock, TX

17
tservices.com

11-20-19

Seventeen Services Inc.
Texas Architectural Firm 015 3014
12703 Oakley Ave. Ste. 17
Lubbock, TX 79424
806.787.8533
lyen@17services.com

Project Number 2508
Date 11-20-19
Drawn By TCG
Sheet Size D 24X36

Architectural Site
Plan

A1

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. English

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

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2024-00115, 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.

Item Summary

On August 27, 2024, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on 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. 2023-00054 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. 2023-00054 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 _____.

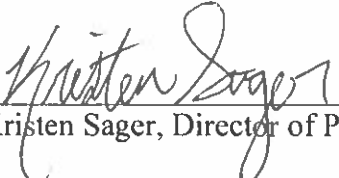
Passed by the City Council on second reading on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

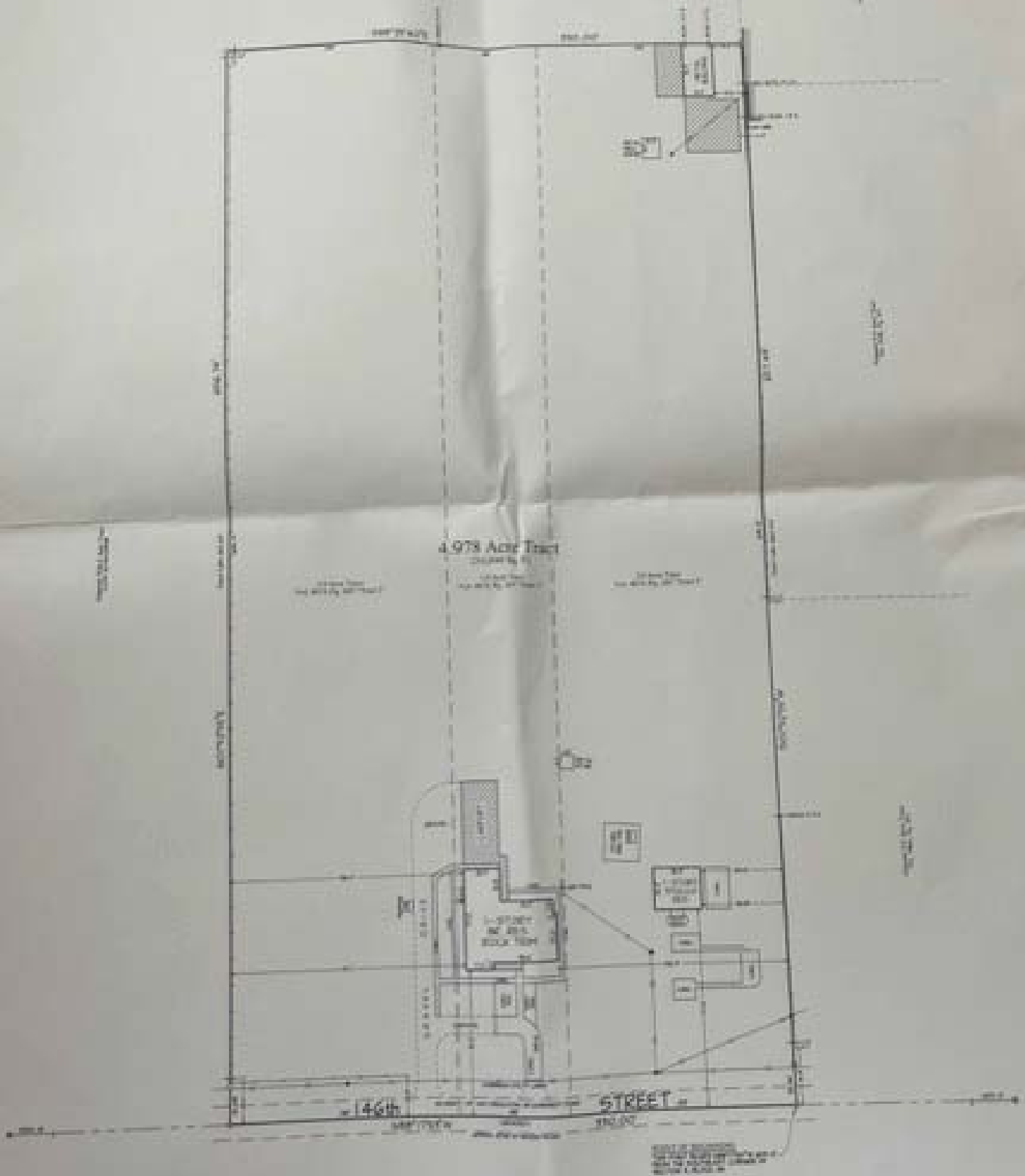
APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3506
August 1, 2024

Exhibit "A"



SECTION 10, BLOCK A2

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

| 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. 2016-00054: The subject property was annexed into City limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-00054 (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 unplatted 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
vwelling@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 |
|---|---|--|
| 146 th Street, <i>Principal Arterial (Modified), Future</i> | 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.

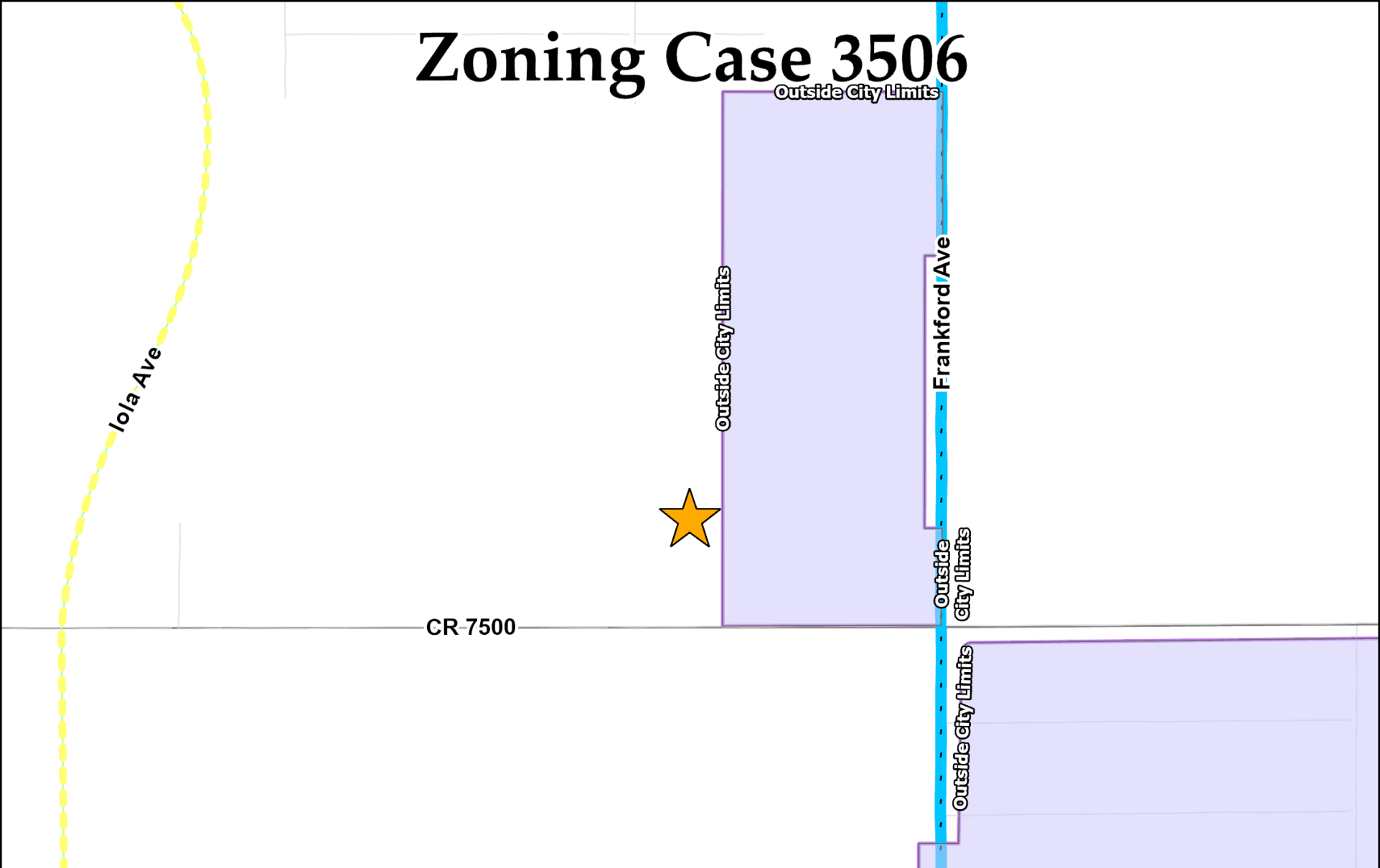
APPLICANT BRIAN CARTER, 4708 109th Place, gave comments about his request and answered questions from the Commission.

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

-  Completed
-  Partial
-  Future



Minor Arterial

-  Completed
-  Partial
-  Future




Modified Arterial

-  Partial
-  Future

Principal Arterial

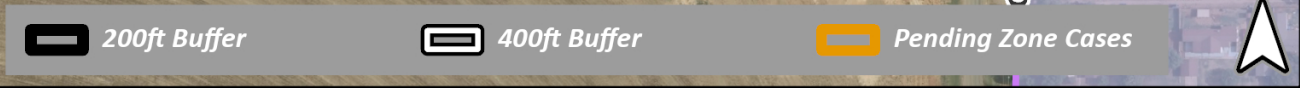
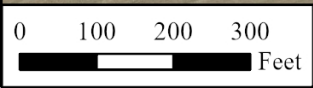
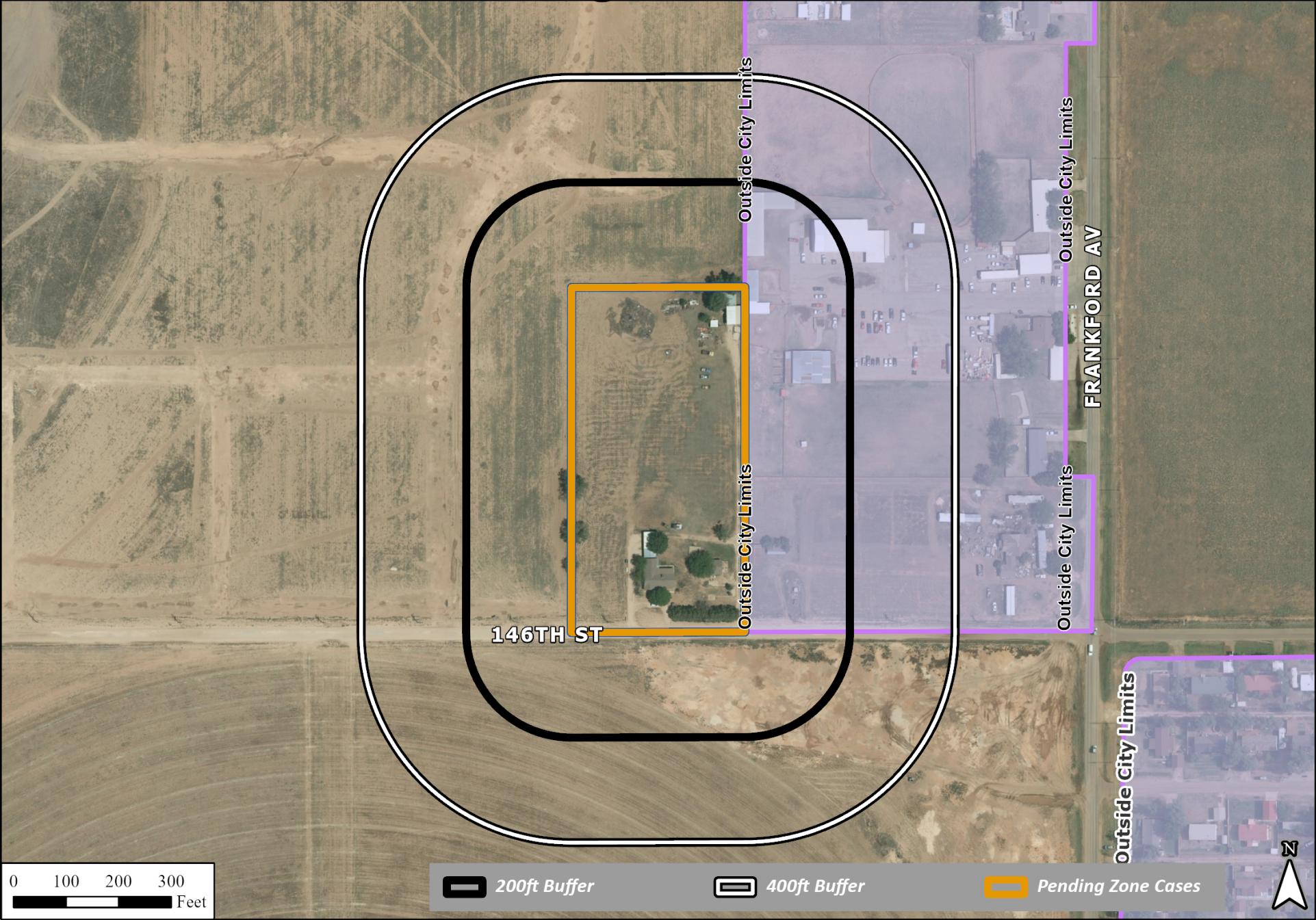
-  Completed
-  Partial
-  Future

Freeway

-  Completed
-  Partial
-  Proposed Outer Loop





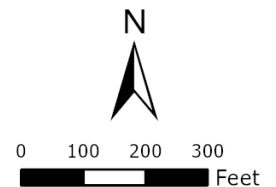
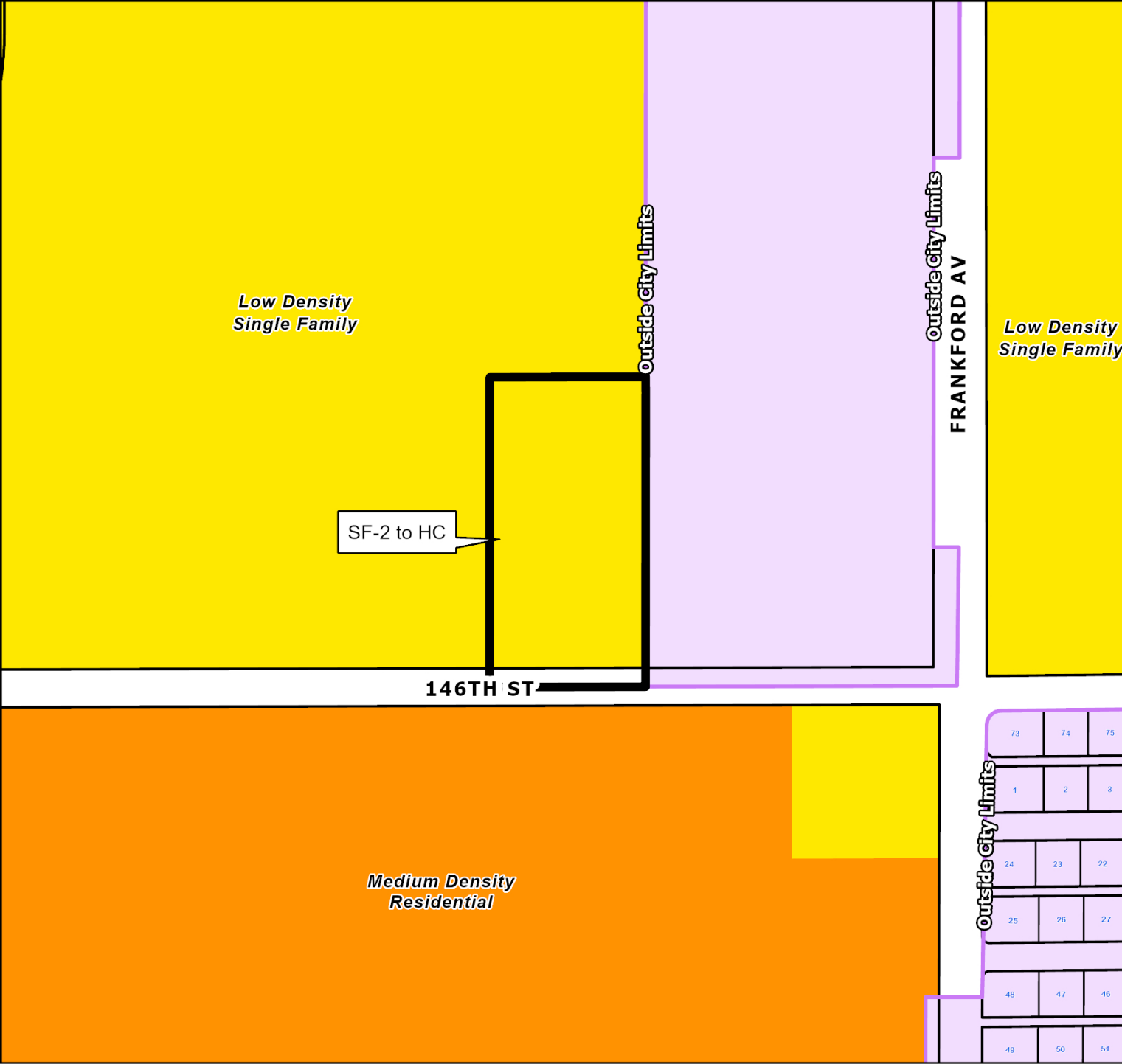
Zoning Case 3506



Current Zoning 3506

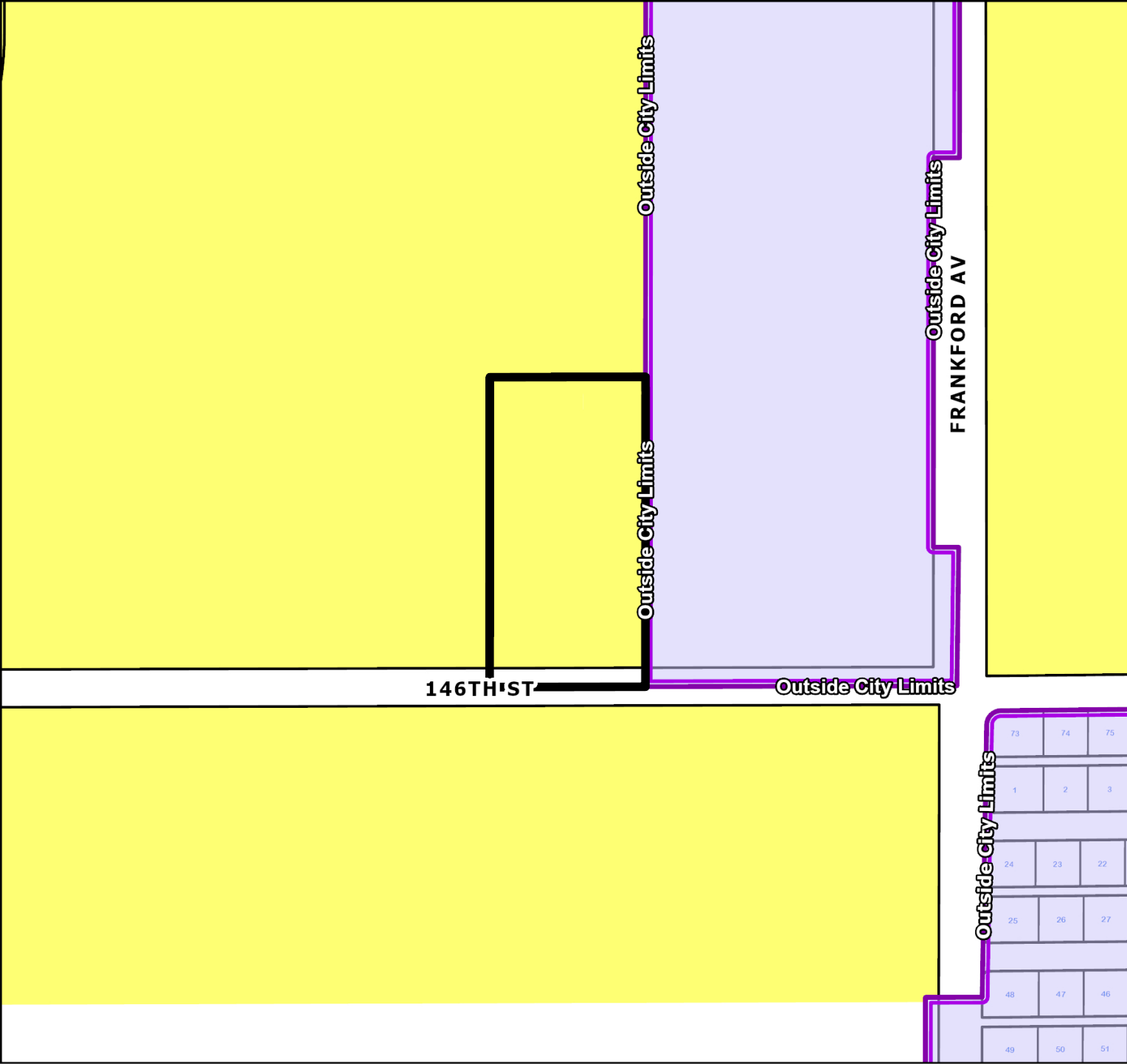
Zoning Districts

-  Medium Density Residential (MDR)
-  Low Density Single Family (SF-2)



Future Land Use Plan Case 3506

 Residential Low Density



0 100 200 300
Feet



3506



View north. Subject property.



View east.



View south.



View west.



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

Lubbock

TX 79424

TX

79424

City

City

State

Zip

(800) 535-1578

(800) 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

Existing Land Use:

BLK AK SEC 9 AB 161 TR 19 & 24 ACS:4

RURAL LAND

Existing
Zoning:

Transitional

Acreage or Square Footage of Property:

5 acres

Type of Zone Request:

Heavy Commercial

Proposed Development:

WAREHOUSE OFFICE LAND FOR FENCE MATERIALS

If property is not subdivided, will preliminary plat be submitted?

Yes ☒ No ☐

Applicant's Signature

Brian Carter

Date:

4/17/2024

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 amended 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

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2024-00116, 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.

Item Summary

On August 27, 2024, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on 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 _____.

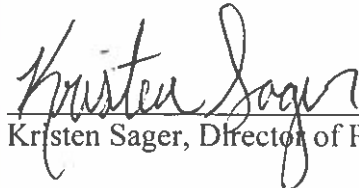
Passed by the City Council on second reading on _____.

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.

Not Platted

Owner: West 82nd Street
Storage Zone, LLC
CCFN 2008031826

S88°07'12"E 120.86'

N: 7253732.94
E: 910841.50

360.16'
355.16'
N01°52'12"E

Tract A

360.13'
355.13'
S07°51'55"W

Not Platted

Owner: West 82nd Street
Storage Zone, LLC
CCFN 2008031826

10' Underground Facilities
Easement V. 1403, P. 50 (SWBT)

N88°07'55"W 120.89'

82nd Street

55' R-O-W Easement
V. 1112, P. 398
South Line Section 30, Block AK
North Line Section 27, Block AK
South 55'
V. 6308, P. 270

LEGEND

© Fd. 1/2" Rod with Yellow Cap
X 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

Prepared for:
Salyer Homes
PMP # 112
Lubbock, TX 79424
806-928-0419
Shane@salyerhomes.com

Approved this _____ day of _____, 20____ by the
Director of Planning, or designee, of the City of Lubbock, Texas

Director of Planning

For Review Only, Do Not Record

Vicinity Map no Scale

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

| 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. 2023-00054 (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 |
|--|---|---|
| 82 nd 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.

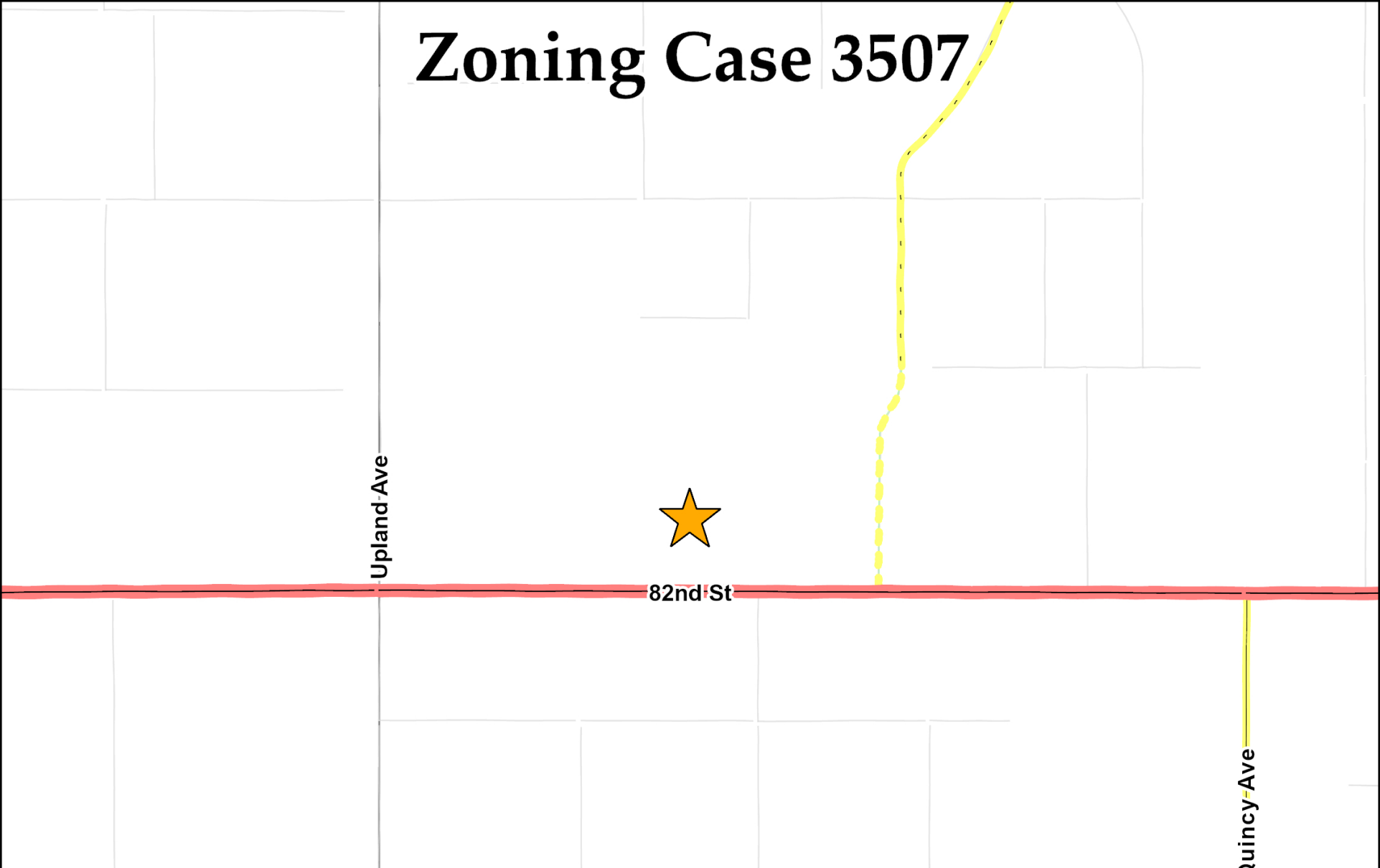
PLANNER ASHLEY PADILLA gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

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

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

- Partial
- Future

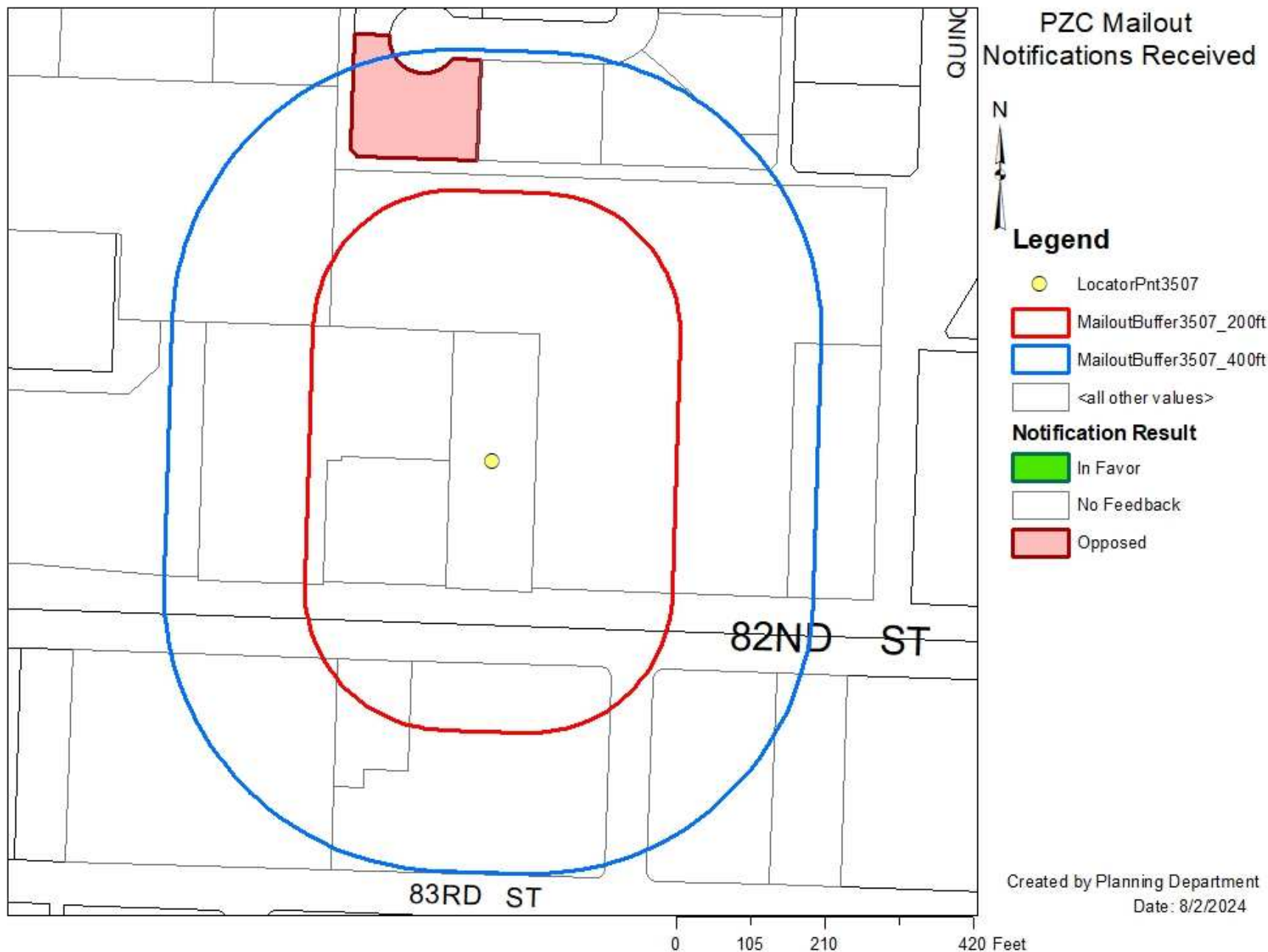
Principal Arterial

- Completed
- Partial
- Future

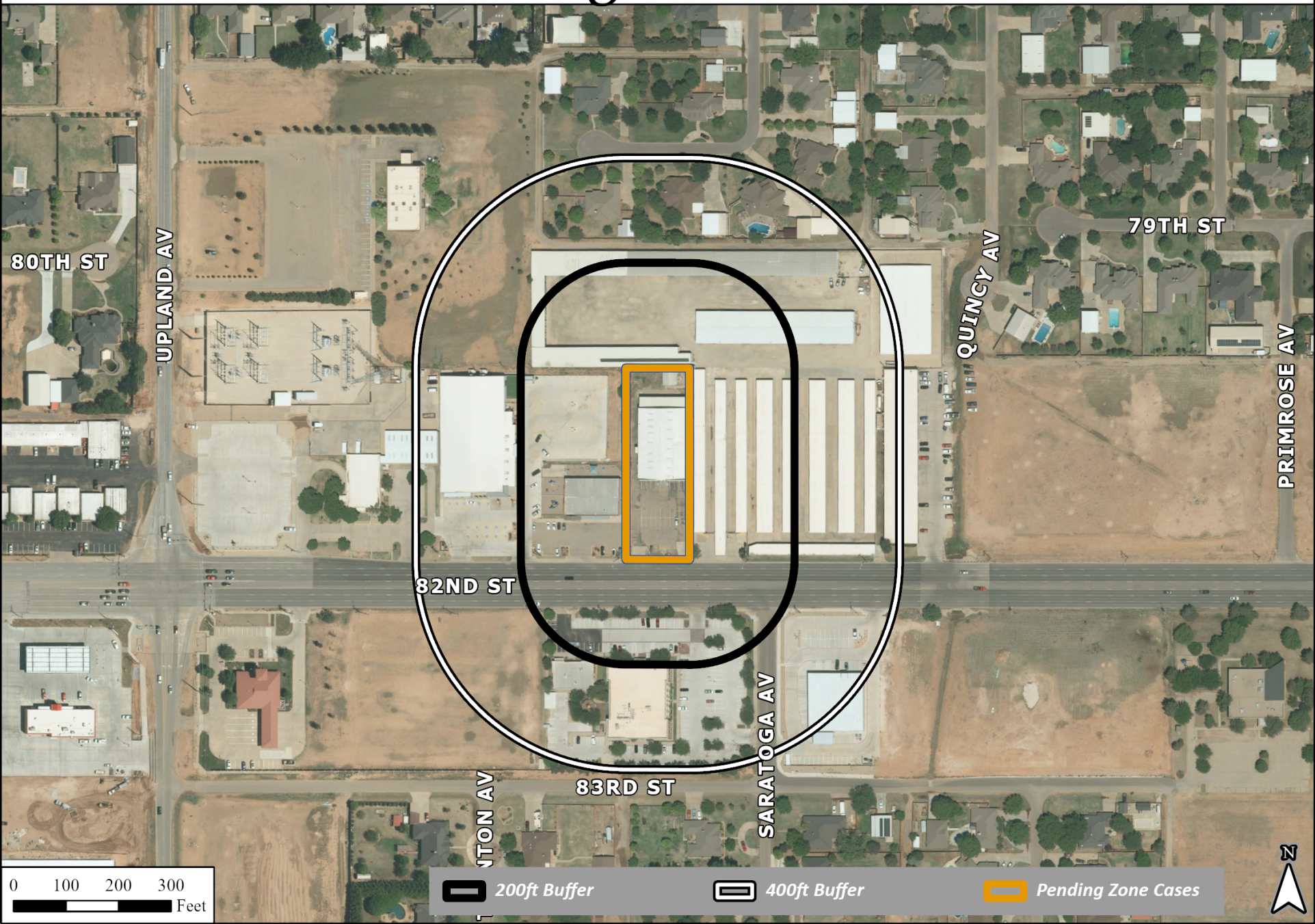
Freeway

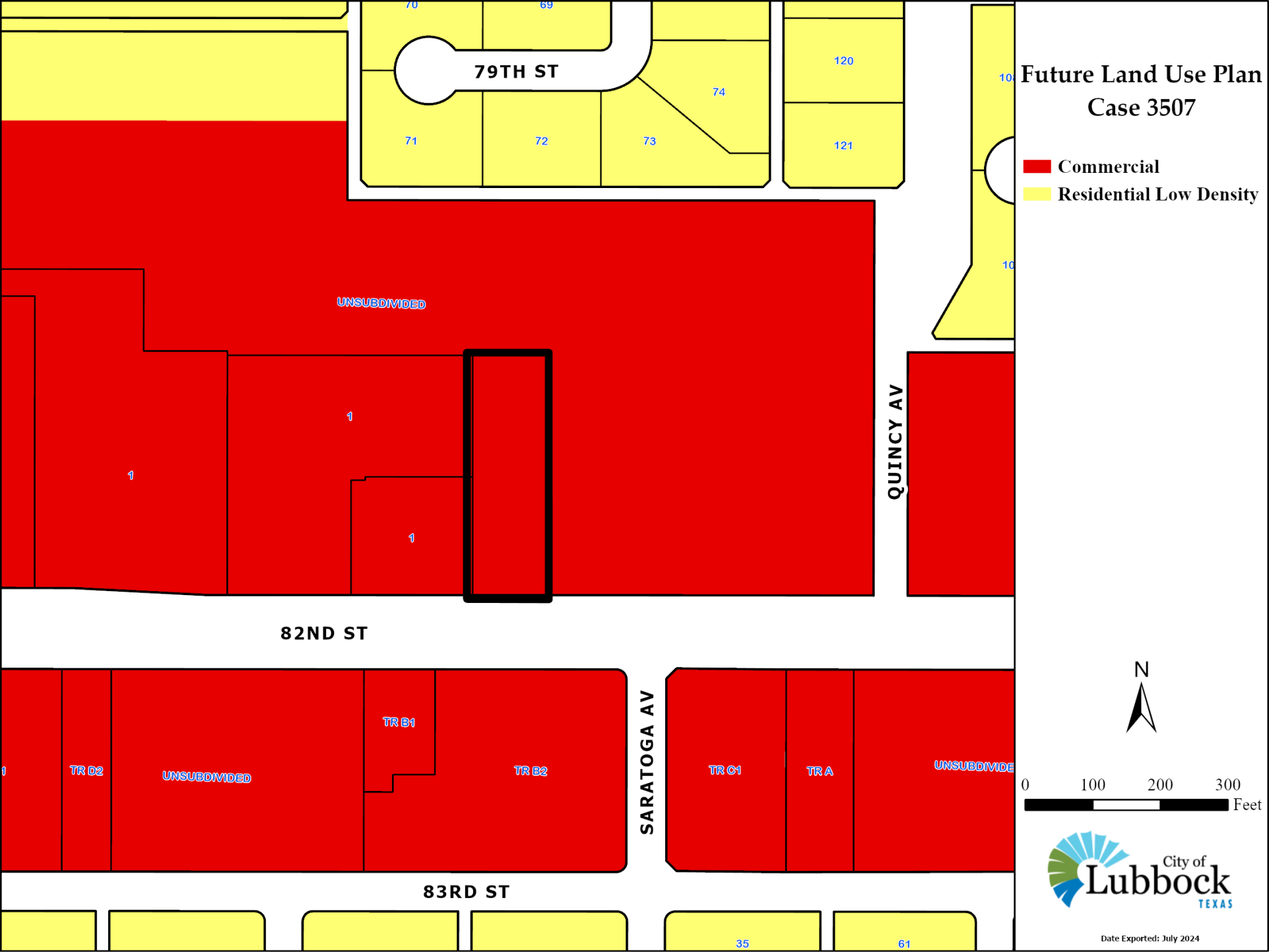
- Completed
- Partial
- Proposed Outer Loop





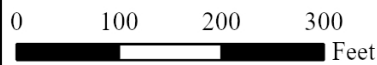
Zoning Case 3507





Future Land Use Plan Case 3507

- Commercial
- Residential Low Density



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,

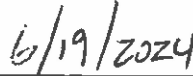
CTJ Diamond Investments LLC and their Agent Valton Cooper, the property at 7108 82nd St. Lubbock TX, formally known as Block AK, Section 30 AB 1421 TR K2A AC 1.01 by The City of Lubbock according to the Deed Records of Lubbock County, Texas. Effective October 10th 2023.

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

A handwritten signature in black ink, appearing to read 'Valton Cooper', written over a horizontal line.

Valton Cooper

A handwritten date '6/19/2024' in black ink, written over a horizontal line.

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

A handwritten signature in black ink that reads "Tommy Harms". The signature is written in a cursive, flowing style.

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

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2024-O0117, 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.

Item Summary

On August 27, 2024, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on 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. 2023-00054 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**.

| 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. 2018-00050: The subject property was annexed into City limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-00054 (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.

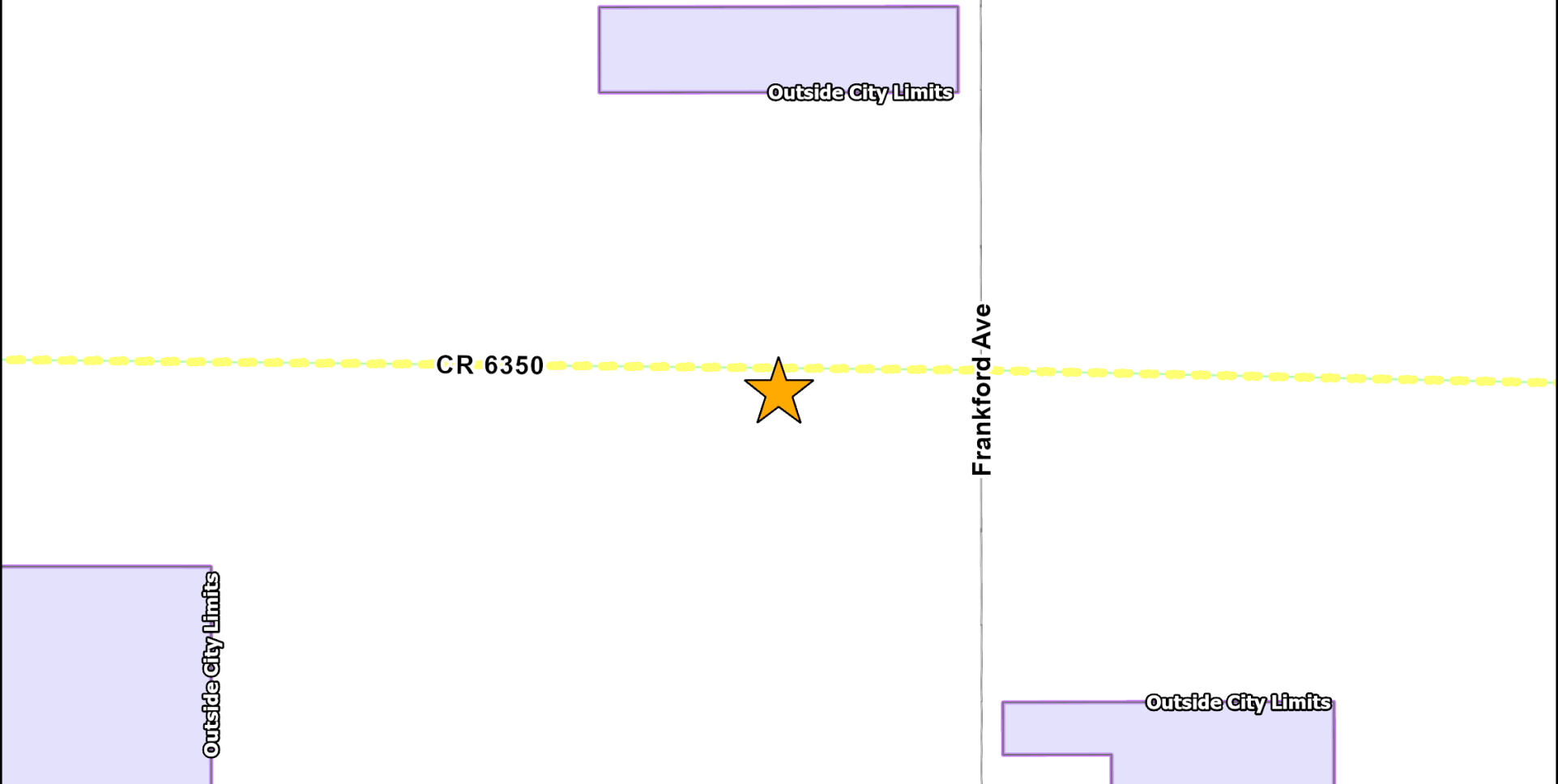
PLANNER ASHLEY PADILLA gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

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

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

- Partial
- Future

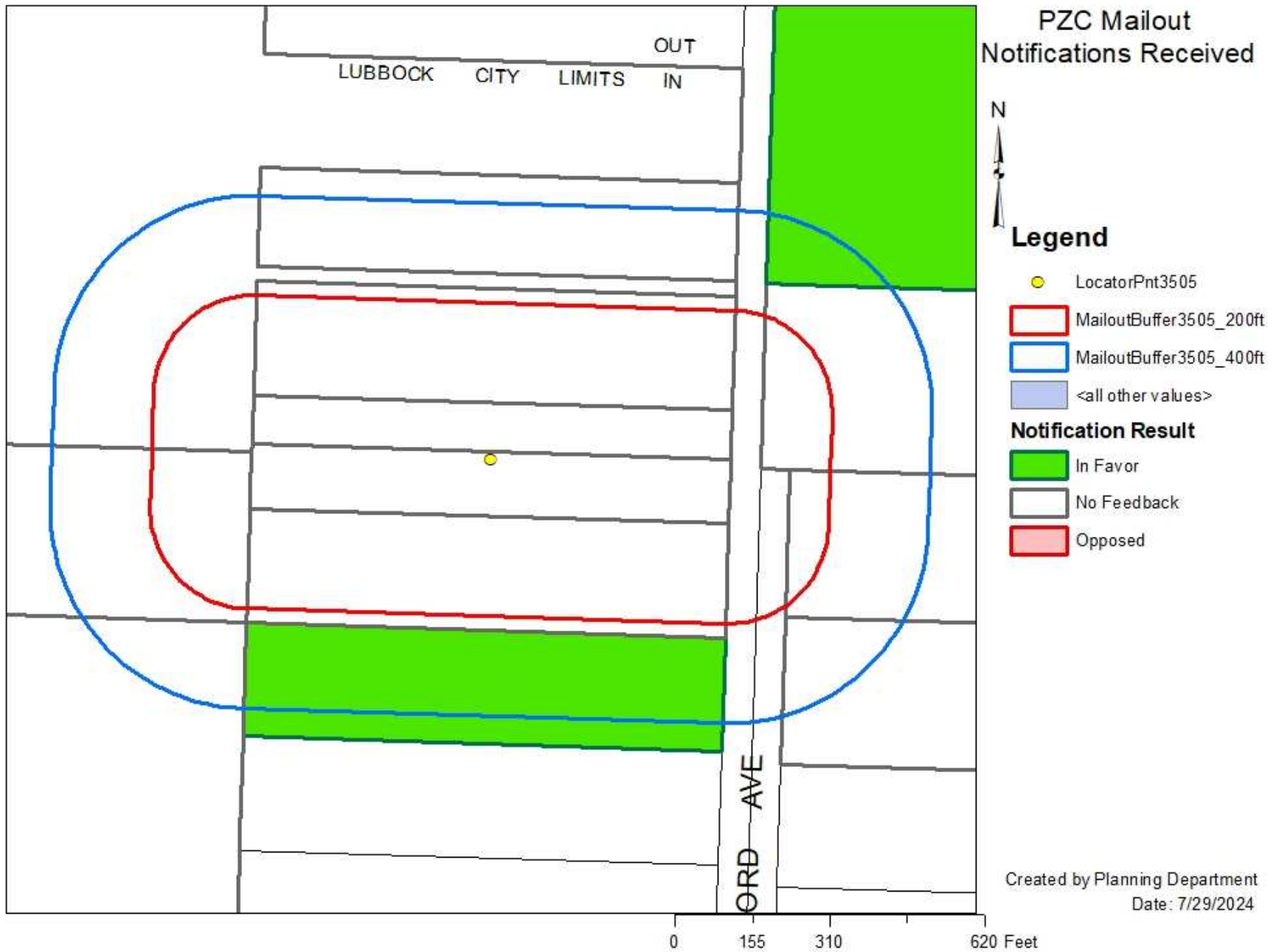
Principal Arterial

- Completed
- Partial
- Future

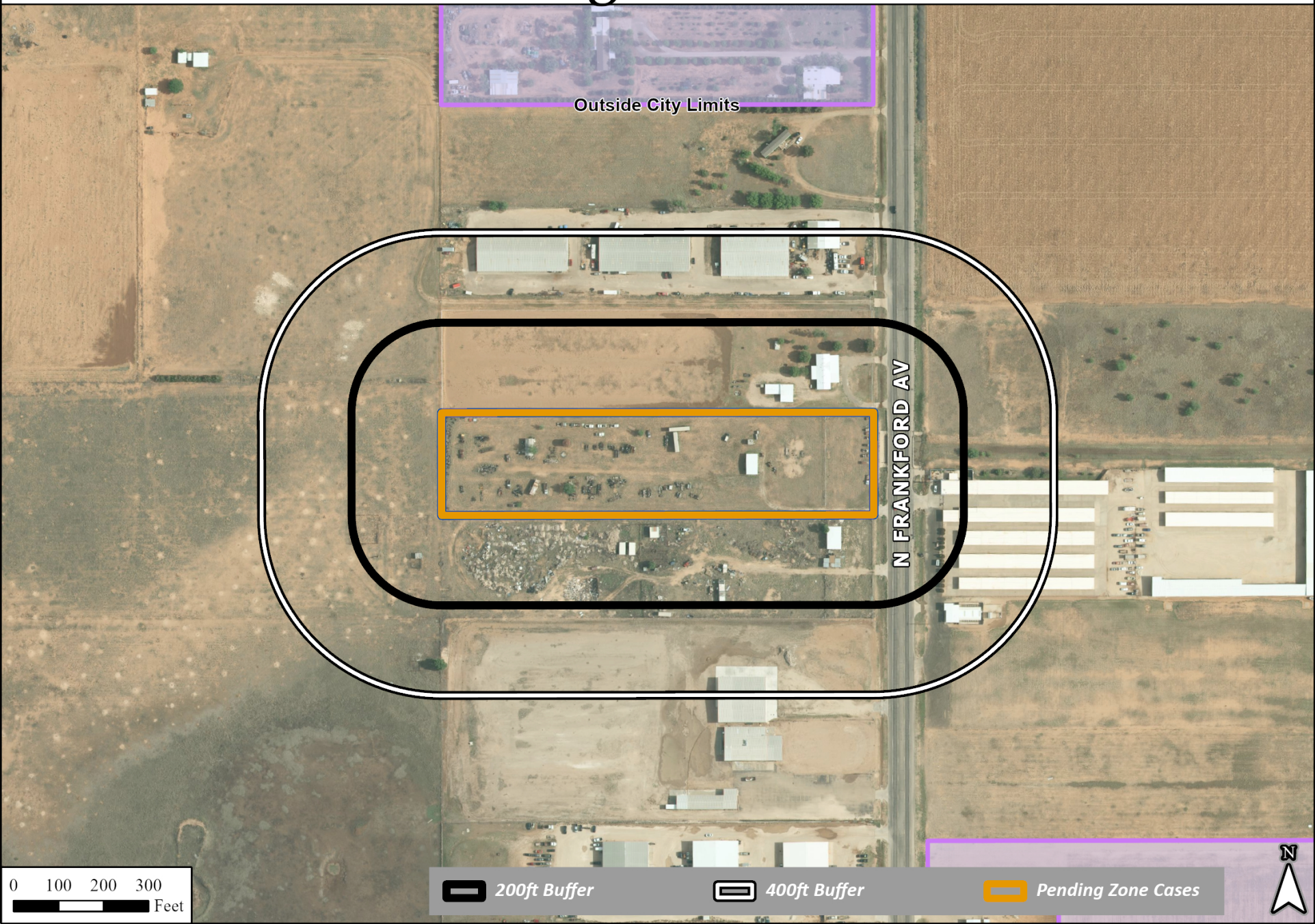
Freeway

- Completed
- Partial
- Proposed Outer Loop





Zoning Case 3505



Current Zoning 3505

Zoning Districts

-  Heavy Commercial (HC)
-  Low Density Single Family (SF-2)

*Low Density
Single Family*

SF-2 to HC

*Heavy
Commercial*

Outside City Limits

N FRANKFORD AV

*Low Density
Single Family*

Outside City Limits

Outside
City Limits



0 100 200 300
Feet



Future Land Use Plan Case 3505

 Residential Low Density

 Lubbock City Limits

Outside City Limits

N FRANKFORD AV

Outside City Limits



0 100 200 300
Feet



3505



Subject Property. View to the west.



Subject Property. View to the west.



View to the east.

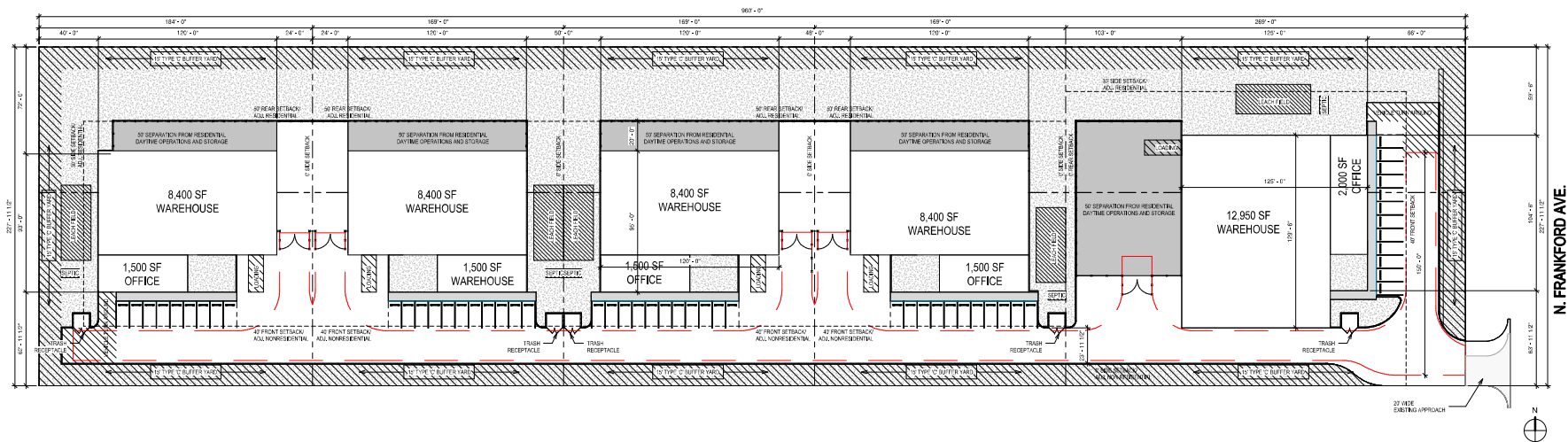


View to the south.

3505



View to the north.



GENERAL NOTES - SITE PLAN

1. SEE ALL NOTES ON PREVIOUS SHEETS.
2. THE ARCHITECT HAS CONDUCTED VISUAL SURVEILLANCE OF THE SITE AND HAS OBSERVED THE EXISTING CONDITIONS. THE ARCHITECT HAS NOT CONDUCTED ANY OTHER INVESTIGATION OF THE SITE OR THE SUBSOILS.
3. THE ARCHITECT HAS NOT CONDUCTED ANY INVESTIGATION OF THE SUBSOILS OR THE EXISTING UTILITIES.
4. THE ARCHITECT HAS NOT CONDUCTED ANY INVESTIGATION OF THE EXISTING UTILITIES OR THE EXISTING STRUCTURES.
5. THE ARCHITECT HAS NOT CONDUCTED ANY INVESTIGATION OF THE EXISTING UTILITIES OR THE EXISTING STRUCTURES.
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9. THE ARCHITECT HAS NOT CONDUCTED ANY INVESTIGATION OF THE EXISTING UTILITIES OR THE EXISTING STRUCTURES.
10. THE ARCHITECT HAS NOT CONDUCTED ANY INVESTIGATION OF THE EXISTING UTILITIES OR THE EXISTING STRUCTURES.

NOTE: ARCHITECTURAL SITE PLAN IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY - REFER TO CIVIL SITE PLAN FOR ALL DIMENSIONS, SPACE, PROPERTY LINE SPECIFICATIONS, DETAILS, ETC.

PROPERTY DESCRIPTION

| REVISIONS: | No. | Description | Date |
|------------|-----|-------------|------|
| | | | |
| | | | |
| | | | |
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| | | | |

Watkins Frankford Development
2911 N. Frankford Ave.
Lubbock, Texas

17
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
806-787-8633
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: 2314-76th
Address of Property Owned: 2769 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

☒

Opposed

☐

Reasons and/or Comments:

Print Name

Mont McClendon

Signature:



Address:

1500 Broadway, 79401

Address of Property Owned:

B. of Frankford

Phone Number:

806-793-0703

Email:

mont.mcclendon@mcclendon.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

Resolution - City Manager: Consider a resolution approving American Rescue Plan Act Agreement No. 18314, by and between the City of Lubbock and Armstrong Mechanical Co., Inc., for workforce training grants.

Item Summary

On March 5, 2024, the City Council approved a Memorandum of Understanding (MOU) with the Lubbock Economic Development Alliance (LEDA) to solicit and review grant applications for the Workforce Training Grant Program.

As part of the City of Lubbock's job training efforts, the City allocated \$150,000 from the Job Training allocation of the American Rescue Plan Act (ARPA) funds for workforce training grants. The program provides workforce training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The grant program provides employers with a \$5,000 grant per employee, for up to 2 employees.

The requirements of the program are outlined below.

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to 2 grants.
 - The first \$2,500 will be paid to the applicant upon the hiring of a new employee.
 - The remaining \$2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.

Applications have been received and reviewed, and a total of 9 workforce development grants are being recommended for 5 businesses.

Staff is recommending the award of 2 workforce training grants for a total of \$10,000, to Armstrong Mechanical Co., Inc.

Fiscal Impact

This agreement for \$10,000 is funded through ARPA Job Training Funds.

Staff/Board Recommending

Attachments

- Resolution
- Agreement
- Program Guidelines

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, ARPA Funding Agreement No. 18314 for workforce training grants by and between the City of Lubbock and Armstrong Mechanical Co., Inc. 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

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

**AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AGREEMENT FOR
WORKFORCE TRAINING GRANTS**

This ARPA Funding Agreement for Workforce Training Services (the “Agreement”) Contract No. 18314 is entered into this _____ day of _____ 2024, is by and between the City of Lubbock (the “City”), a Texas home rule municipal corporation, and Armstrong Mechanical Co., Inc. (the “Subrecipient”), collectively referred to herein as (the “Parties”).

WHEREAS, the Coronavirus Disease 2019 (“COVID-19”) pandemic caused numerous economic concerns throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds (“CLFRF Fund”), which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

- (1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- (3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full

fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is incurring the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide to the Subrecipient certain funds received from the CLFRF Funds in order that those funds shall be given as workforce training grants to the Subrecipient in order to assist Subrecipient offset costs of training for employees seeking a license in certain licensed trades; and

WHEREAS, the City has determined the funds the City is providing to Subrecipient under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency to assist with technical training for workers in the plumbing, HVAC, and electrical trades which has been impacted due to the COVID-19 pandemic; and

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues until allocated funds have been disbursed to the Subrecipient or December 31, 2026, whichever shall occur first.

ARTICLE II. SCOPE OF SERVICES

The Subrecipient trains new employees in order that the employees are prepared for licensure in the trades of plumbing, HVAC, and/or electrical trades. The grant herein is to help offset the Subrecipient's costs in said training.

ARTICLE III. CONVEYANCE OF ARPA GRANT FUNDS

The City agrees to convey ARPA grant funds in an amount not to exceed ten thousand dollars and NO/100 (\$10,000.00), with each grant being limited to five thousand dollars and NO/100 (\$5,000.00) per new employee as qualified herein, to the Subrecipient as grant funds as follows:

A. The first half of the grant authorized herein shall be paid to the Subrecipient after the Subrecipient submits adequate documentation to the City demonstrating the hire

of a new employee(s); and

B. The second half of the grant authorized herein shall be paid to the Subrecipient after the Subrecipient submits adequate documentation demonstrating the new employee(s) has completed one thousand eight hundred (1,800) hours of training towards licensing in one of the approved trades herein.

C. All funding shall be subject to the requirements of 42 U.S.C. § 803 and no funds shall be disbursed to the Subrecipient after December 31, 2026.

ARTICLE IV. TERMINATION

A. General. Either Party may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the other Party. Any excess ARPA grant funds in the Subrecipient's possession shall be refunded to the City immediately upon termination.

B. Termination and Remedies. In the event the either Party breaches any term and/or provision of this Agreement, the aggrieved Party 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 V. NON - ARBITRATION

Both Parties reserve 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, either Party 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 VI. REPRESENTATIONS AND WARRANTIES

A. Existence. The Subrecipient is an educational institution duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Subrecipient 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 Subrecipient. This Agreement constitutes legal, valid,

and binding obligations of the Parties and is enforceable in accordance with the terms thereof.

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

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Subrecipient and the City agree that the Subrecipient 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 Subrecipient 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 Subrecipient and the Subrecipient'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 Subrecipient 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 Subrecipient shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved sub-contractor or sub-consultant of the Subrecipient 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

The Subrecipient shall further cause any approved sub-contractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Subrecipient herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved sub-contractor 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 Subrecipient 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 Subrecipient shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Subrecipient 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 Subrecipient maintains said coverage. The Subrecipient 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 Subrecipient fails to maintain the required insurance in full force and effect, the Subrecipient 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 Subrecipient'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 IX shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Subrecipient may employ or retain consultants, sub-contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Subrecipient under this Agreement, provided that the City approves the retaining of Sub-

consultants. The Subrecipient is at all times responsible to the City to perform the Services as provided in this Agreement and the Subrecipient 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 Subrecipient shall be required by the Subrecipient to carry, for the protection and benefit of the City and the Subrecipient and naming said third parties as additional insureds, insurance as described above required to be carried by the Subrecipient in this Agreement.

The Subrecipient 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 Subrecipient 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

TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS, THE SUBRECIPIENT 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 SUBRECIPIENT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

Armstrong Mechanical Co., Inc.
Attn: Chris Carpenter, President
710 East 40th Street
Lubbock, TX 79404
Telephone: 806-763-2665
Email: chc@bettercallarmstrong.com

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

Erik Rejino, Assistant City Manager
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: erejino@mylubbock.us
Telephone: 806-775-2355

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 Subrecipient non-confidential studies, reports and other available data in the possession of the City pertinent to the Subrecipient's Services. The Subrecipient 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 Subrecipient 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 Subrecipient's books and records with respect to this Agreement between the Subrecipient and the City.

C. Records. The Subrecipient shall maintain enrollment records of the Awardee and the amount of scholarship applied to each Awardee's account that are necessary to substantiate the services provided by the Subrecipient.

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

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

F. Construction and Venue.

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

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

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

I. Entire Agreement. This Agreement contains the entire agreement between the City and the Subrecipient, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

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

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

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

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

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

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient 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. Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Subrecipient or vendor agrees that the contract can be terminated if the Subrecipient 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, Subrecipient agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

U. Nothing in this Agreement expressed or implied is intended or shall be construed to waive South Plains College's governmental immunities.

ARTICLE XVI. AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Subrecipient will determine prior to engaging in any Program using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such Program.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The City of Lubbock understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and Subrecipients must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and

Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and sub-contractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government Wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000(d) et

seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in section 603(e) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. Copeland Anti-kickback Act. Subrecipient agrees to comply with the requirements of the Copeland Anti-kickback Act (40 U.S.C. § 3145), prohibiting a federal funds grantee engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.

13. Contract Work Hours and Safety Standards Act. Subrecipient agrees to comply, as applicable, with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding contracts for public works involving the employment of laborers or mechanics.
14. Rights to Inventions Made Under a Contract or Agreement. Subrecipient agrees to comply, as applicable, with the Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401). For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Subrecipient. Subrecipient agrees to all of the terms in 37 CFR 401.14(a).
15. Clean Air and Water Pollution Control Acts. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
16. Byrd Anti-Lobbying Amendment. Subrecipient agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), prohibiting the use of funds appropriated by any Act to 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with certain Federal actions.
17. Procurement of Recovered Materials. Subrecipient agrees to comply, as applicable, with 2 C.F.R. § 200.323 pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient agrees to comply with 2 C.F.R. § 200.216 regarding the prohibition of the utilization of grant funds for certain telecommunications and video surveillance services or equipment.
19. Domestic Preferences for Procurements. Subrecipient agrees to comply with 2 C.F.R. § 200.322 to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
20. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or

Agreements, and/or any other remedy available by law.

21. Publications. Any publications produced with funds from this award must display the following language: "This Program is beingsupported, in whole or in part, by federal award number SLFRP2653awarded to the City of Lubbock by the U.S. Department of the Treasury."

22. Debts Owed the Federal Government.

a. Any funds paid to the Subrecipient:

i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;

ii. that are determined by the Treasury Office of Inspector General to have been misused; or

iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

23. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or sub-contractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

24. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement

or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Subrecipient, or Sub-contractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Subrecipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
26. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE XVII. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP

guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees:

The sub-grantee, Subrecipient, sub-contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the

Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-contractor.


The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Armstrong Mechanical Co., Inc.

MARK W. MCBRAYER, MAYOR


Chris Carpenter, President

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read 'Erik Rejino', written over a horizontal line.

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'Kelli Leisure', written over a horizontal line.

Kelli Leisure, Senior Assistant City Attorney

Workforce Training Grant Program

Overview

The City of Lubbock and LEDA are offering workforce-training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The City of Lubbock will provide employers with a \$5,000 grant per employee to assist in offsetting the costs associated with employee training.

An employer can request grants for up to two (2) employees. The funds will be available on a first come first serve basis at the sole discretion of the City of Lubbock and will be available until budgeted funds are depleted.

Training Grant Eligibility

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to two (2) grants.

Training Grant Details

- An employer is eligible to receive one training grant in the amount of \$5,000 per employee hired within 90 days of submission of the grant application.
 - The first \$2,500 will be paid to the applicant upon the hiring of a new employee.
 - The remaining \$2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.
- Applicants will apply directly with LEDA who will then make recommendations to the City for funding.
- All grants are awarded at the sole discretion of the City of Lubbock.

Information

Agenda Item

Resolution - City Manager: Consider a resolution approving American Rescue Plan Act Agreement No. 18315, by and between the City of Lubbock and Dale Bolles Plumbing, Inc., for workforce training grants.

Item Summary

On March 5, 2024, the City Council approved a Memorandum of Understanding (MOU) with the Lubbock Economic Development Alliance (LEDA) to solicit and review grant applications for the Workforce Training Grant Program.

As part of the City of Lubbock's job training efforts, the City allocated \$150,000 from the Job Training allocation of the American Rescue Plan Act (ARPA) funds for workforce training grants. The program provides workforce training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The grant program provides employers with a \$5,000 grant per employee, for up to 2 employees.

The requirements of the program are outlined below.

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to 2 grants.
 - The first \$2,500 will be paid to the applicant upon the hiring of a new employee.
 - The remaining \$2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.

Applications have been received and reviewed, and a total of 9 workforce development grants are being recommended for 5 businesses.

Staff is recommending the award of 2 workforce training grants for a total of \$10,000, to Dale Bolles Plumbing, Inc.

Fiscal Impact

This agreement is in the amount of \$10,000 and is funded through ARPA Job Training Funds.

Staff/Board Recommending

Attachments

- Resolution
- Agreement
- Program Guidelines

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, ARPA Funding Agreement No. 18315 for workforce training grants by and between the City of Lubbock and Dale Bolles Plumbing 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

ccdocrs/RES.Contract 18315 ARPA Dale Bolles Plumbing
8.30.24

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

**AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AGREEMENT FOR
WORKFORCE TRAINING GRANTS**

This ARPA Funding Agreement for Workforce Training Services (the “Agreement”) Contract No. 18315 is entered into this _____ day of _____ 2024, is by and between the City of Lubbock (the “City”), a Texas home rule municipal corporation, and Dale Bolles Plumbing (the “Subrecipient”), collectively referred to herein as (the “Parties”).

WHEREAS, the Coronavirus Disease 2019 (“COVID-19”) pandemic caused numerous economic concerns throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds (“CLFRF Fund”), which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

- (1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- (3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full

fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is incurring the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide to the Subrecipient certain funds received from the CLFRF Funds in order that those funds shall be given as workforce training grants to the Subrecipient in order to assist Subrecipient offset costs of training for employees seeking a license in certain licensed trades; and

WHEREAS, the City has determined the funds the City is providing to Subrecipient under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency to assist with technical training for workers in the plumbing, HVAC, and electrical trades which has been impacted due to the COVID-19 pandemic; and

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues until allocated funds have been disbursed to the Subrecipient or December 31, 2026, whichever shall occur first.

ARTICLE II. SCOPE OF SERVICES

The Subrecipient trains new employees in order that the employees are prepared for licensure in the trades of plumbing, HVAC, and/or electrical trades. The grant herein is to help offset the Subrecipient's costs in said training.

ARTICLE III. CONVEYANCE OF ARPA GRANT FUNDS

The City agrees to convey ARPA grant funds in an amount not to exceed ten thousand dollars and NO/100 (\$10,000.00), with each grant being limited to five thousand dollars and NO/100 (\$5,000.00) per new employee as qualified herein, to the Subrecipient as grant funds as follows:

A. The first half of the grant authorized herein shall be paid to the Subrecipient after the Subrecipient submits adequate documentation to the City demonstrating the hire

of a new employee(s); and

B. The second half of the grant authorized herein shall be paid to the Subrecipient after the Subrecipient submits adequate documentation demonstrating the new employee(s) has completed one thousand eight hundred (1,800) hours of training towards licensing in one of the approved trades herein.

C. All funding shall be subject to the requirements of 42 U.S.C. § 803 and no funds shall be disbursed to the Subrecipient after December 31, 2026.

ARTICLE IV. TERMINATION

A. General. Either Party may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the other Party. Any excess ARPA grant funds in the Subrecipient's possession shall be refunded to the City immediately upon termination.

B. Termination and Remedies. In the event the either Party breaches any term and/or provision of this Agreement, the aggrieved Party 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 V. NON - ARBITRATION

Both Parties reserve 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, either Party 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 VI. REPRESENTATIONS AND WARRANTIES

A. Existence. The Subrecipient is an educational institution duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Subrecipient 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 Subrecipient. This Agreement constitutes legal, valid,

and binding obligations of the Parties and is enforceable in accordance with the terms thereof.

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

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Subrecipient and the City agree that the Subrecipient 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 Subrecipient 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 Subrecipient and the Subrecipient'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 Subrecipient 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 Subrecipient shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved sub-contractor or sub-consultant of the Subrecipient 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

The Subrecipient shall further cause any approved sub-contractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Subrecipient herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved sub-contractor 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 Subrecipient 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 Subrecipient shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Subrecipient 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 Subrecipient maintains said coverage. The Subrecipient 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 Subrecipient fails to maintain the required insurance in full force and effect, the Subrecipient 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 Subrecipient'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 IX shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Subrecipient may employ or retain consultants, sub-contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Subrecipient under this Agreement, provided that the City approves the retaining of Sub-

consultants. The Subrecipient is at all times responsible to the City to perform the Services as provided in this Agreement and the Subrecipient 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 Subrecipient shall be required by the Subrecipient to carry, for the protection and benefit of the City and the Subrecipient and naming said third parties as additional insureds, insurance as described above required to be carried by the Subrecipient in this Agreement.

The Subrecipient 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 Subrecipient 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

TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS, THE SUBRECIPIENT 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 SUBRECIPIENT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

Dales Bolles Plumbing
7103 Santa Fe Drive
Lubbock, TX 79407
Telephone: 806-795-5528
Email: office@dalebolles.com

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

Erik Rejino, Assistant City Manager
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: erejino@mylubbock.us
Telephone: 806-775-2355

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 Subrecipient non-confidential studies, reports and other available data in the possession of the City pertinent to the Subrecipient's Services. The Subrecipient 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 Subrecipient 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 Subrecipient's books and records with respect to this Agreement between the Subrecipient and the City.

C. Records. The Subrecipient shall maintain enrollment records of the Awardee and the amount of scholarship applied to each Awardee's account that are necessary to substantiate the services provided by the Subrecipient.

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

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

F. Construction and Venue.

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

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

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

I. Entire Agreement. This Agreement contains the entire agreement between the City and the Subrecipient, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

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

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

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

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

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

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient 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. Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Subrecipient or vendor agrees that the contract can be terminated if the Subrecipient 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, Subrecipient agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

U. Nothing in this Agreement expressed or implied is intended or shall be construed to waive South Plains College's governmental immunities.

ARTICLE XVI. AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Subrecipient will determine prior to engaging in any Program using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such Program.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The City of Lubbock understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and Subrecipients must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and

Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and sub-contractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government Wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000(d) et

seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in section 603(e) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. Copeland Anti-kickback Act. Subrecipient agrees to comply with the requirements of the Copeland Anti-kickback Act (40 U.S.C. § 3145), prohibiting a federal funds grantee engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.

13. Contract Work Hours and Safety Standards Act. Subrecipient agrees to comply, as applicable, with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding contracts for public works involving the employment of laborers or mechanics.
14. Rights to Inventions Made Under a Contract or Agreement. Subrecipient agrees to comply, as applicable, with the Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401). For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Subrecipient. Subrecipient agrees to all of the terms in 37 CFR 401.14(a).
15. Clean Air and Water Pollution Control Acts. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
16. Byrd Anti-Lobbying Amendment. Subrecipient agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), prohibiting the use of funds appropriated by any Act to 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with certain Federal actions.
17. Procurement of Recovered Materials. Subrecipient agrees to comply, as applicable, with 2 C.F.R. § 200.323 pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient agrees to comply with 2 C.F.R. § 200.216 regarding the prohibition of the utilization of grant funds for certain telecommunications and video surveillance services or equipment.
19. Domestic Preferences for Procurements. Subrecipient agrees to comply with 2 C.F.R. § 200.322 to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
20. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or

Agreements, and/or any other remedy available by law.

21. Publications. Any publications produced with funds from this award must display the following language: "This Program is being supported, in whole or in part, by federal award number SLFRP2653 awarded to the City of Lubbock by the U.S. Department of the Treasury."

22. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient:
- i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;
 - ii. that are determined by the Treasury Office of Inspector General to have been misused; or
 - iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

23. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or sub-contractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

24. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement

or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Subrecipient, or Sub-contractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 25. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Subrecipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 26. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE XVII. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP

guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees:

The sub-grantee, Subrecipient, sub-contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the

Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-contractor.

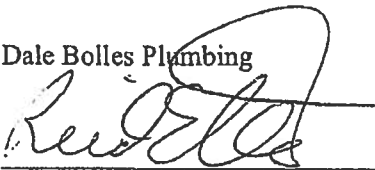
The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

MARK W. MCBRAYER, MAYOR

Dale Bolles Plumbing



Reid Ellis, Co-Owner

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Workforce Training Grant Program

Overview

The City of Lubbock and LEDA are offering workforce-training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The City of Lubbock will provide employers with a \$5,000 grant per employee to assist in offsetting the costs associated with employee training.

An employer can request grants for up to two (2) employees. The funds will be available on a first come first serve basis at the sole discretion of the City of Lubbock and will be available until budgeted funds are depleted.

Training Grant Eligibility

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to two (2) grants.

Training Grant Details

- An employer is eligible to receive one training grant in the amount of \$5,000 per employee hired within 90 days of submission of the grant application.
 - The first \$2,500 will be paid to the applicant upon the hiring of a new employee.
 - The remaining \$2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.
- Applicants will apply directly with LEDA who will then make recommendations to the City for funding.
- All grants are awarded at the sole discretion of the City of Lubbock.

Information

Agenda Item

Resolution - City Manager: Consider a resolution approving American Rescue Plan Act Agreement No. 18316, by and between the City of Lubbock and Precision Pros Plumbing, for workforce training grants.

Item Summary

On March 5, 2024, the City Council approved a Memorandum of Understanding (MOU) with the Lubbock Economic Development Alliance (LEDA) to solicit and review grant applications for the Workforce Training Grant Program.

As part of the City of Lubbock's job training efforts, the City allocated \$150,000 from the Job Training allocation of the American Rescue Plan Act (ARPA) funds for workforce training grants. The program provides workforce training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The grant program provides employers with a \$5,000 grant per employee, for up to 2 employees.

The requirements of the program are outlined below.

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to 2 grants.
 - The first \$2,500 will be paid to the applicant upon the hiring of a new employee.
 - The remaining \$2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.

Applications have been received and reviewed, and a total of 9 workforce development grants are being recommended for 5 businesses.

Staff is recommending the award of 1 workforce training grant for a total of \$5,000, to Precision Pros Plumbing.

Fiscal Impact

This agreement is in the amount of \$5,000 and is funded through ARPA Job Training Funds.

Staff/Board Recommending

Attachments

- Resolution
- Agreement
- Program Guidelines

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, ARPA Funding Agreement No. 18316 for a workforce training grant by and between the City of Lubbock and Precision Pros Plumbing 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

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

**AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AGREEMENT FOR
WORKFORCE TRAINING GRANTS**

This ARPA Funding Agreement for Workforce Training Services (the “Agreement”) Contract No. 18316 is entered into this _____ day of _____ 2024, is by and between the City of Lubbock (the “City”), a Texas home rule municipal corporation, and Precision Pros Plumbing (the “Subrecipient”), collectively referred to herein as (the “Parties”).

WHEREAS, the Coronavirus Disease 2019 (“COVID-19”) pandemic caused numerous economic concerns throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds (“CLFRF Fund”), which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

- (1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- (3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full

fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is incurring the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide to the Subrecipient certain funds received from the CLFRF Funds in order that those funds shall be given as workforce training grants to the Subrecipient in order to assist Subrecipient offset costs of training for employees seeking a license in certain licensed trades; and

WHEREAS, the City has determined the funds the City is providing to Subrecipient under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency to assist with technical training for workers in the plumbing, HVAC, and electrical trades which has been impacted due to the COVID-19 pandemic; and

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues until allocated funds have been disbursed to the Subrecipient or December 31, 2026, whichever shall occur first.

ARTICLE II. SCOPE OF SERVICES

The Subrecipient trains new employees in order that the employees are prepared for licensure in the trades of plumbing, HVAC, and/or electrical trades. The grant herein is to help offset the Subrecipient's costs in said training.

ARTICLE III. CONVEYANCE OF ARPA GRANT FUNDS

The City agrees to convey ARPA grant funds in an amount not to exceed five thousand dollars and NO/100 (\$5,000.00) for training a new employee as qualified herein, to the Subrecipient as grant funds as follows:

A. The first half of the grant authorized herein shall be paid to the Subrecipient after the Subrecipient submits adequate documentation to the City demonstrating the hire of a new employee; and

B. The second half of the grant authorized herein shall be paid to the Subrecipient after the Subrecipient submits adequate documentation demonstrating the new employee has completed one thousand eight hundred (1,800) hours of training towards licensing in one of the approved trades herein.

C. All funding shall be subject to the requirements of 42 U.S.C. § 803 and no funds shall be disbursed to the Subrecipient after December 31, 2026.

ARTICLE IV. TERMINATION

A. General. Either Party may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the other Party. Any excess ARPA grant funds in the Subrecipient's possession shall be refunded to the City immediately upon termination.

B. Termination and Remedies. In the event the either Party breaches any term and/or provision of this Agreement, the aggrieved Party 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 V. NON - ARBITRATION

Both Parties reserve 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, either Party 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 VI. REPRESENTATIONS AND WARRANTIES

A. Existence. The Subrecipient is an educational institution duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Subrecipient 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 Subrecipient. This Agreement constitutes legal, valid,

and binding obligations of the Parties and is enforceable in accordance with the terms thereof.

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

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Subrecipient and the City agree that the Subrecipient 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 Subrecipient 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 Subrecipient and the Subrecipient'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 Subrecipient 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 Subrecipient shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved sub-contractor or sub-consultant of the Subrecipient 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

The Subrecipient shall further cause any approved sub-contractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Subrecipient herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved sub-contractor 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 Subrecipient 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 Subrecipient shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Subrecipient 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 Subrecipient maintains said coverage. The Subrecipient 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 Subrecipient fails to maintain the required insurance in full force and effect, the Subrecipient 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 Subrecipient'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 IX shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Subrecipient may employ or retain consultants, sub-contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Subrecipient under this Agreement, provided that the City approves the retaining of Sub-

consultants. The Subrecipient is at all times responsible to the City to perform the Services as provided in this Agreement and the Subrecipient 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 Subrecipient shall be required by the Subrecipient to carry, for the protection and benefit of the City and the Subrecipient and naming said third parties as additional insureds, insurance as described above required to be carried by the Subrecipient in this Agreement.

The Subrecipient 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 Subrecipient 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

TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS, THE SUBRECIPIENT 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 SUBRECIPIENT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

Precision Pros Plumbing
3707 Norwich Avenue
Lubbock, TX 79407
Telephone: 806-292-4601
Email: antonioJ_611@yahoo.com

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

Erik Rejino, Assistant City Manager
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: erejino@mylubbock.us
Telephone: 806-775-2355

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 Subrecipient non-confidential studies, reports and other available data in the possession of the City pertinent to the Subrecipient's Services. The Subrecipient 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 Subrecipient 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 Subrecipient's books and records with respect to this Agreement between the Subrecipient and the City.

C. Records. The Subrecipient shall maintain enrollment records of the Awardee and the amount of scholarship applied to each Awardee's account that are necessary to substantiate the services provided by the Subrecipient.

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

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

F. Construction and Venue.

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

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

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

I. Entire Agreement. This Agreement contains the entire agreement between the City and the Subrecipient, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

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

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

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

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

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

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient 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. Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Subrecipient or vendor agrees that the contract can be terminated if the Subrecipient 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, Subrecipient agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

U. Nothing in this Agreement expressed or implied is intended or shall be construed to waive South Plains College's governmental immunities.

ARTICLE XVI. AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Subrecipient will determine prior to engaging in any Program using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such Program.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The City of Lubbock understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and Subrecipients must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and

Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and sub-contractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government Wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000(d) et

seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in section 603(e) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. Copeland Anti-kickback Act. Subrecipient agrees to comply with the requirements of the Copeland Anti-kickback Act (40 U.S.C. § 3145), prohibiting a federal funds grantee engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.

13. Contract Work Hours and Safety Standards Act. Subrecipient agrees to comply, as applicable, with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding contracts for public works involving the employment of laborers or mechanics.
14. Rights to Inventions Made Under a Contract or Agreement. Subrecipient agrees to comply, as applicable, with the Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401). For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Subrecipient. Subrecipient agrees to all of the terms in 37 CFR 401.14(a).
15. Clean Air and Water Pollution Control Acts. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
16. Byrd Anti-Lobbying Amendment. Subrecipient agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), prohibiting the use of funds appropriated by any Act to 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with certain Federal actions.
17. Procurement of Recovered Materials. Subrecipient agrees to comply, as applicable, with 2 C.F.R. § 200.323 pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient agrees to comply with 2 C.F.R. § 200.216 regarding the prohibition of the utilization of grant funds for certain telecommunications and video surveillance services or equipment.
19. Domestic Preferences for Procurements. Subrecipient agrees to comply with 2 C.F.R. § 200.322 to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
20. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or

Agreements, and/or any other remedy available by law.

21. Publications. Any publications produced with funds from this award must display the following language: "This Program is being supported, in whole or in part, by federal award number SLFRP2653 awarded to the City of Lubbock by the U.S. Department of the Treasury."

22. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient:
- i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;
 - ii. that are determined by the Treasury Office of Inspector General to have been misused; or
 - iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

23. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or sub-contractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

24. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement

or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Subrecipient, or Sub-contractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 25. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Subrecipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 26. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE XVII. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP

guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees:

The sub-grantee, Subrecipient, sub-contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the

Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-contractor.

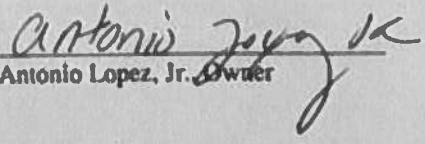
The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Precision Pros Plumbing

MARK W. MCBRAYER, MAYOR


Antonio Lopez, Jr. Owner

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read 'Erik Rejino', written over a horizontal line.

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'Kelli Leisure', written over a horizontal line.

Kelli Leisure, Senior Assistant City Attorney

Workforce Training Grant Program

Overview

The City of Lubbock and LEDA are offering workforce-training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The City of Lubbock will provide employers with a \$5,000 grant per employee to assist in offsetting the costs associated with employee training.

An employer can request grants for up to two (2) employees. The funds will be available on a first come first serve basis at the sole discretion of the City of Lubbock and will be available until budgeted funds are depleted.

Training Grant Eligibility

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to two (2) grants.

Training Grant Details

- An employer is eligible to receive one training grant in the amount of \$5,000 per employee hired within 90 days of submission of the grant application.
 - The first \$2,500 will be paid to the applicant upon the hiring of a new employee.
 - The remaining \$2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.
- Applicants will apply directly with LEDA who will then make recommendations to the City for funding.
- All grants are awarded at the sole discretion of the City of Lubbock.

Information

Agenda Item

Resolution - City Manager: Consider a resolution approving American Rescue Plan Act Agreement No. 18317, by and between the City of Lubbock and Larcon Electric, L.C., for workforce training grants.

Item Summary

On March 5, 2024, the City Council approved a Memorandum of Understanding (MOU) with the Lubbock Economic Development Alliance (LEDA) to solicit and review grant applications for the Workforce Training Grant Program.

As part of the City of Lubbock's job training efforts, the City allocated \$150,000 from the Job Training allocation of the American Rescue Plan Act (ARPA) funds for workforce training grants. The program provides workforce training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The grant program provides employers with a \$5,000 grant per employee, for up to 2 employees.

The requirements of the program are outlined below.

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to 2 grants.
 - The first \$2,500 will be paid to the applicant upon the hiring of a new employee.
 - The remaining \$2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.

Applications have been received and reviewed, and a total of 9 workforce development grants are being recommended for 5 businesses.

Staff is recommending the award of 2 workforce training grants for a total of \$10,000, to Larcon Electric, L.C.

Fiscal Impact

This agreement is in the amount of \$10,000 and is funded through ARPA Job Training Funds.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution

Agreement

Program Guidelines

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, ARPA Funding Agreement No. 18317 for workforce training grants by and between the City of Lubbock and Larcon Electric, L.C. 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

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

**AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AGREEMENT FOR
WORKFORCE TRAINING GRANTS**

This ARPA Funding Agreement for Workforce Training Services (the “Agreement”) Contract No. 18317 is entered into this _____ day of _____ 2024, is by and between the City of Lubbock (the “City”), a Texas home rule municipal corporation, and Larcon Electric, L.C. (the “Subrecipient”), collectively referred to herein as (the “Parties”).

WHEREAS, the Coronavirus Disease 2019 (“COVID-19”) pandemic caused numerous economic concerns throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds (“CLFRF Fund”), which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

- (1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- (3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full

fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is incurring the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide to the Subrecipient certain funds received from the CLFRF Funds in order that those funds shall be given as workforce training grants to the Subrecipient in order to assist Subrecipient offset costs of training for employees seeking a license in certain licensed trades; and

WHEREAS, the City has determined the funds the City is providing to Subrecipient under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency to assist with technical training for workers in the plumbing, HVAC, and electrical trades which has been impacted due to the COVID-19 pandemic; and

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues until allocated funds have been disbursed to the Subrecipient or December 31, 2026, whichever shall occur first.

ARTICLE II. SCOPE OF SERVICES

The Subrecipient trains new employees in order that the employees are prepared for licensure in the trades of plumbing, HVAC, and/or electrical trades. The grant herein is to help offset the Subrecipient's costs in said training.

ARTICLE III. CONVEYANCE OF ARPA GRANT FUNDS

The City agrees to convey ARPA grant funds in an amount not to exceed ten thousand dollars and NO/100 (\$10,000.00), with each grant being limited to five thousand dollars and NO/100 (\$5,000.00) per new employee as qualified herein, to the Subrecipient as grant funds as follows:

A. The first half of the grant authorized herein shall be paid to the Subrecipient after the Subrecipient submits adequate documentation to the City demonstrating the hire

of a new employee(s); and

B. The second half of the grant authorized herein shall be paid to the Subrecipient after the Subrecipient submits adequate documentation demonstrating the new employee(s) has completed one thousand eight hundred (1,800) hours of training towards licensing in one of the approved trades herein.

C. All funding shall be subject to the requirements of 42 U.S.C. § 803 and no funds shall be disbursed to the Subrecipient after December 31, 2026.

ARTICLE IV. TERMINATION

A. General. Either Party may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the other Party. Any excess ARPA grant funds in the Subrecipient's possession shall be refunded to the City immediately upon termination.

B. Termination and Remedies. In the event the either Party breaches any term and/or provision of this Agreement, the aggrieved Party 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 V. NON - ARBITRATION

Both Parties reserve 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, either Party 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 VI. REPRESENTATIONS AND WARRANTIES

A. Existence. The Subrecipient is an educational institution duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Subrecipient 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 Subrecipient. This Agreement constitutes legal, valid,

and binding obligations of the Parties and is enforceable in accordance with the terms thereof.

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

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Subrecipient and the City agree that the Subrecipient 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 Subrecipient 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 Subrecipient and the Subrecipient'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 Subrecipient 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 Subrecipient shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved sub-contractor or sub-consultant of the Subrecipient 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

The Subrecipient shall further cause any approved sub-contractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Subrecipient herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved sub-contractor 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 Subrecipient 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 Subrecipient shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Subrecipient 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 Subrecipient maintains said coverage. The Subrecipient 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 Subrecipient fails to maintain the required insurance in full force and effect, the Subrecipient 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 Subrecipient'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 IX shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Subrecipient may employ or retain consultants, sub-contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Subrecipient under this Agreement, provided that the City approves the retaining of Sub-

consultants. The Subrecipient is at all times responsible to the City to perform the Services as provided in this Agreement and the Subrecipient 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 Subrecipient shall be required by the Subrecipient to carry, for the protection and benefit of the City and the Subrecipient and naming said third parties as additional insureds, insurance as described above required to be carried by the Subrecipient in this Agreement.

The Subrecipient 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 Subrecipient 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

TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS, THE SUBRECIPIENT 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 SUBRECIPIENT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

Larcon Electric, L.C.
4002 N. Guava Avenue
Lubbock, TX 79403
Telephone: 806-745-5012
Email: bwinn@larconelectric.com

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

Erik Rejino, Assistant City Manager
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: erejino@mylubbock.us
Telephone: 806-775-2355

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 Subrecipient non-confidential studies, reports and other available data in the possession of the City pertinent to the Subrecipient's Services. The Subrecipient 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 Subrecipient 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 Subrecipient's books and records with respect to this Agreement between the Subrecipient and the City.

C. Records. The Subrecipient shall maintain enrollment records of the Awardee and the amount of scholarship applied to each Awardee's account that are necessary to substantiate the services provided by the Subrecipient.

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

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

F. Construction and Venue.

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

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

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

I. Entire Agreement. This Agreement contains the entire agreement between the City and the Subrecipient, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

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

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

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

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

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

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient 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. Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Subrecipient or vendor agrees that the contract can be terminated if the Subrecipient 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, Subrecipient agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

U. Nothing in this Agreement expressed or implied is intended or shall be construed to waive South Plains College's governmental immunities.

ARTICLE XVI. AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Subrecipient will determine prior to engaging in any Program using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such Program.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The City of Lubbock understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and Subrecipients must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and

Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and sub-contractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government Wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000(d) et

seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in section 603(e) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. Copeland Anti-kickback Act. Subrecipient agrees to comply with the requirements of the Copeland Anti-kickback Act (40 U.S.C. § 3145), prohibiting a federal funds grantee engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.

13. Contract Work Hours and Safety Standards Act. Subrecipient agrees to comply, as applicable, with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding contracts for public works involving the employment of laborers or mechanics.
14. Rights to Inventions Made Under a Contract or Agreement. Subrecipient agrees to comply, as applicable, with the Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401). For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Subrecipient. Subrecipient agrees to all of the terms in 37 CFR 401.14(a).
15. Clean Air and Water Pollution Control Acts. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
16. Byrd Anti-Lobbying Amendment. Subrecipient agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), prohibiting the use of funds appropriated by any Act to 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with certain Federal actions.
17. Procurement of Recovered Materials. Subrecipient agrees to comply, as applicable, with 2 C.F.R. § 200.323 pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient agrees to comply with 2 C.F.R. § 200.216 regarding the prohibition of the utilization of grant funds for certain telecommunications and video surveillance services or equipment.
19. Domestic Preferences for Procurements. Subrecipient agrees to comply with 2 C.F.R. § 200.322 to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
20. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or

Agreements, and/or any other remedy available by law.

21. Publications. Any publications produced with funds from this award must display the following language: "This Program is beingsupported, in whole or in part, by federal award number SLFRP2653awarded to the City of Lubbock by the U.S. Department of the Treasury."

22. Debts Owed the Federal Government.

a. Any funds paid to the Subrecipient:

i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;

ii. that are determined by the Treasury Office of Inspector General to have been misused; or

iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

23. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or sub-contractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

24. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement

or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Subrecipient, or Sub-contractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 25. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Subrecipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 26. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE XVII. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP

guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees:

The sub-grantee, Subrecipient, sub-contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the

Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-contractor.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

MARK W. MCBRAYER, MAYOR

Larcon Electric, L.C.



Brian Winn, General Manager

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Workforce Training Grant Program

Overview

The City of Lubbock and LEDA are offering workforce-training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The City of Lubbock will provide employers with a \$5,000 grant per employee to assist in offsetting the costs associated with employee training.

An employer can request grants for up to two (2) employees. The funds will be available on a first come first serve basis at the sole discretion of the City of Lubbock and will be available until budgeted funds are depleted.

Training Grant Eligibility

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to two (2) grants.

Training Grant Details

- An employer is eligible to receive one training grant in the amount of \$5,000 per employee hired within 90 days of submission of the grant application.
 - The first \$2,500 will be paid to the applicant upon the hiring of a new employee.
 - The remaining \$2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.
- Applicants will apply directly with LEDA who will then make recommendations to the City for funding.
- All grants are awarded at the sole discretion of the City of Lubbock.

Information

Agenda Item

Resolution - City Manager: Consider a resolution approving American Rescue Plan Act Agreement No. 18318, by and between the City of Lubbock and Bruce Thornton Air Conditioning, for workforce training grants.

Item Summary

On March 5, 2024, the City Council approved a Memorandum of Understanding (MOU) with the Lubbock Economic Development Alliance (LEDA) to solicit and review grant applications for the Workforce Training Grant Program.

As part of the City of Lubbock's job training efforts, the City allocated \$150,000 from the Job Training allocation of the American Rescue Plan Act (ARPA) funds for workforce training grants. The program provides workforce training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The grant program provides employers with a \$5,000 grant per employee, for up to 2 employees.

The requirements of the program are outlined below.

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to 2 grants.
 - The first \$2,500 will be paid to the applicant upon the hiring of a new employee.
 - The remaining \$2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.

Applications have been received and reviewed, and a total of 9 workforce development grants are being recommended for 5 businesses.

Staff is recommending the award of 2 workforce training grants for a total of \$10,000, to Bruce Thornton Air Conditioning.

Fiscal Impact

This agreement in the amount of \$10,000, is funded through ARPA Job Training Funds.

Staff/Board Recommending

Attachments

- Resolution
- Agreement
- Program Guidelines

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, ARPA Funding Agreement No. 18318 for workforce training grants by and between the City of Lubbock and Bruce Thornton Air Conditioning 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

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

**AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AGREEMENT FOR
WORKFORCE TRAINING GRANTS**

This ARPA Funding Agreement for Workforce Training Services (the “Agreement”) Contract No. 18318 is entered into this ____ day of _____ 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Bruce Thornton Air Conditioning (the “Subrecipient”), collectively referred to herein as (the “Parties”).

WHEREAS, the Coronavirus Disease 2019 (“COVID-19”) pandemic caused numerous economic concerns throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds (“CLFRF Fund”), which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

- (1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- (3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full

fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is incurring the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide to the Subrecipient certain funds received from the CLFRF Funds in order that those funds shall be given as workforce training grants to the Subrecipient in order to assist Subrecipient offset costs of training for employees seeking a license in certain licensed trades; and

WHEREAS, the City has determined the funds the City is providing to Subrecipient under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency to assist with technical training for workers in the plumbing, HVAC, and electrical trades which has been impacted due to the COVID-19 pandemic; and

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues until allocated funds have been disbursed to the Subrecipient or December 31, 2026, whichever shall occur first.

ARTICLE II. SCOPE OF SERVICES

The Subrecipient trains new employees in order that the employees are prepared for licensure in the trades of plumbing, HVAC, and/or electrical trades. The grant herein is to help offset the Subrecipient's costs in said training.

ARTICLE III. CONVEYANCE OF ARPA GRANT FUNDS

The City agrees to convey ARPA grant funds in an amount not to exceed ten thousand dollars and NO/100 (\$10,000.00), with each grant being limited to five thousand dollars and NO/100 (\$5,000.00) per new employee as qualified herein, to the Subrecipient as grant funds as follows:

A. The first half of the grant authorized herein shall be paid to the Subrecipient after the Subrecipient submits adequate documentation to the City demonstrating the hire

of a new employee(s); and

B. The second half of the grant authorized herein shall be paid to the Subrecipient after the Subrecipient submits adequate documentation demonstrating the new employee(s) has completed one thousand eight hundred (1,800) hours of training towards licensing in one of the approved trades herein.

C. All funding shall be subject to the requirements of 42 U.S.C. § 803 and no funds shall be disbursed to the Subrecipient after December 31, 2026.

ARTICLE IV. TERMINATION

A. General. Either Party may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the other Party. Any excess ARPA grant funds in the Subrecipient's possession shall be refunded to the City immediately upon termination.

B. Termination and Remedies. In the event the either Party breaches any term and/or provision of this Agreement, the aggrieved Party 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 V. NON - ARBITRATION

Both Parties reserve 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, either Party 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 VI. REPRESENTATIONS AND WARRANTIES

A. Existence. The Subrecipient is an educational institution duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Subrecipient 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 Subrecipient. This Agreement constitutes legal, valid,

and binding obligations of the Parties and is enforceable in accordance with the terms thereof.

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

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Subrecipient and the City agree that the Subrecipient 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 Subrecipient 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 Subrecipient and the Subrecipient'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 Subrecipient 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 Subrecipient shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved sub-contractor or sub-consultant of the Subrecipient 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

The Subrecipient shall further cause any approved sub-contractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Subrecipient herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved sub-contractor 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 Subrecipient 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 Subrecipient shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Subrecipient 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 Subrecipient maintains said coverage. The Subrecipient 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 Subrecipient fails to maintain the required insurance in full force and effect, the Subrecipient 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 Subrecipient'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 IX shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Subrecipient may employ or retain consultants, sub-contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Subrecipient under this Agreement, provided that the City approves the retaining of Sub-

consultants. The Subrecipient is at all times responsible to the City to perform the Services as provided in this Agreement and the Subrecipient 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 Subrecipient shall be required by the Subrecipient to carry, for the protection and benefit of the City and the Subrecipient and naming said third parties as additional insureds, insurance as described above required to be carried by the Subrecipient in this Agreement.

The Subrecipient 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 Subrecipient 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

TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS, THE SUBRECIPIENT 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 SUBRECIPIENT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

Bruce Thornton Air Conditioning
128 Slaton Road
Lubbock, TX 79404
Telephone: 806-203-6282
Email: matt@btacinc.com
(copy in) mikia@btacinc.com

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

Erik Rejino, Assistant City Manager
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: erejino@mylubbock.us
Telephone: 806-775-2355

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 Subrecipient non-confidential studies, reports and other available data in the possession of the City pertinent to the Subrecipient's Services. The Subrecipient 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 Subrecipient 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 Subrecipient's books and records with respect to this Agreement between the Subrecipient and the City.

C. Records. The Subrecipient shall maintain enrollment records of the Awardee and the amount of scholarship applied to each Awardee's account that are necessary to substantiate the services provided by the Subrecipient.

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

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

F. Construction and Venue.

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

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

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

I. Entire Agreement. This Agreement contains the entire agreement between the City and the Subrecipient, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

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

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

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

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

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

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient 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. Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Subrecipient or vendor agrees that the contract can be terminated if the Subrecipient 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, Subrecipient agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

U. Nothing in this Agreement expressed or implied is intended or shall be construed to waive South Plains College's governmental immunities.

ARTICLE XVI. AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Subrecipient will determine prior to engaging in any Program using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such Program.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The City of Lubbock understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and Subrecipients must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and

Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and sub-contractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government Wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000(d) et

seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in section 603(e) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. Copeland Anti-kickback Act. Subrecipient agrees to comply with the requirements of the Copeland Anti-kickback Act (40 U.S.C. § 3145), prohibiting a federal funds grantee engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.

13. Contract Work Hours and Safety Standards Act. Subrecipient agrees to comply, as applicable, with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding contracts for public works involving the employment of laborers or mechanics.
14. Rights to Inventions Made Under a Contract or Agreement. Subrecipient agrees to comply, as applicable, with the Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401). For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Subrecipient. Subrecipient agrees to all of the terms in 37 CFR 401.14(a).
15. Clean Air and Water Pollution Control Acts. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
16. Byrd Anti-Lobbying Amendment. Subrecipient agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), prohibiting the use of funds appropriated by any Act to 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with certain Federal actions.
17. Procurement of Recovered Materials. Subrecipient agrees to comply, as applicable, with 2 C.F.R. § 200.323 pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient agrees to comply with 2 C.F.R. § 200.216 regarding the prohibition of the utilization of grant funds for certain telecommunications and video surveillance services or equipment.
19. Domestic Preferences for Procurements. Subrecipient agrees to comply with 2 C.F.R. § 200.322 to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
20. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or

Agreements, and/or any other remedy available by law.

21. Publications. Any publications produced with funds from this award must display the following language: “This Program is being supported, in whole or in part, by federal award number SLFRP2653 awarded to the City of Lubbock by the U.S. Department of the Treasury.”

22. Debts Owed the Federal Government.

a. Any funds paid to the Subrecipient:

i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;

ii. that are determined by the Treasury Office of Inspector General to have been misused; or

iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

23. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or sub-contractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

24. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement

or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Subrecipient, or Sub-contractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Subrecipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
26. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE XVII. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP

guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees:

The sub-grantee, Subrecipient, sub-contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the

Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-contractor.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

MARK W. MCBRAYER, MAYOR

Bruce Thornton Air Conditioning



Matt Hadley, President

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read 'Erik Rejino', written over a horizontal line.

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'Kelli Leisure', written over a horizontal line.

Kelli Leisure, Senior Assistant City Attorney

Workforce Training Grant Program

Overview

The City of Lubbock and LEDA are offering workforce-training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The City of Lubbock will provide employers with a \$5,000 grant per employee to assist in offsetting the costs associated with employee training.

An employer can request grants for up to two (2) employees. The funds will be available on a first come first serve basis at the sole discretion of the City of Lubbock and will be available until budgeted funds are depleted.

Training Grant Eligibility

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to two (2) grants.

Training Grant Details

- An employer is eligible to receive one training grant in the amount of \$5,000 per employee hired within 90 days of submission of the grant application.
 - The first \$2,500 will be paid to the applicant upon the hiring of a new employee.
 - The remaining \$2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.
- Applicants will apply directly with LEDA who will then make recommendations to the City for funding.
- All grants are awarded at the sole discretion of the City of Lubbock.

Information

Agenda Item

Resolution - City Council: Consider a resolution approving a contract amendment to American Rescue Plan Act Agreement No. 16663, by and between the City of Lubbock and the East Lubbock Resident Owned Business Initiative, for job training services.

Item Summary

On June 14, 2022, the City Council approved an agreement with the East Lubbock Resident Owned Business Initiative (EL ROBI), for job training services. The agreement was in the amount of \$420,000 and the term set forth in the agreement was through September 30, 2024.

EL ROBI is a six-week pre-apprenticeship program that targets low to moderate income people that are pursuing careers in the skilled trades. This is an existing program that provides safety training, financial coaching, and industry-specific curriculum for the trades, including plumbing, HVAC, electrical, and welding.

EL ROBI works directly with employers to develop training programs that meet the specific needs of the sector to ensure that individuals are well-prepared and positioned to be successful in apprenticeships for careers in the skilled trades. The program funds up to \$3,000 per student, per class for an amount not to exceed \$420,000. During that 6-week period, students receive a minimum of 40 hours of instruction and the funding is applied towards program expenses, including staffing, instructors, and equipment, and supplies. EL ROBI has utilized \$243,301.91 through August of this year.

The proposed amendment would extend the original term of the agreement to December 31, 2026, but will not add any additional funds to the amount already allocated through the original agreement.

Fiscal Impact

This amendment is an extension of the original term of the agreement, and has no fiscal impact.

Staff/Board Recommending

Gordon Harris, Councilman, District 2
Dr. Jennifer Wilson, Councilwoman, District 5

Attachments

Resolution
Amendment
Original Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the ARPA Funding Agreement Contract No. 16663 for job training and workforce placement services, by and between the City of Lubbock and the East Lubbock Resident Owned Business Initiative (EL ROBI), 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:



Gordon Harris, Councilman, District 2



Dr. Jennifer Wilson, Councilwoman, District 5

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

**Amendment 1
To Agreement Between
The City of Lubbock, TX
And
The East Lubbock Resident Owned Business Initiative (EL ROBI)**

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT No. 16663 dated and entered into the 14th day of June 2022 by and between the City of Lubbock ("City") and the East Lubbock Resident Owned Business Initiative (EL ROBI), ("Subrecipient"), for job training and work placement services for members of the community most disproportionately impacted by the COVID-19 pandemic ("Project").

WITNESSETH:

WHEREAS, the City and EL ROBI now agree to extend the term of the Agreement for the completion of the Project.

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

The term of the Agreement shall be extended and shall end on December 31, 2026.

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

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



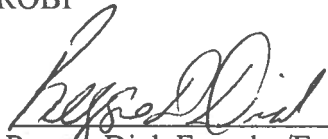
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

EL ROBI

By: 


Reggie Dial, Founder/Executive Director

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, ARPA Funding Agreement No. 16663 for job training and workforce placement services by and between the City of Lubbock and EL ROBI, 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 June 14, 2022.



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

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

**AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AGREEMENT FOR JOB
TRAINING AND WORKFORCE PLACEMENT SERVICES**

This ARPA Funding Agreement for Job Training Services (the “Agreement”) Contract No. 16663 is entered into this 14th day of June 2022, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and the East Lubbock Resident Owned Business Initiative (EL ROBI), (the “Subrecipient”), collectively referred to herein as (the “Parties”).

WHEREAS, the Coronavirus Disease 2019 (“COVID-19”) pandemic caused numerous economic concerns throughout the United States, including in the City of Lubbock; and

WHEREAS, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which established the Coronavirus Relief Fund; and

WHEREAS, on March 11, 2021, the President signed into federal law the American Rescue Plan Act (“ARPA”), which established the 21.027 Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds (“CLFRF Fund”), which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. The SLFRF builds on and expands the support provided to the City, including through the Coronavirus Relief Fund; and

WHEREAS, pursuant to the SLFRF program, the United States Department of Treasury has provided the City with a direct payment from the CLFRF Fund to cover certain costs, which includes the requirement of the obligation of funds by December 31, 2024 for following uses:

- (1) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- (3) For the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full

fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the City is a metropolitan city as defined by section 5302(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5302(a)(4)); and

WHEREAS, the City is incurring the costs for the assistance provided under this Agreement prior to December 31, 2024; and

WHEREAS, the primary goal of this Agreement is for the City to provide to the Subrecipient certain funds received from the CLFRF Funds in order that the Subrecipient provide job training and work placement services for members of the community most disproportionately impacted by the COVID-19 pandemic; and

WHEREAS, the Subrecipient shall aid in the response of the negative economic impacts of the COVID-19 pandemic, including the increased unemployment rate, by offering job training for careers and skilled trades and job placement services as set forth in the EL ROBI Program Plan (the “Program”), attached hereto as “Exhibit A” and incorporated herein ; and

WHEREAS, Subrecipient has an experienced staff and is qualified to provide for and manage the Program related to job training and workforce placement services; and

WHEREAS, the City has determined the funds the City is providing to Subrecipient under this Agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency to respond to and assist those who have experienced economic harm in the form of joblessness due to the COVID-19 pandemic; and

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption through September 30, 2024.

ARTICLE II. SCOPE OF SERVICES

The Subrecipient shall be responsible for conducting classes, job training, and job placement services for EL ROBI students in accordance with the details and goals of the Program. Students enrolled in the Subrecipient’s Program shall receive a minimum of forty (40) hours of instruction.

ARTICLE III. CONVEYANCE OF ARPA GRANT FUNDS

The City agrees to convey ARPA grant funds to the Subrecipient as follows:

- A. Upon execution of this Agreement, the City shall disburse to the Subrecipient fifteen thousand and NO/100 dollars (\$15,000.00) for operational expenses for the Program; and
- B. The remainder of funds shall be paid as reimbursement to the Subrecipient upon student completion of classes in the Program at an amount not to exceed three thousand and NO/100 dollars (\$3,000.00) per student.

ARPA grant funds conveyed to the Subrecipient in accordance with this Agreement shall be for up to an amount not to exceed four hundred twenty thousand and NO/100 dollars (\$420,000.00). All funding shall be subject to the requirements of 42 U.S.C. § 803 and no funds shall be disbursed to the Subrecipient after December 31, 2026.

The transfer of ARPA grant funds to the Subrecipient shall occur within thirty (30) days after Subrecipient furnishes documentation to the City demonstrating EL ROBI student class enrollment and course completion. Such documentation shall include proof of enrollment of students, invoices for allowable operational expenses, proof of payment of said operational expenses, and a detailed accounting of the ARPA grant funds previously expended. The City shall retain the sole discretion in determining if documentation submitted by the Subrecipient is adequate for reimbursement.

ARTICLE IV. TERMINATION

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Subrecipient. In the event this Agreement is so terminated, the City shall only provide ARPA grant funds to the Subrecipient for the expenses incurred up to the date the Subrecipient is deemed to have received notice of termination, as provided herein. Further, any excess ARPA grant funds in the Subrecipient's possession shall be refunded to the City immediately upon termination.

B. Termination and Remedies. In the event the Subrecipient 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 V. 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 VI. REPRESENTATIONS AND WARRANTIES

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

B. Corporate Power. The Subrecipient 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 Subrecipient. This Agreement constitutes legal, valid, and binding obligations of the Subrecipient and is enforceable in accordance with the terms thereof.

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

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Subrecipient and the City agree that the Subrecipient 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 Subrecipient 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 Subrecipient and the Subrecipient'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 Subrecipient 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 Subrecipient shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved sub-contractor or sub-consultant of the Subrecipient 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

The Subrecipient shall further cause any approved sub-contractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Subrecipient herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved sub-contractor 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 Subrecipient 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 Subrecipient shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Subrecipient 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 Subrecipient maintains said coverage. The Subrecipient 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 Subrecipient fails to maintain the required insurance in full force and effect, the Subrecipient 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 Subrecipient'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 IX shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Subrecipient may employ or retain consultants, sub-contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Subrecipient, as set forth in "Exhibit A", attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Subrecipient is at all times responsible to the City to perform the Services as provided in this Agreement and the Subrecipient 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 Subrecipient shall be required by the Subrecipient to carry, for the protection and benefit of the City and the Subrecipient and naming said third parties as additional insureds, insurance as described above required to be carried by the Subrecipient in this Agreement.

The Subrecipient 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 Subrecipient 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 SUBRECIPIENT 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 SUBRECIPIENT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

EL ROBI
Reggie Dial, Founder/Executive Director
1500 14th Street
Lubbock, Texas 79401
Telephone: 806-500-3476
Email: elrobi806@gmail.com

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

Erik Rejino, Assistant City Manager
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: erejino@mylubbock.us
Telephone: 806-775-2355

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 Subrecipient non-confidential studies, reports and other available data in the possession of the City pertinent to the Subrecipient's Services. The Subrecipient 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 Subrecipient 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 Subrecipient's books and records with respect to this Agreement between the Subrecipient and the City.

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In

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

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient 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. Subrecipient 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 Subrecipient is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Subrecipient verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Subrecipient or vendor agrees that the contract can be terminated if the Subrecipient 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, Subrecipient 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.

ARTICLE XVI. AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Subrecipient will determine prior to engaging in any Program using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such Program.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins upon execution hereof, and ends on September 30, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Further, the Subrecipient shall submit to the City of Lubbock monthly financial and program reports by the 30th day of the month, beginning upon the effective date of this Agreement. All reporting required herein shall be submitted to:

City of Lubbock
Attn: Amber Aguilar
1314 Avenue K
Lubbock, TX 79457
aaguilar@mylubbock.us
806-775-2149

4. Maintenance of and Access to Records

a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The City of Lubbock understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and Subrecipients must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and

subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and sub-contractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government Wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000(d) et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in section 603(e) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. Copeland Anti-kickback Act. Subrecipient agrees to comply with the requirements of the Copeland Anti-kickback Act (40 U.S.C. § 3145), prohibiting a federal funds grantee engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.
13. Contract Work Hours and Safety Standards Act. Subrecipient agrees to comply, as applicable, with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding contracts for public works involving the employment of laborers or mechanics.
14. Rights to Inventions Made Under a Contract or Agreement. Subrecipient agrees to comply, as applicable, with the Rights to Inventions Made Under a Contract or

Agreement (37 C.F.R. Part 401). For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the Subrecipient. Subrecipient agrees to all of the terms in 37 CFR 401.14(a).

15. Clean Air and Water Pollution Control Acts. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
16. Byrd Anti-Lobbying Amendment. Subrecipient agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), prohibiting the use of funds appropriated by any Act to 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with certain Federal actions.
17. Procurement of Recovered Materials. Subrecipient agrees to comply, as applicable, with 2 C.F.R. § 200.323 pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient agrees to comply with 2 C.F.R. § 200.216 regarding the prohibition of the utilization of grant funds for certain telecommunications and video surveillance services or equipment.
19. Domestic Preferences for Procurements. Subrecipient agrees to comply with 2 C.F.R. § 200.322 to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
20. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
21. Publications. Any publications produced with funds from this award must display the following language: "This Program is being supported, in whole or in part, by federal award number SLFRP2653 awarded to the City of Lubbock by the U.S. Department of the Treasury."

22. Debts Owed the Federal Government.

a. Any funds paid to the Subrecipient:

- i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;
- ii. that are determined by the Treasury Office of Inspector General to have been misused; or
- iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

23. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or sub-contractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

24. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the

following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Subrecipient, or Sub-contractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 25. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Subrecipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 26. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE XVII. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses,

procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Subrecipients, sub-contractors, successors, transferees, and assignees:

The sub-grantee, Subrecipient, sub-contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

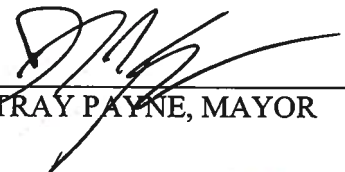
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-contractor.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXECUTED as of the Effective Date hereof.


CITY OF LUBBOCK


TRAY PAYNE, MAYOR

EAST LUBBOCK RESIDENT OWNED
BUSINESS INITIATIVE (EL ROBI)
SAM No. 081314090


Reggie Dial, Founder/Executive Director

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure

Kelli Leisure, Assistant City Attorney

EXHIBIT A



EL ROBI

East Lubbock Resident Owned Business Initiative

Program Plan

Founder/Executive Director

Reggie Dial

Phone: 806.438.8464

Email: elrobi806@gmail.com

www.elrobi806.org

OVERVIEW

EL ROBI is a 6-week pre apprenticeship target to help low to moderate income young people and also men/women who feels that college is not for them but want to start a career. The best way to do that is to provide them with opportunity and access. EL ROBI is a program that presents that to them. EL ROBI (East Lubbock Resident-Owned Business Initiative). Students receive essential safety training, financial coaching, and industry specific curriculum. The classes will go from February – October

EL ROBI works directly with employers to develop training programs that meet the specific and timely needs of the sector to ensure that individuals are well-prepared apprenticeships and for a career in the skilled trades.

The pre-apprenticeship program provides individuals with the practical skills and technical knowledge encompassed in the Heating Ventilation & Air Conditioning (HVAC), Plumbing, and Electrical industry to maximize employability.

INTENDED PURPOSES OF THE PRE-APPRENTICESHIP PROGRAM

- Provide pre-apprenticeship and trade specific training to males, females, minorities, and other disadvantaged individuals to prepare them for entry into the HVAC, Plumbing, or Electrical fields.
- Develop and sustain partnerships with community organizations and utilize resources available to develop ongoing, sustainable long-term programs and services.
- Provide comprehensive recruitment, screening services, and training to those qualified for the program.
- Bring opportunities to residents with an interest and aptitude for the skilled trades to secure employment with local industry partners.

LEARNING OBJECTIVES

The curriculum used by the instructors is a nationally recognized by all trade industry called PHCC

- Experience hands-on training
- Learn about the skilled trades industries
- Gain valuable preparation for full apprenticeship
- Learn critical safety techniques and best practices
- Acquire industry-wide recognized employability skills

PROGRAM SPONSORS

The success of the Pre-Apprenticeship program would not be possible without community support and program sponsors.

EL ROBI is proud to collaborate with the following program sponsors:

- Happy State Bank
- Texas Workforce Commission
- City of Lubbock
- Community Development Block Grant
- YWCA/Envision Center
- HUD
- West Texas Community Foundation
- Bentenbough Homes
- Atmos Energy
- Community Development Corporation
- Texas Tech University College of Education
- Wells Fargo

INDUSTRY PARTNERS

Partnerships, with businesses and others, are a vital component the pre-apprenticeship program. Local industry companies in partnership with EL ROBI will provide employment to individuals who successfully complete the Pre-Apprenticeship Readiness Program. All employment requirements will be coordinated between the student and the company.

Below are some of the organizations working hand-in-hand with EL ROBI to build a skilled workforce in Lubbock:

D. K. Hunt Electric

8724 FM 1585
Wolfforth, TX
Phone: 806:866.9911
<https://dkhunt.com/>

Bruce Thornton Air Conditioning

128 Slaton Road
Lubbock, TX
Phone: 806.589.10
<https://btacinc.com/contact>

Tom Sinclair
6501 Upland Ave.
Lubbock, TX
Phone: 844.749.2665
<https://www.callsinclair.com/>

Hub City Plumbing
502 FM 1585
Lubbock, TX
Phone: 806.745.1713
<http://hubcityplumbing.com/>

Larcon Electric
2306-A 120th Street
Lubbock, TX
Phone: 806.745.5012
<http://www.larconelectric.com/>

IBEW Electrical Union
402 50th Street
Lubbock, TX
Phone: 806.744.4062
<http://www.ibew602.org>

Teinert Construction
4009 Clovis Road
Lubbock, TX
Phone: 806.744.2801
<http://teinert.com/>

Brothers Septic
6406 County Rd 6300
Lubbock Tx 79416
806.793.1772
www.brotherssepticssystems.com

Amp Electric
10101 Hwy 87
Lubbock, Tx 79423
806.687.7267
www.ampelectrictx.com

Anthony Mechanical
525 E 40th Street
Lubbock. Tx 79404
www.anthonymechanicalservices.com

Spartan Plumbing
8217 Ave D
Lubbock Tx 79404
www.hvaccontractorlubbock.com

Wendalls & Son's
1009 N Flint
Wolfforth Tx 79382
www.wendallandsonslubbock.com

C.C Electric
1219 Ave A
Lubbock Tx 79401

Brandon & Clark
3623 I-27
Lubbock Tx 79404
www.brandonclark.com

Site One
5815 50th Street
Lubbock Tx
www.siteone.com

University Medical Center
602 Indiana Ave
(806)775-8200

TUITION COSTS

The cost to participate in the program is \$700 per individual (includes textbook and required materials). Individuals needing assistance may be eligible for tuition assistance. Please contact the Executive Director for more information.

How to pay

- A. (Self-Pay) The student will make a non-refundable down payment of \$250.00 and make payment arrangements to complete the payment.
- B. (Texas Workforce Commission) An agreement between the employer and TWC will have to be signed. If a company had 1-100 employees, the employer will pay 25% of the cost. If the company has 101-250 employees, the employer will pay 50% of the cost for the individual to complete the training. To qualify for this agreement the individual has to meet some income guidelines and they will have to contact TWC for that information.

- C. (Scholarship) We have funds set aside for an individual to apply for a scholarship. The individual will complete an application and it will be presented to the board for approval.
- D. (Company Pays) The company that the individual is employed with pays for them to complete the training.
- E. We also have support from CDBG funding that helps pay for instructors, educational material, and training

ELIGIBILITY

Applicants must meet the following minimum qualifications:

A. Age

Not less than 18 years of age.

B. Education

A high school diploma or GED equivalency is required. Applicant must provide an official transcript (s) for high school. All GED records must be submitted if applicable.

C. Physical Examinations

Applicants must be physically capable of performing the essential functions of the apprenticeship program, with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others. Physicals will be covered by the employer.

D. Background, Drug and Alcohol Testing

All applicants will be subject to criminal background screening and drug testing. There are no automatic exclusions from acceptance into the program. However, if a background check discloses one or more felony convictions, an assessment will be made on a case-by-case basis.

E. Driver's License/Transportation

Applicants must possess a valid driver's license or have reliable transportation to attend classes and/or on-the-job training facilities.

F. Test of Adult Basic Education (TABE)

Applicants (ages 24 years and under) will be required to pass the Test of Adult Basic Education (TABE). The TABE test is administered by the Texas Workforce Commission (TWC). The TABE test is an assessment product to provide a solid

foundation for effectively assessing the skills and knowledge of adult learners in the following areas:

- **Reading**
The TABE Reading test measures a student's ability to understand and interpret various reading passages. The test uses personal and business communications, instructive content, and informational materials.
- **Mathematics Computation**
The TABE Mathematics Computation test measures a student's core math skills. The material includes addition, multiplication, division, fractions, percent's, and exponents.
- **Applied Mathematics**
The TABE Applied Mathematics test asks students to answer math questions based on everyday activities, such as household budgets, recipes, repair tasks, and comparison shopping.
- **Language**
The TABE Language test asks the student to correct written passages using standard language conventions and usage. Students will be assessed on capitalization, punctuation, and sentence formation.

Resource to free practice tests: <https://www.test-guide.com/free-tabe-practice-tests.html>

TRAINING CURRICULUM

To ensure an effective curriculum, students will learn basic occupational skills and job readiness (soft) skills, specifically tailored to the workforce needs of their selected trade industry. Students will learn how to apply basic industrial math to carry out everyday tasks, take measurements using various formulas and methods, exercise industrial safety practices and learn how to use different types of hand tools and specialized equipment.

COURSE SCHEDULE & DESCRIPTIONS

Students will be able to select a skilled trade track from one of the following industries:

HVAC

The HVAC & Plumbing Pre-Apprenticeship track is aimed at prospective apprentices to provide them with information about the p-h-c industry.

PLUMBING

This is an introduction to basic plumbing practices and completion of minor repairs. Exposure to tools, safety, materials, codes, and plumbing career opportunities will be explored.

ELECTRICAL

The Electrical Pre-Apprenticeship track is aimed at prospective apprentices to exposes the students to residential, commercial and industrial systems in the electrical trade with a focus on developing practical skills.

Welding/Plumbing/Pipefitting

Aimed at prospective to expose students to the basic knowledge of a skilled trade

Plumbing and H VAC classes will be held at EL ROBI classrooms 1500 14th Street. All classes are scheduled twice a week, weekly, from 6pm-8pm.

Electrical classes are held at the International Brotherhood of Electrical Workers (IBEW) Union Hall 405 50th Street

- **HVAC & Plumbing** - Monday/Wednesday
- **Welding/Plumbing/Pipefitting**—Monday-Friday
- **Electrical** - Tuesday/Thursday
- **All** – See Week 3

Below is a general outline of the class schedule. Please note, the schedule may be subject to change at the discretion of the program director. Any changes will be communicated in a timely manner.

| | Mon | Tue | Wed | Thu | Fri | Sat |
|--------|------------------------------------|---|--|------------------------------------|----------------------------|-----|
| Week 1 | Orientation | Career Readiness Part 1 Resumes 2hrs | Career Readiness Part 2 Resumes workshop/reference 2hrs | Interview Skills 2hrs | Mock interviews 2hrs | |
| Week 2 | Industry Introduction | Industry Introduction | Industry Introduction | Industry Introduction | | |
| Week 3 | Industry Introduction Part 1 | Industry Introduction Part 1 | Industry Introduction Part 2 | Industry Introduction Part 2 | | |
| Week 4 | Financial Literacy 2hrs | Financial Literacy 2hrs | | | | |
| Week 5 | Industry Introduction Part 3 | Industry Introduction Pt 3 | Industry Introduction Part 3 | Industry Introduction Part 3 | | |

| | | | | | | |
|--------|---------------------------------|---------------------------------|-------------------------------|-------------------------------|--|--|
| Week 6 | Industry Introduction Part 4 | Industry Introduction Part 4 | Industry Introduction Pt 4 | Industry Introduction Pt 4 | | |
|--------|---------------------------------|---------------------------------|-------------------------------|-------------------------------|--|--|

COURSE DESCRIPTIONS

Orientation- Week 1

Basic, introductory overview of the program, goals career readiness, and policy

OSHA- Week 2

Safety certification on the standards and regulations of Occupational Safety and Health Administration (OSHA). Training will be facilitated in 3 sessions

Industry Intro - Week 3

Teaching basic knowledge in a skilled trade

Financial Literacy- Week 4

Designed to inform and education students in the concepts of personal finance and money management.

Industry Intro - Week 5

Teaching basic knowledge in a skilled trade

Industry Intro - Week 6

Teaching basic knowledge in a skilled trade

EXPECTATIONS

The following policies are designed to clarify the expectation of behaviors and standards of program participants.

Absences

Attendance is critical for successful completion. All students are expected to honor any planned classroom schedule and/or training. EL ROBI understands that emergencies can arise. It is the student's responsibility to inform the Program Coordinator immediately when such situations occur.

Alcohol and Drug Use

Alcohol and drugs have absolutely no place in the classroom, training, or job-site facilities. At no time should a person be under the influence of drugs or alcohol. Student who violates this policy can expect discipline which may include dismissal from the program.

Dress Code

Students are expected to wear appropriate attire at all times. Unacceptable attire includes: open toed shoes/sandals, shorts, shirts with vulgar or offensive content.

Professionalism

Students are expected to conduct themselves at all times in a professional manner and to exhibit characteristics of a professional student.

Smoking

In the interest of providing a smoke-free environment, smoking is prohibited in all classroom and training facilities.

Technology Statement

The use of cell phones is not allowed in the classroom. Students disregarding this policy may be asked to leave class with a disciplinary absence allocated by the instructor. Consistent violation of this standard can result in immediate drop from the program.

Non-Completion of Class

If a student does not complete the class, he/she will not be able to recoup any money that he/she has put towards the program. In the event that they did not pay he/she will not be able to re-enter the program for 3 months.

Social Media

As we adapt to a virtual world, it is vital to have and maintain an online presence. Active websites and intriguing social media posts engage people while maintaining health guidelines. By adopting a resource-friendly plan, EL ROBI can ensure an increase in enrollment and retention rates for the skilled trades programs, and watch a rise in awareness in the city of Lubbock. Below are a few things we are doing to keep up with the changes

Since there is an already established Facebook page the first and easiest thing to do would be to start increasing the group's presence on Facebook. A report from digitalmarketing.org suggests for businesses with under 10,000 followers to simply post quality content once every week" to increase engagement. Some suggestions for these posts include

- Videos of facilities
- Pictures of students
- Student feedback of the program
- Commentary from employers about the program
- Informational videos on enrollment ie. when can you register, when do classes take place, how often is class, what is the structure of the program?
- Typical starting salary of a graduate of the program
- What percentage of students have a job upon or soon after graduation?

These types of posts can give students a more realistic overview of the program and what kind of outcome it can have. Upon completion of an updated website and social-media accounts students who try to research the program will be greeted with an up-to-date page that gives them information to help them understand what the program is about. A quality post once a week is an easy thing to work towards as it is cost free and can be generated relatively quickly.

Mentorship and Job Placement.

Job Training Program: The focus of this program is to pick up where schools and other entities have struggled to prepare people who do not want to focus on a 4-year degree but get out in the job market and make a good living for their families.

- The organization will provide a job assessment to each participant to evaluate his or her particular skills and weaknesses. This assessment will determine the type and level of training the individual needs, as well as where they will be ultimately placed
- Successful placement will be contingent on the skill set program participants. The purpose of this job-training program is to cultivate and prepare program participants for various jobs. This program will also seek to train individuals for jobs ranging from plumbing, electrical, HVAC or general office work. The connection to a specific job allows the training to focus on preparing individuals for the tasks they can expect once hired. Programs customized to the needs of an employer, often even conducted on-site, have proven to be successful.

Additionally, training in basic skills is necessary for individuals who have been out of the workforce for a long time, or who were never in it at all, whether it be in resume writing, interview techniques, or even basic hygiene or other life skills. Such skills are critical when it comes to applying for and getting a job, as well as keeping it over the long term.

- We will develop relationships with employers, and carefully link employees with businesses that are seeking their skills
- After being placed on the job the corporation will track each employee's progress, with an eye not only to longevity in a position, but also advancement.
- Along with keeping their new jobs, the corporation will conduct ongoing skill training, both in job-specific skills as well as in soft skills. Attention to these needs increases retention rates.

This program will utilize approximately 60 percent of the corporation's time and resources

Financial Literacy Program: This program is designed to provide financial literacy workshops on budgeting, saving, banking, credit and borrowing too low to moderate- income individuals living in Lubbock TX. The purpose of this program is equipping individuals with the tools to

effectively manage their finances to make sensible decisions toward achieving financial self-sufficiency and reaching life goals. Further this program will help low to moderate- income individuals from being exploited by predatory lenders, questionable investments and outrageous interest rates.

This program will utilize approximately 10 percent of the corporation's time and resources

Career Readiness -This area we will conduct training for individuals to learn on to adapt to a job interview environment. We will help with resume building, interview skills, people skills and communications skills. This will give the individual a better opportunity to get a job in a competitive job market.

This program will utilize approximately 10 percent of the corporation's time and resources

Mentorship: There will be men and women available to help an individual who may be struggling in a certain area of the program. Then mentor will give them the guidance and the confidence to continue with the program. These mentors will help prevent a high dropout rate.

This program will utilize approximately 10 percent of the corporation's time and resources

Job Placement: We will develop partnerships with different employers here in town. So that once the individual finish with the program they will have an opportunity to interview for a job at one of these locations. This will be very beneficial to the employers because they will have a good idea of what type of worker they are getting because they will be a very involved with this program.

Labor Market

Take advantage of the Lubbock region's labor force of more than 212,380 skilled workers' Lubbock's cost of doing business continues to rank as one of the lowest in the nation. As a pro-business community, Lubbock also has some of the most competitive wage rates, affordable land, cost of living, property taxes and other business-related costs in the state. The following data makes it easy to see why Lubbock is a great place to do business.

| | Growth 2014-2024 | Average Opening | Annual Wage |
|------------|------------------|-----------------|-------------|
| HVAC | 25.5% | 25 | \$44,620 |
| Electrical | 25.5% | 30 | \$39,495 |
| Plumbing | 20.3% | 20 | \$40,866 |

Information

Agenda Item

Resolution - City Secretary: Consider a resolution confirming the appointment by City Manager W. Jarrett Atkinson, of Jimmy Lee Tillinghast as a member of the Civil Service Commission of the City of Lubbock.

Item Summary

Section 143.006 of the Local Government Code requires appointment of persons to the Civil Service Commission of the City of Lubbock to be made by the municipality's chief executive and confirmed by the governing body of the municipality. Jimmy Lee Tillinghast will replace Vickie Bennett.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

Civil Service Commission Appointment Resolution

RESOLUTION

WHEREAS, Section 143.006 of the Local Government Code requires appointment of persons to the Civil Service Commission of the City of Lubbock to be made by the municipality's chief executive and confirmed by the municipality's governing body; and

WHEREAS, W. Jarrett Atkinson, City Manager and chief executive for the City of Lubbock has appointed Jimmy Lee Tillinghast to the Civil Service Commission of the City of Lubbock, NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby confirms the appointment by City Manager W. Jarrett Atkinson of Jimmy Lee Tillinghast as a member of the Civil Service Commission of the City of Lubbock, for a term of office of three years, beginning October 1, 2024.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

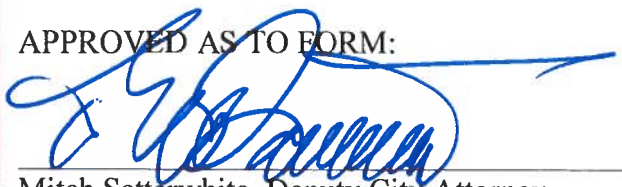
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:



Mitch Satterwhite, Deputy City Attorney

Information

Agenda Item

Resolution - City Manager: Consider and take action to ratify and confirm the appointment of Richard M. Stewart as Fire Chief for the City of Lubbock.

Item Summary

Section 143.013 of the Texas Local Government Code requires that the appointment of the head (Chief) of a civil service department of a municipality to be made by the municipality's chief executive and confirmed by the municipality's governing body.

As the City Manager and Chief Executive Officer of the City of Lubbock, I have appointed Chief Richard M. Stewart as the Fire Chief, effective October 7, 2024, and respectfully request your ratification and confirmation per the requirements of the Texas Local Government Code.

Chief Stewart was one of five, highly-qualified finalists that were selected as the result of an intensive nation-wide search. The process included application, multi-stage assignments and extensive background research. Multiple interviews were conducted as well as tours of the City and Lubbock Fire Rescue (LFR) facilities where the participating candidates were put in direct contact with both LFR members and senior City staff. The final portion of the recruitment was a public meet-and-greet session. Numerous public input submissions were received, all of which were reviewed and considered. Further information and input was received by debriefing various City staff who were involved in the process and had direct contact with the finalists. Executive Board members of the Lubbock Professional Firefighters Association also visited with the finalists and briefed me on their observations and thoughts. In the case of Chief Stewart, additional reference research was conducted as well as follow-up phone interviews.

Based on the information received and observations above, it is my recommendation and respectful request that the City Council ratify and confirm this appointment. Chief Richard M. Stewart is the best choice to lead Lubbock Fire Rescue as its next Fire Chief.

Fiscal Impact

All costs are included in existing, approved budgets.

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution - Appt. of Fire Chief Stewart

RESOLUTION

WHEREAS, Section 143.013 of the Texas Local Government Code requires appointment of the head of a civil service department of a municipality to be made by the municipality's chief executive and confirmed by the municipality's governing body; and

WHEREAS, Shaun Fogerson, Fire Chief of the City of Lubbock, retired from the City of Lubbock effective May 3, 2024; and

WHEREAS, W. Jarrett Atkinson, the City Manager and Chief Executive Officer of the City of Lubbock, appointed Richard Stewart on August 28, 2024, to serve as the Fire Chief for the City of Lubbock to fill the vacancy created by the retirement of Shaun Fogerson; and

WHEREAS, Richard Stewart meets all of the qualifications to hold the position of fire chief as outlined in Section 143.013 of the Texas Local Government Code; **NOW THEREFORE**

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

THAT the City Council of the City of Lubbock hereby confirms the appointment of Richard Stewart as the Fire Chief for the City of Lubbock.

Passed by the City Council this _____, 2024

MARK W. MCBRAYER, MAYOR

ATTEST:

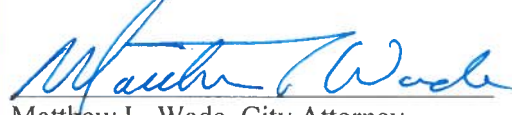
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:



Matthew L. Wade, City Attorney

Information

Agenda Item

Ordinance 1st Reading - Planning:

Consider and take action on the City of Lubbock Planning and Zoning Commission's final report of September 5, 2024, to the Lubbock City Council on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for adoption, limited to the following:

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)

Item Summary

The Planning and Zoning Commission (PZC) and the City Council held a joint public hearing on July 25, 2024, to discuss amending the Unified Development Code (Ordinance No. 2023-O0054). On August 13, 2024, the City Council tabled the amendments related to sign regulations, until the September 10, 2024 City Council meeting. On September 5, 2024, the PZC reviewed sign-related amendments to the Unified Development Code. The recommendation from the PZC will be presented at the City Council meeting on September 10, 2024.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

UDC Amendments Ordinance
Amendments

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE (ORDINANCE NO. 2023-O0054), AMENDING TABLE 39.03.023-2, RELATED TO BASE PUBLIC AND NONRESIDENTIAL DISTRICTS SIGN STANDARDS, 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, SECTION 39.03.023.b.8, RELATED TO MONUMENTS SIGNS, 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 considered the amendments herein at its regularly scheduled City Council meeting on August 13, 2024 and voted to send the amendments herein back to the Planning and Zoning Commission for its reconsideration at the regularly scheduled Planning and Zoning Commission meeting on September 5, 2024; 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

WHEREAS, the Planning and Zoning Commission has reconsidered the amendments herein, and upon receiving the final report of the Planning and Zoning Commission regarding said changes, it was by the City Council determined that it would be in the public interest that the City of Lubbock Code of Ordinances, the Unified Development Code (UDC), Ordinance No. 2023-O0054, 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. 2023-00054) is hereby amended with regard to **Table 39.03.023-2, related to base public and nonresidential districts sign standards, 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, Section 39.03.023.b.8, related to monument signs.**

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 _____.

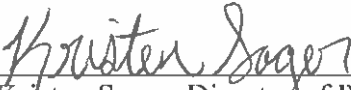
Passed by the City Council on second reading on _____.

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

Cedocs://Ordinance Amending UDC signs
8.22.24

Postponed UDC Amendments

09-10-2024 City Council Meeting

4. Table 39.03.023-2 – Base Public and Nonresidential Districts Sign Standards – Canopy Signs

- 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

- 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 |

19. Section 39.02.004(a)(7), (b)(7), (c)(7), (d)(7), (e)(7) – Signs in Residential Districts for Non-Residential Uses

- 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 \(NC\)](#).

33. Section 39.03.023.b.8 – Monuments Signs

- 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.

47. Table 39.03.023-2 Base Public and Nonresidential Districts Sign Standards - Murals

- 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., <i>Mural</i> , 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. | | | |

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2024-00128, approving and adopting a budget for Fiscal Year 2024-25; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbrances; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2024-25 Operating Budget and Capital Program of the City of Lubbock; providing for continuation of appropriations for projects in capital program; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending subsections (a), (b), (c), and (d) of section 4.02.041 of the Code of Ordinances by revising animal service fees as contained therein; amending subsection (a) of section 22.04.041 of the Code of Ordinances by revising the wastewater base charge as contained therein; amending subsection (a) of section 22.04.133 of the Code of Ordinances by revising the sewage disposal permit fee as contained therein; amending subsections (h), (i), (j), and (k) of section 22.04.174 of the Code of Ordinances by revising the septic load fees as contained therein; amending subsections (b) and (c) of section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending subsection (a) of section 22.06.185 of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; providing for the reconciliation of the transfer of funds from the General Fund to Enterprise Funds; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

Item Summary

On September 3, 2024, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance adopting the City's FY 2024-25 Operating Budget and Capital Program. The budget ordinance must be considered prior to consideration of the tax rate. This ordinance incorporates the operating and capital budgets that have been proposed by the City Manager with the changes that the City Council made at the September 3, 2024 City Council meeting. The property tax rate proposed by the City Council is \$0.470120 per \$100 valuation.

Included as Exhibit G in the proposed Budget Ordinance are the changes that have occurred since the FY 2024-25 Operating Budget and Capital Program was filed with the City Secretary on August 7, 2024, and all changes to the FY 2023-24 Adopted Budget and Capital Program that have been approved since the presentation of the FY 2024-25 Budget.

Fiscal Impact

The adoption of this budget sets all revenue and expense appropriation amounts as well as rates and fees for FY 2024-25.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

- Budget Ordinance
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit G

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR FISCAL YEAR 2024-25; APPROVING SUMMARY OF ESTIMATED AND FORECASTED REVENUES, APPROPRIATIONS, AND USE OF EXCESS RESERVES FOR ALL FUNDS OF THE CITY; PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; AUTHORIZING REDUCTION OF SPENDING BY CITY MANAGER IF NECESSARY; RE-APPROPRIATION OF BALANCES WHICH SUPPORT AUTHORIZED OBLIGATIONS OR ENCUMBRANCES; PROVIDING FOR FILING OF ADOPTED BUDGET; ESTABLISHING CIVIL SERVICE CLASSIFICATIONS AND POSITIONS; APPROPRIATING FUNDS FOR THE FISCAL YEAR 2024-25 OPERATING BUDGET AND CAPITAL PROGRAM OF THE CITY OF LUBBOCK; PROVIDING FOR CONTINUATION OF APPROPRIATIONS FOR PROJECTS IN CAPITAL PROGRAM; APPROVING ALL PERMIT, LICENSE, FEES, AND CHARGES FOR SERVICE RECOMMENDED TO BE ADJUSTED; APPROVING THE PAY PLAN AND POSITIONS; APPROVING PERSONNEL; AMENDING SUBSECTIONS (a), (b), (c), AND (d) OF SECTION 4.02.041 OF THE CODE OF ORDINANCES BY REVISING ANIMAL SERVICE FEES AS CONTAINED THEREIN; AMENDING SUBSECTION (a) OF SECTION 22.04.041 OF THE CODE OF ORDINANCES BY REVISING THE WASTEWATER BASE CHARGE AS CONTAINED THEREIN; AMENDING SUBSECTION (a) OF SECTION 22.04.133 OF THE CODE OF ORDINANCES BY REVISING THE SEWAGE DISPOSAL PERMIT FEE AS CONTAINED THEREIN; AMENDING SUBSECTIONS (h), (i), (j), AND (k) OF SECTION 22.04.174 OF THE CODE OF ORDINANCES BY REVISING THE SEPTIC LOAD FEES AS CONTAINED THEREIN; AMENDING SUBSECTIONS (b) AND (c) OF SECTION 22.06.051 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SOLID WASTE LANDFILL SERVICE FEES AS CONTAINED THEREIN; AMENDING SUBSECTION (a) OF SECTION 22.06.185 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING THE SOLID WASTE COLLECTIONS SERVICE FEES AS CONTAINED THEREIN; PROVIDING FOR THE RECONCILIATION OF THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO ENTERPRISE FUNDS; ACCEPTING THE BUDGETS FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, MARKET LUBBOCK, INC., CIVIC LUBBOCK, INC., AND VINTAGE TOWNSHIP PUBLIC FACILITIES CORPORATION; FINDING THAT PROPER NOTICE OF MEETING PROVIDED BY LAW AND RATIFYING SUCH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Manager has prepared certain figures for the Fiscal Year 2024-25 Proposed Operating Budget and Capital Program (Proposed Budget) and has submitted the same to the City Council; and

WHEREAS, the City Manager filed the Proposed Budget with the City Secretary for the fiscal year beginning October, 1, 2024; and

WHEREAS, the City Secretary posted notice that the Proposed Budget had been filed and a public hearing called thereon by the City Council at Citizens Tower; and

WHEREAS, the City Council determined that the Proposed Budget, as revised, is

appropriate and correct in all respects and that all requirements of the law have been satisfied; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, finds that assessing a payment in lieu of taxes (PILOT) and a franchise fee to any and all of its utilities is a necessary cost of service and is an administrative cost of operating the said utilities; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, further finds that assessing any and all of its utilities prorated indirect costs and costs for providing internal City services, including, but not limited to, providing office space, postage, information technology services and legal services, is a necessary cost of service and is an administrative cost of operating said utilities; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, finds that all charges assessed to any and all of its utilities to be transferred to the General Fund, as set forth in the Proposed Budget, are solely for the cost of service, are necessary to reimburse the City of Lubbock for all expenses the City of Lubbock incurs in providing said utilities, and that all such costs are directly related to drainage and operating said utilities;

NOW THEREFORE:

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

SECTION 1: THAT the budget proposed by the City Manager and filed with the City Secretary for fiscal year October 1, 2024 through September 30, 2025, which is attached hereto as **Exhibit A**, be and is hereby approved and adopted as the FY 2024-25 Adopted Operating Budget and Capital Program (Adopted Budget), and made a part of this ordinance for all purposes.

SECTION 2. THAT a summary of estimated and forecasted revenues, appropriations, and any use of excess reserves for all Funds of the City is hereby approved in all respects and is attached hereto as **Exhibit B**.

SECTION 3. THAT the City Manager is authorized to approve transfers between line items in any departmental budget and to make transfers within funds within the budget which will neither decrease a program or service adopted in said budget, nor increase expenditures over the total amount of expenditures approved in said budget, in order to meet unanticipated expenditures within any department, program, or service. A listing of transfers between funds that are included in the Adopted Budget are attached hereto as **Exhibit C**.

SECTION 4. THAT to the extent that actual revenues are projected to be less than the budgeted revenues, the City Manager is authorized to reduce spending as necessary in order to prevent expenditures from exceeding available revenue sources; and that in the event such action is taken,

the City Manager shall notify the City Council in writing with appropriate explanation.

SECTION 5. THAT all balances of appropriation in each fund, which support authorized obligations, or are encumbered at the close of business for the fiscal year ended September 30, 2024 are hereby declared to be re-appropriated into the Adopted Budget beginning October 1, 2024.

SECTION 6. THAT a copy of the Adopted Budget shall be filed with appropriate officials as required by law.

SECTION 7. THAT in accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service classifications and positions set forth in the Adopted Budget as listed in **Exhibit A** are hereby established by Ordinance.

SECTION 8. THAT the funding, as set forth in the Adopted Budget, and as also set forth in the Capital Program, are hereby appropriated as set forth in the Capital Budget. A Capital Program Summary is attached hereto as **Exhibit D**.

SECTION 9. THAT the appropriation for a project in the Capital Program shall continue in force until the purpose for which the appropriation was made has been accomplished or abandoned.

SECTION 10. THAT all fees, fines and charges for service recommended to be adjusted are approved as listed in **Exhibit A**.

SECTION 11. THAT the pay plan is approved as listed in **Exhibit E**, and any pay plan band compensation limits shall be adjusted in accordance with any compensation adjustments. Said compensation adjustments shall not include the City Manager, City Attorney, and the City Secretary.

SECTION 12. THAT personnel is adopted as reflected in **Exhibit F**.

SECTION 13. THAT Subsections (a), (b), (c), and (d) of Section 4.02.041 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

4.02.041 Fees for registrations, permits, impoundment, and adoption.

- (a) The cost of registrations and permits shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, the following minimum fees will apply:
 - (1) Dog and cat registration, annual: Fifteen dollars (\$15.00). This fee shall be waived if the owner of the animal is eligible for social security, has special needs, sixty-five (65) years of age or older, or provides proof of receiving financial assistance from the government due to the owner being

considered low-income. This fee shall also be waived for animals that are used by law enforcement agencies and for assistance animals.

- (2) Dangerous animal permit: One hundred and seventy-five dollars (\$175.00).
 - (3) Dangerous wild animal permit, annual: Three hundred dollars (\$300.00).
 - (4) Euthanasia fee for city residents: Twenty-five dollars (\$25.00). This fee for city residents shall be waived if the owner of the animal is eligible for social security, has special needs, sixty-five (65) years of age, or older or provides proof of receiving financial assistance from the government due to the owner being considered low-income. This fee shall also be waived for animals that are used by law enforcement agencies and for assistance animals.
 - (5) Euthanasia fee for non-city residents: Eighty dollars (\$80.00).
 - (6) Animal establishment, pet shop, or animal dealer permit, annual: One hundred dollars (\$100.00).
 - (7) Pet grooming facility permit: Thirty-five dollars (\$35.00).
 - (8) Multi-pet permit application fee: Forty dollars (\$40.00).
 - (9) Wildlife educational center permit, annual: No charge.
 - (10) Duplicate registration: Two dollars (\$2.00).
- (b) The cost of reclaiming animals from the city animal services facility shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, the following minimum fees will apply:
- (1) Impoundment (per animal): Seventy dollars (\$70.00). This fee will be waived two (2) times in a 12-month rolling period if the impounded animal is sterilized, has a current rabies vaccination certificate, and is identified by some means of traceable identification.
 - (2) Boarding fee (daily for all or part of any one day): Fifteen dollars (\$15.00).
 - (3) Microchipping fee: Five dollars (\$5.00).
 - (4) Rabies vaccination fee: Fifteen dollars (\$15.00).
 - (5) Rabies quarantine fee (includes boarding fee, veterinarian health check, rabies vaccination, testing fees, tag and microchip): Two hundred and twenty-five dollars (\$225.00).
 - (6) Rabies quarantine fee for non-city residents: Two hundred and seventy-five dollars (\$275.00).

- (7) Small animals (sheep, goats, etc.):
 - (A) Capture and impoundment, per head: Fifty dollars (\$50.00).
 - (B) Boarding, per head per day: Fifteen dollars (\$15.00).
- (8) Large animals (cattle, horses, etc.):
 - (A) Capture and impoundment, per head: One hundred dollars (\$100.00).
 - (B) Boarding fee, per head per day: Thirty dollars (\$30.00).
- (c) The cost of adopting an animal from the city animal services facility shall be set by the current fiscal budget of the city. If no fee is established by budget ordinance, the following minimum fees will apply:
 - (1) Dogs, cats, ferrets, reptiles, birds and others: Thirty dollars (\$30.00).
- (d) The cost of releasing animals to animal services by agencies or individuals residing outside of the city limits shall be as follows:
 - (1) Non-resident release fee: Seventy-five dollars (\$75.00).

SECTION 14. THAT Subsection (a) of Section 22.04.041 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

22.04.041 Rates charged for wastewater service.

- (a) Effective October 1, 2024, the city, through the city manager, shall charge and collect from every customer and every customer shall pay a monthly base charge for wastewater service which shall be billed to all customers based upon the water meter size as follows:

| Meter Size | Wastewater Base Charge |
|--|-------------------------------|
| No meter - Commercial | \$62.65 |
| Three-quarter inch (3/4") meter | \$17.55 |
| One inch (1") meter and no meter residential | \$21.38 |
| One and a half inch (1.5") meter | \$30.91 |
| Two inch (2") meter | \$42.38 |
| Three inch (3") meter | \$69.18 |
| Four inch (4") meter | \$107.41 |
| Six inch (6") meter | \$203.00 |
| Eight inch (8") meter | \$317.69 |
| Ten inch (10") meter | \$451.55 |

SECTION 14. THAT Subsection (a) of Section 22.04.133 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

22.04.133 Application.

- (a) Significant industrial users, as defined in section 22.04.002, shall complete and file with the city Southeast Water Reclamation Plant, P.O. Box 2000, Lubbock, TX 79457, phone 806-775-3221, an application in the form prescribed by the city, and accompanied by a fee of one thousand one hundred dollars (\$1,100.00). Existing users shall apply for a wastewater contribution permit within thirty (30) days after the effective date of this article, and proposed new users shall apply at least ninety (90) days prior to connecting to or contributing to the POTW. Applications can be obtained from the Southeast Water Reclamation Plant, P.O. Box 2000, Lubbock, TX 79457, phone 806-775-3221. In support of the application, the user shall submit, upon request, in units and terms appropriate for evaluation, part or all of the following information:
- (1) Name, address, and location of actual facility (if different from the mailing address);
 - (2) SIC number according to the current Standard Industrial Classification Manual, Bureau of the Budget;
 - (3) Wastewater constituents and characteristics including but not limited to those mentioned in division 3 of this article as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to section 304(g) of the act and contained in 40 CFR, part 136, as amended;
 - (4) Time and duration of contribution;
 - (5) Average daily and thirty-minute peak wastewater flow rates, including daily, monthly and seasonal variations if any;
 - (6) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation;
 - (7) Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;
 - (8) The nature and concentration of any pollutants in the discharge which are limited by any city, state, or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet applicable pretreatment standards;

- (9) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, and if so, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:
- (A) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, executing contract for major components, commencing construction, completing construction, etc.).
 - (B) No increment referred to in subsection (A) above shall exceed nine (9) months.
 - (C) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the director of water utilities including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the director of water utilities.
- (10) Each product produced by type, amount, process or processes and rate of production;
- (11) Type and amount of raw materials processed (average and maximum per day);
- (12) Number of employees, hours of operation of plant and proposed or actual hours of operation of pretreatment system;
- (13) Any other information as may be deemed by the city to be necessary to evaluate the permit application;
- (14) Name and title of industrial user (IU) official;
- (15) List of any other environmental permits the IU has held;
- (16) Applicable categorical standards such as: The date IU commenced discharge to the city, date of receipt of baseline monitoring report (BMR), date of receipt of the 90 day report for categorical industrial users (CIUs);

- (17) Certification or the requirement of total toxic organics (TTO) monitoring;
- (18) Submittal of toxic organic management plan (TOMP), best management practices (BMP's) or other management plan;
- (19) Any planned changes in the production rate by the IU;
- (20) Identification of sources of discharge - such as regulated, dilution flow, unregulated, (used for the combined wastewater formula to derive pollutant limits);
- (21) Indication of the applicability of combined wastewater formula;
- (22) Estimation or measurement of process and nonprocess flows;
- (23) Identification of types of discharge, such as continuous or batch discharge;
- (24) Description of pretreatment facilities;
- (25) Submittal of slug discharge control plan as required under 40 CFR 403.8(f)(2)(v), if needed;
- (26) Description of manufacturing facilities;
- (27) Description of chemical spill prevention areas; and
- (28) List of hazardous waste and description of storage area of hazardous waste.

SECTION 14. THAT Subsections (h), (i), (j), and (k) of Section 22.04.174 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

22.04.174 Septic tank emptying.

- (h) Regulation 8. Load fees. Each truck load will be assessed a minimum dump fee of thirty-eight dollars (\$ 40.00) and \$0.00371 per gallon.
- (i) Regulation 9. Disposal permit fees. Annual disposal permits are obtainable from the SEWRP located at 3603 Guava Ave, 806-775-3221, at a cost of one hundred dollars (\$100.00) per vehicle.
- (j) Regulation 10. Disposal permit renewal. Existing permits shall be renewed October 1st of each year beginning October 1, 1991. In the event a septic waste transporter applies for a new permit after October 1st, the permit fee of one hundred dollars (\$100.00) will be prorated in order to include only the months of waste disposal. The permittee shall renew all permits on October 1st of each year thereafter.

- (k) Regulation 11. Transport permit fees. The following transport permits are obtainable from the city's Environmental Health Department, 1314 Avenue K, 806-797-2951 at a cost of:
 - (1) On-site sewage disposal system: \$61.00.
 - (2) Commercial septic tank emptying: \$61.00.
 - (3) Veterans administration loan inspection: \$21.00.
 - (l) Regulation 12. Weekend dumping fee. A weekend dumping fee of \$60.00 will be charged beginning October 1, 2024.

SECTION 15. THAT Subsections (b) and (c) of Section 22.06.051 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.06.051 Dumping–Must be at designated place; rates.

- (b) Persons desiring to dump such wastes as described above at the designated city landfill shall pay a charge per ton of waste dumped of forty and no cents (\$40.00) plus any applicable state or federal fee or surcharges at landfill 2252 (West Texas Regional Disposal Facility) and thirty-three dollars and no cents (\$33.00) at landfill 69 (Caliche Canyon) effective October 1, 2024. All special wastes that must be discharged, dumped or unloaded at the designated city landfill or at such other place as may be designated by the solid waste department. Persons desiring to dump special wastes at the city landfill shall pay an additional charge per ton of waste dumped of seventy-six dollars and seventy cents (\$76.70) plus any applicable state or federal fee or surcharge for waste generated outside of the city.
- (c) Any person desiring to dump such wastes as described above whose vehicle is not covered in such a manner as to prevent the loss or spillage of such waste during transit shall be charged a surcharge of fifteen dollars (\$15.00) for a noncommercial vehicle and thirty dollars (\$30.00) for a commercial vehicle in addition to the above-listed charges.

SECTION 16. THAT Subsection (a) of Section 22.06.185 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.06.185 Amounts generally

- (a) An assessment is hereby levied for removing garbage, rubbish and trash in accordance with the schedule listed in this section. This shall be the minimum assessment and any additional charges for extra pickups, extra service or extra containers which are now or may in the future be assessed shall be in addition to this charge.
 - (1) Residential (one unit): Nineteen dollars and fifty cents (\$19.50) per month, effective October 1, 2024, plus any applicable state or federal fee or surcharge.

- (2) Small commercial, churches, day nurseries, private schools, professional offices, home beauty shops, other customary home occupations, nursing homes, orphan, maternity and geriatric homes, lodges, sororities and fraternities generating less than twenty (20) cubic feet per pickup and sharing with at least 3 other business or residential units: Thirty-eight dollars and forty-five cents (\$38.45) per month effective October 1, 2024, plus any applicable state or federal fee or surcharge.
- (3) Multifamily (more than four units with container), mobile home parks with container, commercial, institutional, hotels, dormitories, motels, hospitals, clinics, governmental agencies, and industrial:

| Container Size (Cubic Yards) | Monthly Charge |
|------------------------------|----------------|
| 2 or less | \$51.88 |
| 3 | \$76.90 |
| 4 | \$101.92 |
| 6 | \$147.54 |
| 8 | \$193.16 |

- (A) Plus any applicable state or federal fee or surcharge.
- (B) When two businesses share a dumpster, the monthly charge per container size is divided equally among the two businesses.
- (C) Roll-off containers shall be assessed a one hundred and twenty dollars (\$120.00) charge per pickup, three dollars (\$3.00) per day rental, and forty dollars (\$40.00) disposal fee per ton plus any applicable state or federal fee or surcharges, effective October 1, 2024.
- (D) Compactor containers shall be assessed a charge of one hundred and twenty dollars (\$120.00) per pickup in addition to forty dollars (\$40.00) disposal fee per ton plus any applicable state or federal fee or surcharges, effective October 1, 2024.
- (E) For the purpose of this section and its use herein, the word "container" shall mean a detachable container of heavy durable material subject to being moved by automation.

SECTION 17. THAT any transfers of funds from the General Fund to the Enterprise Funds to subsidize operations of that Enterprise Fund will be reconciled and trued-up at the end of the

fiscal year and only the amount of funds necessary to balance the Enterprise Fund will be transferred.

SECTION 18. THAT the proposed budgets of the following Component Units and Related Entities are accepted as presented by their Boards: Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation.

SECTION 19. THAT the City Council finds and declares that sufficient written notice of the date, hour, place and subject of this meeting of the Council was posted at a designated place convenient to the public at the Citizens Tower for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents of posting hereof.

SECTION 20. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

SECTION 21. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 22. THAT matters revised after the proposed budget was filed with the City Secretary are attached hereto as **Exhibit G**.

AND IT IS SO ORDERED

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

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

Council members present but not voting:

Council members absent:

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

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

Council members present but not voting:

Council members absent:

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, Deputy City Attorney

Exhibit B - All Funds Summary

| Budget FY 2024-25 | |
|---------------------------------------|----------------|
| General Fund Revenue Sources | |
| Taxes | |
| Property Taxes | \$ 89,351,424 |
| Delinquent Taxes/Penalties & Interest | 1,025,000 |
| Sales Tax | 105,648,634 |
| Mixed Beverage Tax | 2,000,000 |
| Bingo Tax | 200,000 |
| Suddenlink | 1,535,000 |
| Xcel Energy | 1,000 |
| Atmos | 3,778,000 |
| South Plains Electric Coop. | 2,175,000 |
| West Texas Gas | 75,000 |
| Franchise Fee | 24,158,803 |
| Telecom ROW | 1,576,000 |
| Development Services | 320,900 |
| General Government | 276,950 |
| City Secretary | 500,150 |
| Public Safety | 975,665 |
| Public Works/Solid Waste | 29,614,228 |
| Public Health | 134,100 |
| Animal Shelter | 94,500 |
| Cultural/Recreational | 629,684 |
| Museum | 349,350 |
| Licenses and Permits | 5,882,279 |
| Intergovernmental | 546,561 |
| Fines and Forfeitures | 2,867,475 |
| Interest Earnings | 2,630,000 |
| In Lieu of Property Tax | 11,015,679 |
| Rental | 68,000 |
| Recoveries of Expenditures | 1,035,080 |
| Oil and Gas Royalties | 400,000 |
| Other | 532,400 |
| Transfers from Solid Waste CIP | 290,900 |
| Transfers from LP&L | 2,017,848 |
| Transfers from Water/Wastewater Fund | 3,097,316 |
| Transfers from Airport Fund | 2,502,392 |
| Transfers from Risk Fund | 216,295 |
| Transfers from Stormwater | 632,884 |
| Total General Fund Revenue | \$ 298,154,497 |
| Use of Excess Reserves | 12,519,096 |

Exhibit B - All Funds Summary

| | Budget FY 2024-25 |
|--|-----------------------|
| General Fund Appropriation Units | |
| Administrative Services: | |
| City Attorney | \$ 2,617,904 |
| City Council | 604,742 |
| City Manager | 1,852,421 |
| City Secretary | 1,747,041 |
| Facilities Management | 5,508,382 |
| Finance | 3,852,551 |
| Human Resources | 1,317,432 |
| Internal Audit | 300,072 |
| Non-departmental | 4,282,015 |
| Communications and Marketing and Call Center | 1,061,846 |
| Administrative Services Appropriation | 23,144,406 |
| Cultural and Recreation Services: | |
| Library | 4,410,917 |
| Cultural Arts | 1,378,512 |
| Parks and Recreation | 13,848,816 |
| Cultural and Recreation Services Appropriation | 19,638,245 |
| Development Services: | |
| Building Safety | 3,020,984 |
| Code Enforcement | 3,245,262 |
| Environmental Health | 1,440,088 |
| Vector Control | 617,108 |
| Planning | 1,192,409 |
| Development Services Appropriation | 9,515,851 |
| Public Works/Solid Waste: | |
| Engineering | 790,637 |
| Solid Waste | 28,305,627 |
| Streets | 6,695,908 |
| Traffic | 4,563,611 |
| Public Works/Solid Waste Appropriation | 40,355,783 |
| Public Safety and Health Services: | 3,702,405 |
| Animal Services | 997,054 |
| Fire | 71,400,961 |
| Municipal Court | 1,955,010 |
| Police | 92,765,166 |
| Public Health | 1,804,628 |
| Public Safety & Health Services Appropriation | 172,625,224 |
| Other Appropriation: | |
| Transfers | 38,958,365 |
| Other Appropriation | 38,958,365 |
| Additional COLI Adjustment | 6,435,719 |
| Total General Fund Appropriation | \$ 310,673,593 |

Exhibit B - All Funds Summary

| | Budget FY 2024-25 |
|--|----------------------|
| Debt Service Fund Revenue Sources | |
| Tax Collection | \$ 29,404,282 |
| Interest on Investments | 100,000 |
| Transfer from Solid Waste | 4,661,378 |
| Transfer from North Overton TIF | 2,919,557 |
| Transfer from CBD TIF | 940,954 |
| Transfer from Hotel Tax Fund | 90,500 |
| Transfer from Gateway | 8,778,479 |
| Transfer from LP&L - Citizens Tower | 1,141,493 |
| Transfer from Water - Citizens Tower | 146,744 |
| Transfer from Storm Water (Street Maintenance) | 102,721 |
| Total Debt Service Fund Revenue | 48,286,108 |
| Use of Excess Reserves | 6,320 |
| Debt Service Fund Expenditures | |
| Principal and Interest Bond Payments | 47,656,222 |
| Fiscal Agent Fees | 14,000 |
| Bond Sale Charges | 180,000 |
| Transfer to Civic Centers | 442,206 |
| Total Debt Service Fund Appropriation | 48,292,428 |
| Fleet Services Fund | |
| Total Fleet Service Fund Revenue | 16,764,906 |
| Use of Excess Reserves | 26,902 |
| Total Fleet Service Fund Appropriation | 16,791,808 |
| Health Benefits Fund | |
| Total Health Benefits Fund Revenue | 46,187,535 |
| Total Health Benefits Fund Appropriation | 46,128,332 |
| Information Technology Fund | |
| Total Information Technology Revenue | 14,102,497 |
| Use of Excess Reserves | 145,078 |
| Total Information Technology Appropriation | 14,247,575 |
| Telecommunications Fund | |
| Total Telecommunications Revenue | 1,708,856 |
| Use of Excess Reserves | 9,170 |
| Total Telecommunications Appropriation | 1,718,026 |
| GIS and Data Services Fund | |
| Total GIS & Data Services Revenue | 896,413 |
| Use of Excess Reserves | 41,680 |
| Total GIS & Data Services Appropriation | 938,093 |
| Radio Shop Fund | |
| Total Radio Shop Revenue | 2,759,900 |
| Total Radio Shop Appropriation | 2,186,089 |

Exhibit B - All Funds Summary

| | Budget FY 2024-25 |
|--|----------------------|
| Investment Pool Fund | |
| Total Investment Pool Fund Revenue | \$ 211,204 |
| Total Investment Pool Fund Appropriation | 208,794 |
| Print Shop Fund | |
| Total Print Shop Revenue | 291,464 |
| Total Print Shop Appropriation | 247,760 |
| Warehouse Fund | |
| Total Warehouse Fund Revenue | 507,360 |
| Total Warehouse Fund Appropriation | 500,142 |
| Risk Management Fund | |
| Total Risk Management Fund Revenue | 13,464,922 |
| Total Risk Management Fund Appropriation | 13,413,121 |
| Airport Fund | |
| Total Airport Fund Revenue | 20,368,569 |
| Total Airport Fund Appropriation | 18,428,899 |
| Cemetery Fund | |
| Total Cemetery Fund Revenue | 487,544 |
| Use of Excess Reserves | 405,502 |
| Total Cemetery Fund Appropriation | 893,046 |
| Civic Centers Fund | |
| Total Civic Center Fund Revenue | 661,434 |
| Transfer from HOT Fund | 2,600,487 |
| Transfer from Debt Service Fund | 442,206 |
| Use of Excess Reserves | 632,652 |
| Total Civic Center Fund Appropriation | 4,336,779 |
| Lake Alan Henry Fund | |
| Total Lake Alan Henry Fund Revenue | 719,244 |
| Use of Excess Reserves | 101,806 |
| Total Lake Alan Henry Fund Appropriation | 821,050 |
| Lubbock Power and Light Fund | |
| Total Lubbock Power and Light Fund Revenue | 165,155,480 |
| Transfer from Other Funds | 1,084,931 |
| Use of Excess Reserves | 19,160,902 |
| Total Lubbock Power and Light Fund Appropriation | 185,401,313 |
| Meadowbrook Golf Course Fund | |
| Total Meadowbrook Golf Course Fund Revenue | 2,650,000 |
| Total Meadowbrook Golf Course Fund Appropriation | 2,524,000 |

Exhibit B - All Funds Summary

| | Budget FY 2024-25 |
|--|----------------------|
| Storm Water Utility Fund | |
| Total Storm Water Utility Fund Revenue | \$ 23,861,366 |
| Use of Excess Reserves | 1,861,953 |
| Total Storm Water Utility Fund Appropriation | 25,723,319 |
| Transit Fund | |
| Total Transit Fund Revenue | 14,965,852 |
| Transfer from Economic Development Fund | 400,000 |
| Transfer from City of Lubbock | 2,958,473 |
| Use of Excess Reserves | 803,815 |
| Total Transit Fund Appropriation | 19,128,140 |
| Water/Wastewater Utility Fund | |
| Total Water/Wastewater Utility Fund Revenue | 165,510,418 |
| Transfer from Other Fund | 107,912 |
| Total Water/Wastewater Utility Fund Appropriation | 161,526,168 |
| Abandoned Vehicle Fund | |
| Total Abandoned Vehicle Fund Revenue | 1,277,900 |
| Use of Excess Reserves | 517,100 |
| Total Abandoned Vehicle Fund Appropriation | 1,795,000 |
| Animal Assistance Program | |
| Total Animal Assistance Program Fund Revenue | 313,307 |
| Use of Excess Reserves | 16,064 |
| Total Animal Assistance Program Fund Appropriation | 329,371 |
| Bell Farms PID | |
| Total Bell Farms PID Fund Revenue | 504,766 |
| Use of Excess Reserves | 54,677 |
| Total Bell Farms PID Fund Appropriation | 559,443 |
| Cable Services Fund | |
| Total Cable Services Fund Revenue | 415,645 |
| Use of Excess Reserves | 84,355 |
| Total Cable Services Fund Appropriation | 500,000 |
| Central Business District TIF Fund | |
| Total Central Business District TIF Fund Revenue | 1,755,508 |
| Total Central Business District TIF Fund Appropriation | 1,293,065 |
| Charity Care - 1115 Waiver Fund | |
| Total Charity Care Fund Revenue | 55,435 |
| Total Charity Care Fund Appropriation | 55,435 |
| Community Development Fund | |
| Total Community Development Fund Revenue | 5,449,782 |
| Total Community Development Fund Appropriation | 5,449,782 |

Exhibit B - All Funds Summary

| | Budget FY 2024-25 |
|--|----------------------|
| Criminal Investigation Fund | |
| Total Criminal Investigation Fund Revenue | \$ 175,300 |
| Use of Excess Reserves | 268,700 |
| Total Criminal Investigation Fund Appropriation | 444,000 |
| Cypress Ranch Public Improvement District | |
| Total Cypress Ranch Fund Revenue | 257 |
| Total Cypress Ranch Fund Appropriation | 257 |
| Economic Development Fund | |
| Total Economic Development Fund Revenue | 3,511,557 |
| Transfer from General Fund | 89,768 |
| Use of Excess Reserves | 513,565 |
| Total Economic Development Fund Appropriation | 4,114,890 |
| Gateway Streets Fund | |
| Total Gateway Streets Fund Revenue | 300,000 |
| Transfer from General Fund | 9,000,570 |
| Use of Excess Reserves | 277,909 |
| Total Gateway Streets Fund Appropriation | 9,578,479 |
| Grants | |
| Total Grant Revenue | 8,496,045 |
| Total Grant Appropriation | 8,496,045 |
| Health Rebate and Insurance Fund | |
| Total Health Rebate and Insurance Fund Revenue | 129,600 |
| Total Health Rebate and Insurance Fund Appropriation | 129,146 |
| Hotel Occupancy Tax Fund | |
| Total Hotel Motel Tax Fund Revenue | 9,700,000 |
| Total Hotel Motel Tax Fund Appropriation | 9,700,000 |
| Impact Fees | |
| Total Impact Fees Revenues | 3,590,000 |
| Total Impact Fee Appropriation | - |
| Lubbock Business Park TIF | |
| Total Lubbock Business Park TIF Revenue | 1,170,618 |
| Total Lubbock Business Park TIF Appropriation | 25,414 |
| Lubbock Economic Development Alliance Fund | |
| Total Lubbock Economic Development Alliance Fund Revenue | 9,604,421 |
| Total Lubbock Economic Development Alliance Fund Appropriation | 9,604,421 |
| Municipal Court Fund | |
| Total Municipal Court Fund Revenue | 435,938 |
| Total Municipal Court Fund Appropriation | 196,265 |

Exhibit B - All Funds Summary

| | Budget FY 2024-25 |
|--|----------------------|
| North and East Lubbock Neighborhood and Infrastructure Fund | |
| Transfer from General Fund | \$ 360,000 |
| Use of Excess Reserves | 300,000 |
| Total North and East Lubbock Neighborhood Fund Appropriation | 660,000 |
| North Overton Public Improvement District Fund | |
| Total North Overton Public Improvement District Fund Revenue | 1,046,093 |
| Use of Excess Reserves | 517,931 |
| Total North Overton Public Improvement District Fund Appropriation | 1,564,023 |
| North Overton Tax Increment Fund | |
| Total North Overton Tax Increment Fund Revenue | 5,894,579 |
| Transfer from Hotel Motel Tax | 472,951 |
| Total North Overton Tax Increment Fund Appropriation | 4,951,892 |
| North Point Public Improvement District Fund | |
| Total North Point Public Improvement District Fund Revenue | 341,398 |
| Use of Excess Reserves | 438,760 |
| Total North Point Public Improvement District Fund Appropriation | 780,158 |
| Northwest Passage Public Improvement District Fund | |
| Total Northwest Passage Public Improvement District Fund revenue | 14,669 |
| Total Northwest Passage Public Improvement District Fund Appropriation | 14,669 |
| Quincy Park Public Improvement District Fund | |
| Total Quincy Park Public Improvement District Fund Revenue | 261,139 |
| Total Quincy Park Public Improvement District Fund Appropriation | 248,192 |
| Truancy Prevention and Diversion Fund | |
| Total Truancy Prevention and Diversion Fund Revenue | 196,581 |
| Total Truancy Prevention and Diversion Fund Appropriation | 126,500 |
| Upland Crossing Public Improvement District Fund | |
| Total Upland Crossing Public Improvement District Fund Revenue | 293,724 |
| Total Upland Crossing Public Improvement District Fund Appropriation | 197,423 |
| Upland Crossing 2 Public Improvement District Fund | |
| Total Upland Crossing Public Improvement District Fund Revenue | 38,981 |
| Total Upland Crossing Public Improvement District Fund Appropriation | 10,881 |
| Upland Crossing 3 Public Improvement District Fund | |
| Total Upland Crossing Public Improvement District Fund Revenue | 16,539 |
| Total Upland Crossing Public Improvement District Fund Appropriation | 10,881 |
| Valencia Public Improvement District Fund | |
| Total Valencia Public Improvement District Fund Revenue | 78,521 |
| Total Valencia Public Improvement District Fund Appropriation | 78,241 |
| Vintage Township Public Improvement District Fund | |
| Total Vintage Township Public Improvement District Fund Revenue | 207,823 |
| Total Vintage Township Public Improvement District Fund Appropriation | 207,823 |

Exhibit B - All Funds Summary

| | Budget FY 2024-25 | |
|---|----------------------|------------|
| Willow Bend Villas Public Improvement District Fund | | |
| Total Willow Bend Villas Public Improvement District Fund Revenue | \$ | 86,269 |
| Total Willow Bend Villas Public Improvement District Fund Appropriation | | 79,308 |
| Lubbock Economic Development Alliance | | |
| Total Lubbock Economic Development Alliance Revenue | | 11,244,222 |
| Use of Non-Cash Assets - Land | | 115,500 |
| Use of Excess Reserve | | 7,593,418 |
| Total Lubbock Economic Development Alliance Appropriation | | 18,953,140 |
| Market Lubbock, Inc. | | |
| Total Market Lubbock, Inc. Revenue | | 3,805,809 |
| Use of Excess Reserve | | 4,561,861 |
| Total Market Lubbock Inc. Appropriation | | 8,367,670 |
| Market Lubbock, Inc. - Visit Lubbock, Inc. | | |
| Total Market Lubbock, Inc. - Visit Lubbock, Inc. Revenue | | 3,854,985 |
| Use of Excess Reserve | | 714,293 |
| Total Market Lubbock Inc. - Visit Lubbock, Inc. Appropriation | | 4,569,278 |
| Market Lubbock, Inc. - Sports Authority | | |
| Total Market Lubbock, Inc. - Sports Authority Revenue | | 1,845,890 |
| Use of Excess Reserve | | 5,388,100 |
| Total Market Lubbock Inc. - Sports Authority Appropriation | | 7,233,990 |
| Civic Lubbock, Inc. | | |
| Total Civic Lubbock, Inc. Revenue | | 2,033,834 |
| Total Civic Lubbock, Inc. Appropriation | | 2,033,834 |
| Vintage Township Public Facilities Corporation | | |
| Total Vintage Township Public Facilities Corporation Revenue | | 192,823 |
| Total Vintage Township Public Facilities Corporation Appropriation | | 192,823 |

Exhibit C - Transfers Summary

| To | From | Description | Amount |
|--|---|---|--------------|
| Airport Capital Projects Fund | Airport Enterprise Fund | Airport Cash Funded Capital | \$ 1,855,500 |
| Airport Enterprise Fund | Airport CFC Fund | Airport CFC Debt Service | 1,050,611 |
| Airport Enterprise Fund | Airport PFC Fund | Airport PFC Debt Service | 1,303,806 |
| Cemetery Capital Project Fund | Cemetery Enterprise Fund | Cemetery Cash Funded Capital | 20,000 |
| Central Business District TIF Capital | Central Business District TIF | CBD TIF Cash Funded Capital | 200,000 |
| Civic Center Capital Projects Fund | Civic Center Enterprise Fund | Civic Center Cash Funded Capital | 526,230 |
| Civic Center Capital Projects Fund | Hotel Occupancy Tax Fund | Civic Center Cash Funded Capital | 380,345 |
| Civic Center Enterprise Fund | Debt Service Fund | Debt Service Payment | 442,206 |
| Civic Center Enterprise Fund | Hotel Occupancy Tax Fund | Civic Center Operations/Marketing | 2,600,487 |
| Debt Service Fund | Lubbock Power & Light | Debt Service Payment - Citizen Tower | 1,141,493 |
| Debt Service Fund | Central Business District TIF | Debt Service Payment | 940,954 |
| Debt Service Fund | Gateway Streets Fund | Debt Service Payment | 8,778,479 |
| Debt Service Fund | Hotel Occupancy Tax Fund | Debt Service Payment | 90,500 |
| Debt Service Fund | North Overton TIF | Debt Service Payment | 2,919,557 |
| Debt Service Fund | Water/Wastewater Enterprise Fund | Debt Service Payment - Citizen Tower | 146,744 |
| Debt Service Fund | Stormwater Enterprise Fund | Debt Service Payment | 102,721 |
| Debt Service Fund | Solid Waste Fund | Debt Service | 4,661,378 |
| Economic Development Fund | General Fund | Economic Development Operations | 89,768 |
| Fleet Capital Projects Fund | General Fund | General Fund Cash Funded Capital (Vehicles) | 6,567,100 |
| Fleet Capital Projects Fund | Fleet Operating Fund | Fleet Cash Funded Capital | 178,244 |
| Fleet Capital Projects Fund | Water/Wastewater Enterprise Fund | Water/Wastewater Cash Funded Capital (Vehicles) | 3,739,500 |
| Fleet Capital Projects Fund | Stormwater Enterprise Fund | Stormwater Cash Funded Capital (Vehicles) | 1,504,000 |
| Fleet Capital Projects Fund | Civic Center Enterprise Fund | Civic Center Cash Funded Capital (Vehicles) | 15,817 |
| Fleet Capital Projects Fund | Civic Center Enterprise Fund | Civic Center Fund Cash | 47,000 |
| Fleet Maintenance Fund | General Fund (Solid Waste Disposal) | Vehicle Tax Notes | 1,521,716 |
| Fleet Maintenance Fund | General Fund (Solid Waste Collections) | Vehicle Tax Notes | 192,409 |
| Fleet Maintenance Fund | General Fund (Fire Equipment Maintenance) | Vehicle Tax Notes | 783,468 |
| Fleet Vehicle Replacement Fund | Fleet Maintenance Fund | Vehicle Replacement Fund | 34,239 |
| Fleet Vehicle Replacement Fund | Water/Wastewater Enterprise Fund | Vehicle Replacement Fund | 706,929 |
| Fleet Vehicle Replacement Fund | Stormwater Enterprise Fund | Vehicle Replacement Fund | 422,306 |
| Gateway Streets Capital Projects Fund | Gateway Streets Fund | Gateway Streets Cash Funded Capital | 500,000 |
| Gateway Streets Fund | General Fund | Gateway Operations & Debt | 9,000,570 |
| General Facilities System Improvements Capital | General Fund | General Fund Cash Funded Capital | 180,000 |
| General Facilities System Improvements Capital | General Fund | General Fund Cash Funded Capital | 75,000 |
| General Fund | Lubbock Power & Light | Indirect Cost | 2,017,848 |
| General Fund | Water/Wastewater Enterprise Fund | Indirect Cost | 1,967,445 |
| General Fund | Water/Wastewater Enterprise Fund | Paved Streets | 1,129,871 |
| General Fund | Solid Waste Capital Projects Fund | General Fund Cash Funded Capital | 290,900 |
| General Fund | Airport Enterprise Fund | Indirect Cost | 459,372 |
| General Fund | Airport Enterprise Fund | Aircraft Rescue Fire Fighting (ARFF) | 2,043,020 |
| General Fund | Self Insurance Risk Fund | Organizational Development | 216,295 |
| General Fund | Stormwater Enterprise Fund | Indirect Cost | 248,748 |
| General Fund | Stormwater Enterprise Fund | Playa Lake | 384,136 |
| Grant Fund | Transit Enterprise Fund | Transit Operations | 3,178,402 |
| Hotel Motel Capital Projects Fund | Hotel Occupancy Tax Fund | Hotel Occupancy Tax Cash Funded Capital | 379,965 |
| Lubbock Power & Light | Water/Wastewater Enterprise Fund | Debt Service Payment - Customer Info System | 661,576 |
| Lubbock Power & Light | Water/Wastewater Enterprise Fund | Utility Collections | 4,221,218 |
| Lubbock Power & Light | Water/Wastewater Enterprise Fund | Debt Service Payment - AMI Debt | 180,190 |
| Lubbock Power & Light | Stormwater Enterprise Fund | Debt Service Payment - Customer Info System | 115,673 |
| Lubbock Power & Light | Stormwater Enterprise Fund | Utility Collections | 738,054 |
| Lubbock Power & Light | Solid Waste Fund | Debt Service Payment - Customer Info System | 127,493 |
| Lubbock Power & Light Capital Project Fund | Lubbock Power & Light | LP&L Cash Funded Capital | 21,345,000 |
| North & East Lbk Ngbhd & Infrstr | General Fund | North & East Lubbock Operations | 360,000 |
| North Overton TIF | Hotel Occupancy Tax Fund | North Overton TIF | 472,951 |
| North Overton TIF Capital | North Overton TIF | North Overton Cash Funded Capital | 2,000,000 |
| Parks Capital Project Fund | General Fund | General Fund Cash Funded Capital | 125,000 |
| Parks Capital Project Fund | General Fund | General Fund Cash Funded Capital | 40,425 |
| Public Safety Capital Project Fund | General Fund | General Fund Cash Funded Capital | 127,000 |
| Public Safety Capital Project Fund | General Fund | General Fund Cash Funded Capital | 1,798,937 |
| Public Safety Capital Project Fund | General Fund | General Fund Cash Funded Capital | 47,092 |
| Public Safety Capital Project Fund | General Fund | General Fund Cash Funded Capital | 1,764,000 |
| Public Safety Capital Project Fund | General Fund | General Fund Cash Funded Capital | 400,000 |
| Radio Shop Capital Projects Fund | Radio Shop Operating Fund | Radio Shop Cash Fund | 375,000 |
| Stormwater Capital Projects Fund | Stormwater Enterprise Fund | Stormwater Cash Funded Capital | 4,400,000 |
| Streets Capital Projects Fund | General Fund | General Fund Cash Funded Capital | 14,000,000 |
| Streets Capital Projects Fund | General Fund | General Fund Cash Funded Capital | 300,000 |
| Streets Capital Projects Fund | Gateway Streets Fund | Gateway Streets Cash Funded Capital | 300,000 |
| Traffic Capital Projects Fund | General Fund | General Fund Cash Funded Capital | 200,000 |
| Traffic Capital Projects Fund | General Fund | General Fund Cash Funded Capital | 100,000 |
| Traffic Capital Projects Fund | General Fund | General Fund Cash Funded Capital | 75,000 |
| Traffic Capital Projects Fund | General Fund | General Fund Cash Funded Capital | 450,000 |
| Transit Enterprise Fund | General Fund | Transit Operations | 2,958,473 |
| Transit Enterprise Fund | Economic Development Fund | Transit Operations | 400,000 |
| Vintage Township Public Facilities Corporation | Vintage Township PID | Debt Service Payment | 192,823 |
| Water/Wastewater Capital Project Fund | Water/Wastewater Enterprise Fund | Water/Wastewater Cash Funded Capital | 16,305,500 |
| Water/Wastewater Enterprise Fund | Lake Alan Henry Fund | Lake Alan Henry Debt Service | 107,912 |

Exhibit D - Capital Program Summary

| Project Number | Project Name | Appropriation to Date | Appropriation FY 2024-25 |
|----------------|---|-----------------------|--------------------------|
| 8550 | Golf Course Improvements | \$ 1,261,238 | - |
| 8606 | FEMA Restudy - Systems C & D | 900,000 | - |
| 8625 | Field Asset Inventory Data Verification | 2,350,862 | - |
| 8626 | Distribution Planning | 680,000 | - |
| 8628 | Digital Orthophotography | 1,265,000 | - |
| 8631 | Convention Center Hotel Project | 74,494 | - |
| 8634 | City Council Initiatives | 125,000 | - |
| 8638 | Canyon and Playa Lakes Restoration and Restudy | 2,000,000 | - |
| 8639 | Future Infrastructure Funding Study | 366,500 | - |
| 8646 | Public Safety CAD Study | 4,100,000 | - |
| 8647 | Outer Route (Loop 88) Segments 1 & 2 | 609,700 | - |
| 8649 | Fire Hydrant Repair & Replacement | 1,240,000 | 430,000 |
| 8659 | Downtown One Way to Two Way Street Conversion | 550,000 | - |
| 8664 | 21-22 Comprehensive Zoning Map Analysis | 75,000 | - |
| 8665 | Document Management System | 215,000 | - |
| 8667 | Flood Protection Study | 762,500 | - |
| 8668 | Diversion Center Contribution | 3,500,000 | - |
| 8669 | Job Training -ARPA | 3,220,000 | - |
| 8675 | Employee Education Assistance - ARPA | 500,000 | - |
| 8676 | Watershed Boundary and Drainage Studies | 525,000 | 300,000 |
| 8677 | FEMA Restudy - System B | 500,000 | - |
| 8678 | Storm Water Vault Improvements | 150,000 | 50,000 |
| 8679 | Lake 7 Permitting and Mitigation | 2,150,000 | 800,000 |
| 8680 | Lead Service Line Replacement | 750,000 | 100,000 |
| 8681 | Water Distribution System Master Plan Update | 500,000 | - |
| 8682 | Strategic Water Supply Plan Update | 250,000 | - |
| 8683 | Safety Management System (SMS) Development | 200,000 | - |
| 8684 | Airfield Pavement Maintenance Phase 2 | 100,000 | 200,000 |
| 8685 | Impact Fee Report Update | 200,000 | - |
| 8686 | Wastewater Collection System Master Plan Update | 1,100,000 | - |
| 8687 | Demo Elevated and Ground Storage Tanks | 275,000 | 275,000 |
| 8688 | Smart Meter Texas Integration | 1,574,520 | - |
| 8689 | Utility Relocation Ahead of Lake 7 | 400,000 | - |
| 8690 | Locate and Repair Water Valves | 475,000 | 600,000 |
| 8691 | BCWF Water Supply Optimization | 350,000 | - |
| 8692 | Lake Alan Henry Raw Water Line Cleaning | 300,000 | - |
| 8693 | Sanitary Sewer Adjustments FY 2023-24 | 80,000 | - |
| 8694 | Tournament Ball Fields Maintenance & Improvements | 379,965 | 379,965 |
| 8695 | FM 2641 Signal | 64,550 | - |
| 8696 | Ave. Q Signals | 128,400 | - |
| 8697 | US62 & MLK Signal | 55,950 | - |
| 8698 | 19th/US62 Signals | 422,350 | - |

Exhibit D - Capital Program Summary

| Project Number | Project Name | Appropriation to Date | Appropriation FY 2024-25 |
|----------------|--|-----------------------|--------------------------|
| 8699 | SL88 Signals | 312,750 | - |
| 8700 | SL88/FM1585 (130th Street) @ US87 | 87,050 | - |
| 8702 | Master Thoroughfare Plan Update | - | 300,000 |
| 8703 | South Water Treatment Plant TSR and Membrane Study | - | 200,000 |
| 8704 | Pump Station 12 EST Interior Painting | - | 300,000 |
| 8705 | Topographic Information Acquisition | - | 650,000 |
| 8706 | Stormwater Pipe Inspection | - | 1,500,000 |
| 8707 | Substation Arcflash Study | - | 450,000 |
| 92238 | Facility Maintenance Fund | 2,018,693 | - |
| 92254 | North Overton TIF Public Improvements | 5,647,351 | 1,000,000 |
| 92331 | Fiberoptic Communications | 2,965,000 | - |
| 92359 | Facility Roof Replacements | 2,151,700 | 380,000 |
| 92361 | Terminal Building Remodel | 43,315,719 | - |
| 92399 | Gateways | 4,500,000 | - |
| 92450 | Lowhead C Pump Station and Supply Line | 23,598,161 | - |
| 92484 | Substation Upgrades | 5,200,000 | 885,000 |
| 92510 | Upland Avenue - 66th to 82nd | 16,990,311 | - |
| 92513 | Pumping System Improvements Phase II | 4,000,000 | - |
| 92537 | GIS Software Upgrades and Interfaces | 2,435,000 | 817,000 |
| 92551 | Public Safety Improvements | 57,114,485 | - |
| 92557 | Landfill 69 Gas Collection System Replacement | 534,730 | - |
| 92558 | Landfill 69 Groundwater Remediation | 685,000 | - |
| 92565 | Garden And Arts Center Exterior Renovations | 295,000 | - |
| 92567 | Dock And Bridge Replacement | 820,454 | - |
| 92569 | Backup Power at Signalized Intersections | 500,000 | 100,000 |
| 92570 | American Disability Act Ramp and Sidewalk | 1,325,000 | 300,000 |
| 92572 | Municipal Hill Car Wash 18-19 | 250,000 | - |
| 92579 | Airport Property Improvements | 1,674,039 | - |
| 92580 | Cemetery Capital Improvements | 80,000 | 20,000 |
| 92583 | Automated Metering Infrastructure | 20,635,000 | - |
| 92587 | Loop 88 Sewer Line Relocation | 1,609,132 | - |
| 92589 | Water Line Upsizing For Development | 150,000 | - |
| 92590 | Sewer Line Upsizing for Development | 450,000 | - |
| 92591 | Lift Station Rehabilitation | 2,041,043 | - |
| 92592 | Large Valve Project | 3,500,000 | 500,000 |
| 92605 | Operating System Upgrades | 1,765,000 | - |
| 92617 | Lake 7 Design and Land Acquisition | 1,200,000 | 22,276,000 |
| 92619 | Construct Federal Inspection Services Facility | 3,552,401 | - |
| 92620 | Civic Center Parking Lot Repair | 1,023,712 | 644,930 |
| 92621 | Amphitheatre Erosion Renovations | 441,831 | - |
| 92624 | Pickeball Facility A&E | 567,655 | - |
| 92634 | LP&L - GIS Office Renovations | 1,115,000 | - |

Exhibit D - Capital Program Summary

| Project Number | Project Name | Appropriation to Date | Appropriation FY 2024-25 |
|----------------|--|-----------------------|--------------------------|
| 92648 | Zetron Fire Paging Replacement | 800,000 | - |
| 92649 | Upland Avenue from 82nd Street to 98th Street | 1,750,000 | - |
| 92653 | Storm Water Rehabilitation & Maintenance | 2,700,000 | - |
| 92654 | Upland Ave and 66th St Playa Drainage Improvements | 8,150,000 | - |
| 92655 | North Quaker and Clovis Drainage | 1,250,000 | - |
| 92656 | SEWRP Effluent Pump Station #2 Improvements | 7,966,099 | 700,000 |
| 92657 | Downtown Sewer Line Replacement | 7,400,000 | - |
| 92670 | 114th Street Quaker Ave to Indiana Ave Design | 1,160,000 | - |
| 92673 | Upland Avenue 98th Street to 114th Street | 800,000 | - |
| 92674 | SEWRP Improvements Plant 3 Nutrient Removal | 2,000,000 | - |
| 92675 | Roof Repairs and Replacement | 459,497 | - |
| 92680 | Substation Capacity Upgrade - Northeast | 9,505,000 | - |
| 92683 | FY 20-21 Service Distribution Meters | 1,543,500 | 850,000 |
| 92684 | FY 20-21 Distribution Transformer | 15,875,000 | 1,850,000 |
| 92685 | FY 20-21 Distribution System Upgrade | 12,050,000 | 2,280,000 |
| 92686 | FY 20-21 Overhead Lines | 9,720,500 | 3,450,000 |
| 92687 | FY 20-21 Street Lights | 4,282,100 | 1,445,000 |
| 92688 | FY 20-21 Underground Distribution | 12,699,916 | 3,580,000 |
| 92689 | ERCOT - Transmission Distribution Service Provider | 23,881,137 | - |
| 92695 | Downtown Redevelopment | 3,235,000 | 250,000 |
| 92698 | Transfer Station CIP | 32,700,000 | - |
| 92699 | SEWRP Plant #4 Secondary Clarifier Rehabilitation | 2,231,342 | - |
| 92701 | Major Sewer Line Condition Assessment and Repair | 11,299,550 | - |
| 92702 | East Lubbock Future Expansion | 1,400,000 | - |
| 92703 | Civic Center Convention Center Hotel | 106,500 | - |
| 92704 | North Overton TIF Street Upgrade/Replacement | 5,349,680 | 1,000,000 |
| 92705 | Outdoor Warning Siren System | 1,060,322 | 127,000 |
| 92706 | Neighborhood Plan Development | 500,000 | - |
| 92707 | Public Health Facility | 10,111,342 | - |
| 92708 | Memphis Avenue Drainage Improvements | 120,583 | - |
| 92709 | Reese Air Force Water Line | 1,416,931 | - |
| 92711 | Fire Station 20 | 10,645,000 | - |
| 92712 | Transportation Improvement/Unpaved Roads 21 | 9,059,162 | - |
| 92713 | Erskine Street | 11,300,000 | - |
| 92714 | Warehouse Replacement | 97,300 | - |
| 92720 | General Fund Vehicle Replacement FY 21-22 | 3,267,374 | - |
| 92722 | General Fund Vehicle Replacement FY 21-22 ARPA | 6,361,189 | - |
| 92730 | Cooke Facility Remodel | 60,000 | - |
| 92733 | DNV-GL Cascade Upgrades | 250,000 | 5,000 |
| 92734 | Additional COLU Phone Lines | 370,246 | - |
| 92735 | FY 2021-22 Vehicles and Equipment | 2,625,000 | - |
| 92737 | 114th St - Quaker Avenue to Indiana Avenue | 3,193,721 | - |

Exhibit D - Capital Program Summary

| Project Number | Project Name | Appropriation to Date | Appropriation FY 2024-25 |
|----------------|--|-----------------------|--------------------------|
| 92738 | Pedestrian and Cyclist Enhancements | 485,000 | - |
| 92739 | Iola Avenue from 122nd to FM 1585 | 1,275,000 | - |
| 92741 | Fiber Optic Expansion Continuation | 282,871 | 75,000 |
| 92742 | Traffic Signal FY 21-22 through FY 25-26 | 995,235 | 450,000 |
| 92743 | Playa Lake 054 Lateral Extension | 7,500,000 | - |
| 92744 | Sewer Ahead of Broadway Avenue | 1,650,000 | - |
| 92745 | Manhole Replacement on Interceptors | 1,000,000 | 250,000 |
| 92746 | Sewer Line Replacements | 975,000 | 100,000 |
| 92747 | Sewer Tap Replacements | 1,500,000 | 1,210,000 |
| 92748 | New Water Meter Sets and Meter Replacements | 7,570,275 | 2,415,000 |
| 92749 | Water Line Replacement FY 21 | 4,394,767 | 1,000,000 |
| 92750 | Water Lines Ahead of Street Paving FY 21 | 5,205,576 | 1,200,000 |
| 92751 | Water Ahead of Broadway Avenue | 100,000 | - |
| 92752 | Water Lines Ahead of Arterial Roadways | 1,550,000 | 1,150,000 |
| 92753 | Elevated Storage Tanks | 18,531,270 | - |
| 92754 | Cyber Security Infrastructure | 2,250,000 | - |
| 92756 | Civic Park | 1,500,000 | - |
| 92757 | Housing Project - ARPA | 2,636,312 | - |
| 92759 | Public Safety Improvements - ARPA | 3,922,346 | - |
| 92761 | Walking Trails - ARPA | 1,100,000 | - |
| 92762 | Homelessness - ARPA | 3,200,000 | - |
| 92763 | Playground - ARPA | 1,528,848 | - |
| 92764 | Cattail Removal - ARPA | 1,900,000 | - |
| 92765 | Pickleball Facility - ARPA | 1,500,000 | - |
| 92766 | Mae Simmons Parking Lots/Lake 6 RRM - ARPA | 500,000 | - |
| 92768 | Restrooms Replacement/Renovations - ARPA | 1,033,402 | - |
| 92769 | Advance Purchase Vehicles 22-23 | 3,400,000 | - |
| 92770 | Terminal Building Electrical Upgrades | 7,982,071 | - |
| 92772 | Extend Taxiway L, Taxiline Addition, and Apron Expansion | 4,505,200 | 55,700,000 |
| 92773 | Civic Center Maintenance Fund | 1,614,025 | 43,895 |
| 92774 | Civic Center Equipment Replacement and Upgrade | 350,000 | 217,750 |
| 92775 | Cemetery Perimeter Fencing | 323,491 | - |
| 92776 | Utility Upgrades, Gateways and Greenspace | 1,378,955 | - |
| 92779 | Aquatic Facilities - ARPA | 7,322,314 | - |
| 92780 | FY 22-23 Radio Systems Upgrade | 1,250,000 | 125,000 |
| 92783 | General Fund Vehicle Replacement FY23 Tax Note | 4,871,332 | - |
| 92787 | General Fund Vehicle Replacement FY 22-23 | 5,979,089 | - |
| 92788 | 4kV Distribution Conversion | 3,279,273 | 3,088,000 |
| 92789 | NERC Security for Substation | 100,000 | 650,000 |
| 92790 | Security Upgrade - Hill Building | 110,000 | - |
| 92791 | UCSC Expansion | 138,000 | - |
| 92792 | FY 22-23 Vehicles and Equipment | 3,715,000 | - |

Exhibit D - Capital Program Summary

| Project Number | Project Name | Appropriation to Date | Appropriation FY 2024-25 |
|----------------|---|-----------------------|--------------------------|
| 92793 | LAS Security Fence | 90,000 | - |
| 92794 | Street Maintenance 2023 | 25,019,691 | - |
| 92795 | Next Generation Traffic Signal Detection | 100,000 | - |
| 92796 | Shop Renovation | 30,000 | - |
| 92797 | WTRDF Cell Construction | 7,000,000 | - |
| 92798 | Mackenzie Park Dam Structure Eval and Restoration | 1,000,000 | - |
| 92799 | Northwest Loop 289 Interceptor Project Phase I | 1,500,000 | - |
| 92800 | Sewer Ahead of Street Paving FY22 | 650,000 | 400,000 |
| 92801 | Southwest Lubbock Sanitary Sewer Expansion | 1,500,000 | 1,000,000 |
| 92802 | Wastewater Collection System Maintenance | 500,000 | 75,000 |
| 92803 | Water Reclamation Plant Replacement FY 22-23 | 2,200,000 | 900,000 |
| 92804 | North Terminal Storage Reservoir Improvements | 500,000 | - |
| 92805 | Southeast Lubbock Water System Expansion | 1,500,000 | - |
| 92806 | West Lubbock Water System Expansion | 11,293,917 | 28,000,000 |
| 92807 | Water Distribution System and Supply Maintenance | 50,000 | - |
| 92808 | Lake Alan Henry Erosion Maintenance | 751,308 | - |
| 92809 | Water System SCADA Upgrade | 500,000 | - |
| 92810 | Business Park Median Irrigation | 1,372,699 | - |
| 92811 | 98th Street: Alcove to Upland - 22B | 11,500,000 | - |
| 92812 | Upland Ave: 4th St to 19th St - 22B | 3,200,000 | 11,500,000 |
| 92813 | 34th Street: Upland to Milwaukee - 22B | 16,500,000 | - |
| 92814 | 34th Street: Ave Q to I27 and Quaker to Slide - 22B | 7,500,000 | - |
| 92815 | Upland Ave: 34th to 50th Street - 22B | 17,500,000 | - |
| 92816 | Upland Ave from 19th Street to 34th Street - 22B | 3,200,000 | 11,500,000 |
| 92817 | Dunbar/Manhattan Heights - 22B | 6,500,000 | - |
| 92818 | 66th Street from Alcove Avenue to Upland Avenue - 22B | 4,200,000 | - |
| 92819 | Milwaukee Ave: North City Limits to 4th Street - 22B | 17,000,000 | - |
| 92820 | 114th Street from Frankford Avenue to Slide Road - 22B | 2,200,000 | 13,800,000 |
| 92821 | 146th St: Quaker to Indiana - 22B | 12,000,000 | - |
| 92822 | 114th Street from Indiana Avenue to University Avenue - 22B | - | 2,500,000 |
| 92823 | Residential Unpaved Roadways: East of I-27 - 22B | - | 4,000,000 |
| 92824 | Upland Avenue from 50th Street to 66th Street - 22B | 3,200,000 | - |
| 92825 | 82nd Street and MLK Blvd - 22B | 5,700,000 | - |
| 92827 | Pre- Purchase Vehicles FY 23-24 | 3,030,000 | - |
| 92828 | Quaker Ave/146th-Woodrow Road | 1,274,850 | - |
| 92829 | Work Order System | 2,000,000 | - |
| 92830 | LAH Maintenance Building and Storage Yard | 150,000 | - |
| 92831 | LAH Dump Station | 38,000 | - |
| 92832 | Amenity Replacement Program | 189,176 | - |
| 92833 | Specialized Camera Syst Police | 2,586,190 | 1,798,937 |
| 92834 | Substation Capacity Upgrade - Erskine | 4,770,000 | 5,570,000 |
| 92835 | Pump Station 11B | 1,250,000 | 5,000,000 |

Exhibit D - Capital Program Summary

| Project Number | Project Name | Appropriation to Date | Appropriation FY 2024-25 |
|----------------|--|-----------------------|--------------------------|
| 92836 | Overhead/Underground Training Facility | 255,000 | 290,000 |
| 92837 | SEWRP Plant #4 Primary Clarifier Rehabilitation | 200,000 | 2,500,000 |
| 92838 | Airport Property Improvements Phase II | 262,281 | 200,000 |
| 92839 | Mechanical Systems Improvements | 6,777,013 | 7,020,000 |
| 92840 | Spare Autotransformer | 75,000 | - |
| 92841 | FY 2023-24 Vehicles & Equipment | 2,560,000 | - |
| 92842 | Stormwater System Improvements | 1,562,868 | - |
| 92843 | Water Reclamation Electrical Replacement and Monitor | 500,000 | - |
| 92844 | Lift Station Rehabilitation | 1,450,000 | 1,300,000 |
| 92845 | Water System Electrical Improvements | 650,000 | - |
| 92848 | Water/Wastewater Vehicle Replacement FY 2023-24 | 1,844,000 | - |
| 92849 | Storm Water Vehicle Replacement FY 2023-24 | 305,000 | - |
| 92850 | General Fund Vehicle Replacement FY 2023-24 Tax Note | 4,850,000 | - |
| 92851 | Fleet Vehicle Replacement FY 2023-24 | 70,000 | - |
| 92853 | General Fund Vehicle Replacement FY 2023-24 | 1,248,500 | - |
| 92854 | Park Development | 1,160,742 | 3,959,316 |
| 92855 | Berl Huffman Water Well | 215,000 | - |
| 92856 | Municipal Museum Improvements | 126,537 | - |
| 92857 | Loop 88 Segment 3D Water Line Relocate | 1,953,403 | - |
| 92858 | Pump Station 14 Roof Replacement | 110,000 | - |
| 92859 | Terminal Building - 2nd Floor Renovations | 1,097,468 | - |
| 92860 | Tom Martin Sports Complex Expansion | 8,000,000 | - |
| 92861 | Street Maintenance Inside Loop 289 | 500,000 | 500,000 |
| 92862 | Fuel Master Software Upgrade | - | 118,244 |
| 92863 | Vehicle Replacements FY 24-25 Cash | - | 11,917,600 |
| 92864 | Vehicle Replacements FY 24-25 Tax Note | - | 9,899,500 |
| 92865 | Radio Tower Building Replacement | - | 150,000 |
| 92866 | Radio Replacements | - | 100,000 |
| 92867 | Electronic Ticket Writers | - | 47,092 |
| 92868 | SCBA Paks | - | 1,764,000 |
| 92869 | Personal Protective Equipment | - | 400,000 |
| 92870 | Street Maintenance 2025 | - | 14,000,000 |
| 92871 | Signal Cabinet ID Badge Access Systems | - | 200,000 |
| 92872 | Equipment Replacement Fund | - | 75,000 |
| 92873 | Water - Pipeline Maintenance Facility Renovations | - | 50,500 |
| 92874 | Water Meter Shop Expansion | - | 600,000 |
| 92875 | Pumping System Improvements Phase III | - | 500,000 |
| 92876 | East 50th Street Water Line Extension | - | 2,000,000 |
| 92877 | Water Line Looping | - | 300,000 |
| 92878 | SWTP Membrane Backwash Pretreatment | - | 200,000 |
| 92879 | SEWRP Headworks Improvements | - | 500,000 |
| 92880 | Sewer Line Upsizing for Development | - | 250,000 |

Exhibit D - Capital Program Summary

| Project Number | Project Name | Appropriation to Date | Appropriation FY 2024-25 |
|----------------------------|--|--------------------------|-----------------------------|
| 92881 | Stormwater System Improvements & Maintenance | - | 650,000 |
| 92882 | Drainage Improvements for Arterials | - | 1,000,000 |
| 92883 | Canyon Lake No. 6 Dam Evaluation and Restoration | - | 250,000 |
| 92884 | Replace Airfield Lighting/LED Conversion | - | 200,000 |
| 92885 | Street Sweeper Acquisition | - | 255,500 |
| 92886 | Freight Road and Parking Improvements | - | 500,000 |
| 92887 | Airfield Perimeter Road Reconstruction | - | 500,000 |
| 92888 | Consolidated Rental Car Facility Improvements | - | 200,000 |
| 92889 | Cemetery Irrigation System | - | 2,000,000 |
| 92890 | Public Improvements | - | 200,000 |
| 92891 | FY 2024-25 Vehicles and Equipment | - | 2,340,000 |
| 92892 | Trees for New Transfer Station | - | 40,425 |
| 92893 | Lake 6 Fountain Inlet | - | 125,000 |
| Total Appropriation | | \$ 827,253,532 | 269,815,654 |

Exhibit D - Capital Program Summary

| Funding Source | Funding to Date | Funding FY 2024-25 |
|-----------------------------------|-----------------|-----------------------|
| AIP Discretionary | \$ - | 18,500,000 |
| AIP Grant | - | 16,200,000 |
| Airport Federal Grant Funding | 18,088,646 | - |
| Airport Fund Bonds | 9,681,739 | - |
| Airport Fund Cash | 6,643,420 | 1,855,500 |
| ARPA Funding | 57,878,376 | - |
| BIL Grant | 14,099,426 | 22,420,000 |
| C.A.R.E.S. Act Funding | 5,298,725 | - |
| CBD TIF Fund Cash | - | 200,000 |
| CBD TIF Fund Prior Year Bonds | 5,878,955 | - |
| CBD TIF Fund Prior Year Cash | 180,994 | - |
| Cemetery Fund Prior Year Cash | 403,491 | - |
| CFC Fund Cash | 108,399 | 200,000 |
| CH Foundation Grant | 500,000 | - |
| Civic Center Fund Cash | 841,471 | 573,230 |
| Civic Center Fund Prior Year Cash | 1,236,945 | - |
| County ARPA | 3,500,000 | - |
| Fleet Fund Cash | 70,000 | 118,244 |
| Fleet Fund Prior Year Cash | 51,294 | 60,000 |
| Fleet Fund Tax Notes | 4,850,000 | 8,558,447 |
| Fleet Prior Year Tax Notes | - | 1,341,053 |
| Gateway Fund Bonds | 6,000,000 | - |
| Gateway Fund Cash | 1,480,366 | 800,000 |
| Gateway Fund Prior Year Bonds | 6,748,321 | - |
| General Fund Cash | 76,555,409 | 26,269,554 |
| General Fund CO Bonds | 131,925,874 | - |
| General Fund Prior Year Bonds | 97,333 | - |
| General Fund Prior Year Cash | 120,000 | 200,000 |
| General Fund Tax Notes | 9,028,852 | 2,000,000 |
| General Obligation Bonds | 110,200,000 | 43,300,000 |
| Helen Jones Foundation Grant | 1,000,000 | - |
| Hotel Occupancy Tax Fund Cash | 1,731,117 | 760,310 |
| IT Fund Cash | 155,000 | - |
| Lake Alan Henry Cash | 188,000 | - |
| LBP TIF Fund Cash | 1,372,699 | - |
| LP&L Fund Cash | 83,545,866 | 18,257,000 |
| LP&L Prior Year Revenue Bonds | 20,169,915 | 6,455,000 |
| LP&L Revenue Bonds | 27,469,273 | 3,088,000 |
| Market Lubbock, Inc. Cash | 58,000 | - |
| North Overton TIF Fund Bonds | 747,031 | - |
| North Overton TIF Fund Cash | 8,750,000 | 2,000,000 |
| PFC Fund Bonds | 16,005,334 | 5,600,000 |
| Radio Shop Cash | 1,250,000 | 375,000 |

Exhibit D - Capital Program Summary

| Funding Source | Funding to Date | Funding FY 2024-25 |
|-------------------------------------|------------------------|-------------------------------|
| Stormwater Fund Bonds | 10,095,921 | - |
| Stormwater Fund Cash | 19,854,423 | 5,904,000 |
| Texas Water Development Board Bonds | 31,652,500 | - |
| TxDOT Participation | 4,676,960 | 3,959,316 |
| United States Air Force Funding | 1,416,931 | - |
| Wastewater Fund Cash | 640,000 | 210,000 |
| Wastewater Fund Revenue Bonds | 244,767 | - |
| Water Fund Cash | 228,249 | - |
| Water/Wastewater Fund Cash | 84,952,121 | 19,835,000 |
| Water/Wastewater Fund Revenue Bonds | 36,711,389 | 60,776,000 |
| Zone A Impact Fees | 1,270,000 | - |
| Zone F Impact Fees | 1,600,000 | - |
| Total Funding | \$ 827,253,532 | 269,815,654 |

Exhibit E - Non-Civil Service Pay Plan

| Pay Grade | Minimum | Midpoint | Maximum |
|------------------|----------------|-----------------|----------------|
| 101 | 18,528.64 | 24,554.40 | 30,580.16 |
| 102 | 19,452.16 | 25,780.56 | 32,108.96 |
| 103 | 20,419.36 | 27,069.12 | 33,718.88 |
| 104 | 21,444.80 | 28,424.24 | 35,403.68 |
| 105 | 22,518.08 | 29,844.88 | 37,171.68 |
| 106 | 23,643.36 | 31,335.20 | 39,027.04 |
| 107 | 24,820.64 | 32,900.40 | 40,980.16 |
| 108 | 26,060.32 | 34,544.64 | 43,028.96 |
| 109 | 27,364.48 | 36,274.16 | 45,183.84 |
| 110 | 28,733.12 | 38,087.92 | 47,442.72 |
| 111 | 30,172.48 | 39,992.16 | 49,811.84 |
| 112 | 31,686.72 | 41,995.20 | 52,303.68 |
| 113 | 33,261.28 | 44,090.80 | 54,920.32 |
| 114 | 34,927.36 | 46,296.64 | 57,665.92 |
| 115 | 36,674.56 | 48,610.64 | 60,546.72 |
| 116 | 38,507.04 | 51,040.08 | 63,573.12 |
| 117 | 39,588.64 | 52,474.24 | 65,359.84 |
| 118 | 41,570.88 | 55,102.32 | 68,633.76 |
| 119 | 43,650.88 | 57,857.28 | 72,063.68 |
| 120 | 45,834.88 | 60,751.60 | 75,668.32 |
| 121 | 48,118.72 | 63,783.20 | 79,447.68 |
| 122 | 49,466.56 | 65,567.84 | 81,669.12 |
| 123 | 51,933.44 | 68,840.72 | 85,748.00 |
| 124 | 54,535.52 | 72,286.24 | 90,036.96 |
| 125 | 57,264.48 | 75,901.28 | 94,538.08 |

Exhibit E - Non-Civil Service Pay Plan

| Pay Grade | Minimum | Midpoint | Maximum |
|------------------|----------------|-----------------|----------------|
| 126 | 60,122.40 | 79,695.20 | 99,268.00 |
| 127 | 62,231.52 | 82,487.60 | 102,743.68 |
| 128 | 65,339.04 | 86,611.20 | 107,883.36 |
| 129 | 68,606.72 | 90,941.76 | 113,276.80 |
| 130 | 72,042.88 | 95,492.80 | 118,942.72 |
| 131 | 75,643.36 | 100,266.40 | 124,889.44 |
| 132 | 79,424.80 | 105,278.16 | 131,131.52 |
| 133 | 83,395.52 | 110,541.60 | 137,687.68 |
| 134 | 87,565.92 | 116,068.16 | 144,570.40 |
| 135 | 91,942.24 | 121,871.36 | 151,800.48 |
| 136 | 96,532.80 | 127,959.52 | 159,386.24 |
| 137 | 101,366.72 | 134,363.84 | 167,360.96 |
| 138 | 106,435.68 | 141,083.28 | 175,730.88 |
| 139 | 110,680.96 | 146,713.84 | 182,746.72 |
| 140 | 116,220.00 | 154,052.08 | 191,884.16 |
| 141 | 122,029.44 | 161,753.28 | 201,477.12 |
| 142 | 128,128.00 | 169,839.28 | 211,550.56 |
| 143 | 134,538.56 | 178,334.00 | 222,129.44 |
| 144 | 141,265.28 | 187,249.92 | 233,234.56 |
| 145 | 148,328.96 | 196,612.00 | 244,895.04 |
| 146 | 155,748.32 | 206,446.24 | 257,144.16 |
| 147 | 163,531.68 | 216,764.08 | 269,996.48 |
| 148 | 171,704.00 | 227,600.88 | 283,497.76 |
| 149 | 180,292.32 | 238,982.64 | 297,672.96 |
| 150 | 189,307.04 | 250,931.20 | 312,555.36 |

Pay Plan reflects annual salary amount

Exhibit E - Part-Time Pay Plan

| Pay Grade | Minimum | Midpoint | Maximum |
|-----------|---------|----------|---------|
| 201 | 8.338 | 10.703 | 13.761 |
| 202 | 8.753 | 11.237 | 14.448 |
| 203 | 9.189 | 11.799 | 15.173 |
| 204 | 9.649 | 12.389 | 15.931 |
| 205 | 10.132 | 13.008 | 16.727 |
| 206 | 10.640 | 13.659 | 17.563 |
| 207 | 11.168 | 14.340 | 18.440 |
| 208 | 11.727 | 15.057 | 19.362 |
| 209 | 12.315 | 15.811 | 20.331 |
| 210 | 12.929 | 16.601 | 21.348 |
| 211 | 13.577 | 17.431 | 22.414 |
| 212 | 14.255 | 18.303 | 23.536 |
| 213 | 14.967 | 19.217 | 24.712 |
| 214 | 15.717 | 20.179 | 25.949 |
| 215 | 16.503 | 21.188 | 27.244 |
| 216 | 17.329 | 22.248 | 28.608 |
| 217 | 18.193 | 23.358 | 30.036 |
| 218 | 19.104 | 24.528 | 31.541 |
| 219 | 20.059 | 25.754 | 33.116 |
| 220 | 21.062 | 27.042 | 34.772 |
| 221 | 22.113 | 28.393 | 36.511 |
| 222 | 23.221 | 29.814 | 38.337 |
| 223 | 24.380 | 31.303 | 40.253 |
| 224 | 25.599 | 32.868 | 42.265 |
| 225 | 26.881 | 34.512 | 44.377 |

Exhibit E - Part-Time Pay Plan

| Pay Grade | Minimum | Midpoint | Maximum |
|-----------|---------|----------|---------|
| 226 | 28.224 | 36.237 | 46.596 |
| 227 | 29.635 | 38.049 | 48.926 |
| 228 | 31.115 | 39.951 | 51.373 |
| 229 | 32.670 | 41.948 | 53.941 |
| 230 | 34.306 | 44.047 | 56.639 |
| 231 | 36.021 | 46.249 | 59.471 |
| 232 | 37.821 | 48.561 | 62.445 |
| 233 | 39.712 | 50.989 | 65.566 |
| 234 | 41.699 | 53.538 | 68.842 |
| 235 | 43.783 | 56.216 | 72.288 |
| 236 | 45.970 | 59.024 | 75.899 |
| 237 | 48.670 | 61.976 | 79.695 |
| 238 | 50.684 | 65.077 | 83.682 |
| 239 | 53.215 | 68.328 | 87.864 |
| 240 | 55.878 | 71.745 | 92.257 |
| 241 | 58.671 | 75.333 | 96.871 |
| 242 | 61.604 | 79.099 | 101.714 |
| 243 | 64.686 | 83.055 | 106.800 |
| 244 | 67.920 | 87.207 | 112.140 |
| 245 | 71.316 | 91.566 | 117.744 |
| 246 | 74.882 | 96.146 | 123.634 |
| 247 | 78.626 | 100.953 | 129.814 |
| 248 | 82.555 | 105.999 | 136.305 |
| 249 | 86.685 | 111.300 | 143.120 |
| 250 | 91.018 | 116.864 | 150.275 |

Pay Plan reflects hourly rate

Exhibit E - Police Pay Plan

| Grade | Title | | Step A | Step B | Step C | Step D | Step E | Step F |
|---------|---|-----|------------|------------|------------|-----------|-----------|--------------------|
| PCS6 | Police Asst. Chief | (H) | 76.072 | 79.873 | 83.871 | | | |
| | | (B) | 6,085.76 | 6,389.84 | 6,709.68 | | | |
| | | (M) | 13,185.81 | 13,844.65 | 14,537.64 | | | |
| | | (A) | 158,229.76 | 166,135.84 | 174,451.68 | | | |
| PCS5 | Police Deputy Chief | (H) | 65.094 | 68.345 | 72.447 | | | |
| | | (B) | 5,207.52 | 5,467.60 | 5,795.76 | | | |
| | | (M) | 11,282.96 | 11,846.47 | 12,557.48 | | | |
| | | (A) | 135,395.52 | 142,157.60 | 150,689.76 | | | |
| PCS4 | Police Lieutenant | (H) | 55.964 | 58.765 | 61.995 | | | |
| | | (B) | 4,477.12 | 4,701.20 | 4,959.60 | | | |
| | | (M) | 9,700.43 | 10,185.93 | 10,745.80 | | | |
| | | (A) | 116,405.12 | 122,231.20 | 128,949.60 | | | |
| PCS3 | Police Sergeant | (H) | 49.058 | 51.511 | 54.603 | | | |
| | | (B) | 3,924.64 | 4,120.88 | 4,368.24 | | | |
| | | (M) | 8,503.39 | 8,928.57 | 9,464.52 | | | |
| | | (A) | 102,040.64 | 107,142.88 | 113,574.24 | | | |
| PCS2 | Police Detective/Corporal | (H) | 46.721 | | | | | |
| | | (B) | 3,737.68 | | | | | |
| | | (M) | 8,098.31 | | | | | |
| | | (A) | 97,179.68 | | | | | |
| PCS1 | Police Officer | (H) | 34.244 | 35.955 | 37.754 | 39.830 | 42.820 | 10 years 46.032 |
| | | (B) | 2,739.52 | 2,876.40 | 3,020.32 | 3,186.40 | 3,425.60 | 3,682.56 |
| | | (M) | 5,935.63 | 6,232.20 | 6,544.03 | 6,903.87 | 7,422.13 | 7,978.88 |
| | | (A) | 71,227.52 | 74,786.40 | 78,528.32 | 82,846.40 | 89,065.60 | 95,746.56 |
| PNC(E2) | Entry Level II (Pay grade does not indicate Civil Service status) | (H) | 34.244 | | | | | |
| | | (B) | 2,739.52 | | | | | |
| | | (M) | 5,935.63 | | | | | |
| | | (A) | 71,227.52 | | | | | |
| PNC(E1) | Entry Level I A + B (non-Civil Service) | (H) | 31.202 | | | | | |
| | | (B) | 2,496.16 | | | | | |
| | | (M) | 5,408.35 | | | | | |
| | | (A) | 64,900.16 | | | | | |
| PNCSP | Cadet (non-Civil Service) | (H) | 31.202 | | | | | |
| | | (B) | 2,496.16 | | | | | |
| | | (M) | 5,408.35 | | | | | |
| | | (A) | 64,900.16 | | | | | |

• **PNCSP - Cadet:**

Hired pre-Academy start date

• **PNC(E1)A – Entry Level 1:**

Beginning grade for employee hired without a TCOLE license

• **PNC(E1)B – Entry Level 1:**

Attained upon earning a TCOLE license OR

Beginning grade for employee with a TCOLE license

• **PNC(E2) Entry Level 2:**

Attained 12 months after PNC(E1)A

This grade is skipped by PNC(E1)B ONLY IF the employee was hired with a TCOLE license

• **PCS1 – Police Officer: Step A**

Step A is attained 6 months after the employee attains PNC(E2) – Entry Level 2, OR

Step A is attained 12 months after PNC(E1)B if the employee was hired with a TCOLE license.

Step A also indicates the end of the probationary period:

18 months if the employee was hired without a TCOLE license

12 months if the employee was hired with a TCOLE license

• **PCS1 – Police Officer: Step B**

Step B is attained 2 years after the Academy start date

6 months after Step A if the employee was hired without a TCOLE license, OR

12 months after Step A if the employee was hired with a TCOLE license

• **PCS1 – Police Officer: Steps C – F**

Step C is attained at 4 years of service

Step D is attained at 6 years of service

Step E is attained at 8 years of service

Step F is attained at 10 years of service

• **PCS 2 – 6**

Pay steps at all other ranks are attained after 2 years spent in the prior step

• **Lateral Entry Program**

LPD employees hired under the Lateral Entry Program begin at the PCS1 pay grade commensurate with their years of qualified experience according to Local Civil Service Rules, Section 3.03, and progress to the next step after 2 years in service at their beginning pay grade, unless their beginning pay grade is PCS1 Step F, in which case they will remain in that grade. For LPD employees hired under the Lateral Entry Program, a probationary period of 12 months, prior to entering full civil service protection, begins on the employee's Academy start date.

If the anniversary date in a classification occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period. Progression in each classified position (PNC E1-B and above) is based on time in that classification. Time spent in "move-up" does not count toward time in the "move up" classification. Seniority is based on all years of service as a sworn/classified police officer (PNC E1-B and above) or firefighter for the City of Lubbock, not merely the last continuous period of service. Disciplinary suspensions do not constitute a break in service. Seniority credit shall be figured to five decimal places. In the event of a conflict between this ordinance and state law, state law will control.

Biweekly rate=Hourly * 80. Annual rate=Biweekly * 26. Monthly rate=Annual / 12.

Exhibit E - Fire Pay Plan (40 Hour Shifts)

| Grade | Title | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
|-------|----------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------|-----------|-----------|
| FCS7 | Fire Deputy Chief | | | | | | | | | | | | | | | | | | | | |
| | H | 75.841 | 76.837 | 77.831 | 78.826 | 79.819 | 80.814 | 81.809 | | | | | | | | | | | | | |
| | B | 6,067.28 | 6,146.96 | 6,226.48 | 6,306.08 | 6,385.52 | 6,465.12 | 6,544.72 | | | | | | | | | | | | | |
| | A | 157,749.28 | 159,820.96 | 161,888.48 | 163,958.08 | 166,023.52 | 168,093.12 | 170,162.72 | | | | | | | | | | | | | |
| FCS6 | Fire Division Chief | | | | | | | | | | | | | | | | | | | | |
| | H | 71.185 | 71.472 | 71.757 | 72.044 | 72.328 | 72.616 | 72.903 | 73.192 | 73.475 | | | | | | | | | | | |
| | B | 5,694.80 | 5,717.76 | 5,740.56 | 5,763.52 | 5,786.24 | 5,809.28 | 5,832.24 | 5,855.36 | 5,878.00 | | | | | | | | | | | |
| | A | 148,064.80 | 148,661.76 | 149,254.56 | 149,851.52 | 150,442.24 | 151,041.28 | 151,638.24 | 152,239.36 | 152,828.00 | | | | | | | | | | | |
| FCS5 | Fire Battalion Chief | | | | | | | | | | | | | | | | | | | | |
| | H | 63.952 | 64.454 | 64.956 | 65.456 | 65.957 | 66.459 | 66.958 | 67.461 | 67.962 | 68.462 | 68.986 | | | | | | | | | |
| | B | 5,116.16 | 5,156.32 | 5,196.48 | 5,236.48 | 5,276.56 | 5,316.72 | 5,356.64 | 5,396.88 | 5,436.96 | 5,476.96 | 5,518.88 | | | | | | | | | |
| | A | 133,020.16 | 134,064.32 | 135,108.48 | 136,148.48 | 137,190.56 | 138,234.72 | 139,272.64 | 140,318.88 | 141,360.96 | 142,400.96 | 143,490.88 | | | | | | | | | |
| FCS4 | Fire Captain | | | | | | | | | | | | | | | | | | | | |
| | H | 55.620 | 56.036 | 56.451 | 56.868 | 57.282 | 57.697 | 58.113 | 58.530 | 58.944 | 59.360 | 59.774 | 60.190 | 60.606 | | | | | | | |
| | B | 4,449.60 | 4,482.88 | 4,516.08 | 4,549.44 | 4,582.56 | 4,615.76 | 4,649.04 | 4,682.40 | 4,715.52 | 4,748.80 | 4,781.92 | 4,815.20 | 4,848.48 | | | | | | | |
| | A | 115,689.60 | 116,554.88 | 117,418.08 | 118,285.44 | 119,146.56 | 120,009.76 | 120,875.04 | 121,742.40 | 122,603.52 | 123,468.80 | 124,329.92 | 125,195.20 | 126,060.48 | | | | | | | |
| FCS3 | Fire Lieutenant | | | | | | | | | | | | | | | | | | | | |
| | H | 49.738 | 50.009 | 50.278 | 50.551 | 50.819 | 51.088 | 51.359 | 51.631 | 51.903 | 52.173 | 52.442 | 52.713 | 52.984 | 53.254 | 53.526 | | | | | |
| | B | 3,979.04 | 4,000.72 | 4,022.24 | 4,044.08 | 4,065.52 | 4,087.04 | 4,108.72 | 4,130.48 | 4,152.24 | 4,173.84 | 4,195.36 | 4,217.04 | 4,238.72 | 4,260.32 | 4,282.08 | | | | | |
| | A | 103,455.04 | 104,018.72 | 104,578.24 | 105,146.08 | 105,703.52 | 106,263.04 | 106,826.72 | 107,392.48 | 107,958.24 | 108,519.84 | 109,079.36 | 109,643.04 | 110,206.72 | 110,768.32 | 111,334.08 | | | | | |
| FCS2 | Fire Equipment Oper. | | | | | | | | | | | | | | | | | | | | |
| | H | 45.914 | 46.127 | 46.337 | 46.549 | 46.761 | 46.972 | 47.187 | 47.396 | 47.609 | 47.820 | 48.031 | 48.243 | 48.454 | 48.666 | 48.878 | 49.090 | 49.304 | | | |
| | B | 3,673.12 | 3,690.16 | 3,706.96 | 3,723.92 | 3,740.88 | 3,757.76 | 3,774.96 | 3,791.68 | 3,808.72 | 3,825.60 | 3,842.48 | 3,859.44 | 3,876.32 | 3,893.28 | 3,910.24 | 3,927.20 | 3,944.32 | | | |
| | A | 95,501.12 | 95,944.16 | 96,380.96 | 96,821.92 | 97,262.88 | 97,701.76 | 98,148.96 | 98,583.68 | 99,026.72 | 99,465.60 | 99,904.48 | 100,345.44 | 100,784.32 | 101,225.28 | 101,666.24 | 102,107.20 | 102,552.32 | | | |
| FCS1 | Fire Fighter | | | | | | | | | | | | | | | | | | | | |
| | H | 33.945 | 34.513 | 35.083 | 35.653 | 36.225 | 36.794 | 37.364 | 37.933 | 38.502 | 39.072 | 39.641 | 40.215 | 40.783 | 41.355 | 41.927 | 42.494 | 43.064 | 43.635 | 44.205 | 44.775 |
| | B | 2,715.60 | 2,761.04 | 2,806.64 | 2,852.24 | 2,898.00 | 2,943.52 | 2,989.12 | 3,034.64 | 3,080.16 | 3,125.76 | 3,171.28 | 3,217.20 | 3,262.64 | 3,308.40 | 3,354.16 | 3,399.52 | 3,445.12 | 3,490.80 | 3,536.40 | 3,582.00 |
| | A | 70,605.60 | 71,787.04 | 72,972.64 | 74,158.24 | 75,348.00 | 76,531.52 | 77,717.12 | 78,900.64 | 80,084.16 | 81,269.76 | 82,453.28 | 83,647.20 | 84,828.64 | 86,018.40 | 87,208.16 | 88,387.52 | 89,573.12 | 90,760.80 | 91,946.40 | 93,132.00 |
| FNCS1 | Prob. Fire Fighter | | | | | | | | | | | | | | | | | | | | |
| | H | 32.004 | | | | | | | | | | | | | | | | | | | |
| | B | 2,560.32 | | | | | | | | | | | | | | | | | | | |
| | A | 66,568.32 | | | | | | | | | | | | | | | | | | | |

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer or fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a police officer or fire fighter with the City of Lubbock whether interrupted, or uninterrupted and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters then progress through steps in FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period

Hourly rate=annual / 2,080. Biweekly rate=Hourly rate * 80. All conversions are approximate.

Exhibit E - Fire Pay Plan (Kelly Shifts)

| Grade | Title | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
|-------|----------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------|-----------|-----------|-----------|-----------|
| FCS5 | Fire Battalion Chief | | | | | | | | | | | | | | | | | | | | |
| | H | 45.680 | 46.039 | 46.397 | 46.756 | 47.112 | 47.472 | 47.827 | 48.188 | 48.546 | 48.902 | 49.276 | | | | | | | | | |
| | B | 4,842.08 | 4,880.13 | 4,918.08 | 4,956.14 | 4,993.87 | 5,032.03 | 5,069.66 | 5,107.93 | 5,145.88 | 5,183.61 | 5,223.26 | | | | | | | | | |
| | A | 125,894.08 | 126,883.48 | 127,870.13 | 128,859.54 | 129,840.67 | 130,832.83 | 131,811.21 | 132,806.13 | 133,792.78 | 134,773.91 | 135,804.66 | | | | | | | | | |
| FCS4 | Fire Captain | | | | | | | | | | | | | | | | | | | | |
| | H | 39.731 | 40.026 | 40.323 | 40.620 | 40.915 | 41.214 | 41.509 | 41.808 | 42.104 | 42.402 | 42.697 | 42.993 | 43.290 | | | | | | | |
| | B | 4,211.49 | 4,242.76 | 4,274.24 | 4,305.72 | 4,336.99 | 4,368.68 | 4,399.95 | 4,431.65 | 4,463.02 | 4,494.61 | 4,525.88 | 4,557.26 | 4,588.74 | | | | | | | |
| | A | 109,498.64 | 110,311.66 | 111,130.19 | 111,948.72 | 112,761.74 | 113,585.78 | 114,398.80 | 115,222.85 | 116,038.62 | 116,859.91 | 117,672.93 | 118,488.71 | 119,307.24 | | | | | | | |
| FCS3 | Fire Lieutenant | | | | | | | | | | | | | | | | | | | | |
| | H | 35.528 | 35.722 | 35.914 | 36.108 | 36.301 | 36.492 | 36.685 | 36.879 | 37.075 | 37.267 | 37.460 | 37.653 | 37.846 | 38.038 | 38.233 | | | | | |
| | B | 3,765.97 | 3,786.53 | 3,806.88 | 3,827.45 | 3,847.91 | 3,868.15 | 3,888.61 | 3,909.17 | 3,929.95 | 3,950.30 | 3,970.76 | 3,991.22 | 4,011.68 | 4,032.03 | 4,052.70 | | | | | |
| | A | 97,915.17 | 98,449.83 | 98,978.98 | 99,513.65 | 100,045.56 | 100,571.95 | 101,103.86 | 101,638.52 | 102,178.70 | 102,707.85 | 103,239.76 | 103,771.67 | 104,303.58 | 104,832.73 | 105,370.15 | | | | | |
| FCS2 | Fire Equipment Oper | | | | | | | | | | | | | | | | | | | | |
| | H | 32.797 | 32.948 | 33.098 | 33.250 | 33.402 | 33.552 | 33.706 | 33.855 | 34.007 | 34.158 | 34.309 | 34.461 | 34.611 | 34.762 | 34.914 | 35.065 | 35.218 | | | |
| | B | 3,476.48 | 3,492.49 | 3,508.39 | 3,524.50 | 3,540.61 | 3,556.51 | 3,572.84 | 3,588.63 | 3,604.74 | 3,620.75 | 3,636.75 | 3,652.87 | 3,668.77 | 3,684.77 | 3,700.88 | 3,716.89 | 3,733.11 | | | |
| | A | 90,388.53 | 90,804.69 | 91,218.09 | 91,637.00 | 92,055.91 | 92,469.31 | 92,893.74 | 93,304.38 | 93,723.29 | 94,139.45 | 94,555.60 | 94,974.52 | 95,387.92 | 95,804.07 | 96,222.98 | 96,639.14 | 97,060.81 | | | |
| FCS1 | Fire Fighter | | | | | | | | | | | | | | | | | | | | |
| | H | 24.246 | 24.652 | 25.059 | 25.467 | 25.875 | 26.281 | 26.688 | 27.098 | 27.503 | 27.910 | 28.317 | 28.725 | 29.131 | 29.541 | 29.947 | 30.353 | 30.760 | 31.169 | 31.575 | 31.982 |
| | B | 2,570.08 | 2,613.11 | 2,656.25 | 2,699.50 | 2,742.75 | 2,785.79 | 2,828.93 | 2,872.39 | 2,915.32 | 2,958.46 | 3,001.60 | 3,044.85 | 3,087.89 | 3,131.35 | 3,174.38 | 3,217.42 | 3,260.56 | 3,303.91 | 3,346.95 | 3,390.09 |
| | A | 66,821.98 | 67,940.91 | 69,062.60 | 70,187.05 | 71,311.50 | 72,430.44 | 73,552.13 | 74,682.09 | 75,798.27 | 76,919.96 | 78,041.65 | 79,166.10 | 80,285.04 | 81,415.00 | 82,533.93 | 83,652.87 | 84,774.56 | 85,901.76 | 87,020.70 | 88,142.39 |
| FNCS1 | Prob. Fire Fighter | | | | | | | | | | | | | | | | | | | | |
| | H | 22.860 | | | | | | | | | | | | | | | | | | | |
| | B | 2,423.16 | | | | | | | | | | | | | | | | | | | |
| | A | 63,002.16 | | | | | | | | | | | | | | | | | | | |

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer or fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a police officer or fire fighter with the City of Lubbock whether interrupted, or uninterrupted and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters then progress through steps in FCS1 annually. Progress through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Kelly shift rate (k)=Biweekly (40 hour)/112. Biweekly rate=Hourly*106. Annual rate=Biweekly rate*26. All conversions are approximate

Exhibit F - Position Control Summary

| | Budget FY 2024-25 |
|--|----------------------|
| Administrative Services | |
| City Attorney | 15 |
| City Council | 3 |
| City Manager | 8 |
| City Secretary | 11 |
| Facilities Management | 16 |
| Finance | 33 |
| Human Resources | 12 |
| Internal Audit | 3 |
| Communications and Marketing | 9 |
| Total Administrative Services | 110 |
| Development Services | |
| Building Safety | 32 |
| Codes Enforcement | 29 |
| Environmental Health | 16 |
| Vector Control | 5 |
| Planning | 11 |
| Total Development Services | 93 |
| Cultural and Recreation Services | |
| Library | 35 |
| Cultural Arts | 9 |
| Parks and Recreation | 72 |
| Total Cultural and Recreation Services | 116 |
| Public Works | |
| Engineering | 45 |
| Solid Waste | 99 |
| Streets | 43 |
| Traffic | 34 |
| Total Public Works | 221 |
| Public Safety and Health Services | |
| Animal Services | 30 |
| Fire | 463 |
| Municipal Court | 21 |
| Police | 579 |
| Public Health | 55 |
| Total Public Safety and Health Services | 1,148 |
| TOTAL GENERAL FUND | 1,688 |
| Internal Service Funds | |
| Fleet | 24 |
| Health Benefits | 4 |
| Information Technology | 35 |
| Telecommunications | 3 |
| GIS &Data Services | 10 |
| Radio Shop | 9 |
| Print Shop | 2 |
| Central Warehouse | 4 |
| Risk Management | 7 |
| Total Internal Service Funds | 98 |
| Enterprise Funds | |
| Airport | 52 |
| Cemetery | 6 |
| Civic Centers | 18 |
| Lake Alan Henry | 2 |
| Lubbock Power and Light | 311 |
| Storm Water | 32 |
| Water/Wastewater | 232 |
| Total Enterprise Funds | 653 6 |
| Special Revenue Funds | |
| Community Development | 14 |
| Economic Development | 3 |
| Total Special Revenue Funds | 17 |
| Component Unit | |
| Civic Lubbock | 6 |
| Total Component Unit | 6 |
| TOTAL CITY FUNDS | 2,462 |

Exhibit F - Position Control Summary

| | Budget FY 2024-25 | |
|---|----------------------|---|
| Administrative Services | | Changes from Exhibit G: |
| City Attorney | 15 | |
| City Council | 3 | |
| City Manager | 8 | |
| City Secretary | 11 | |
| Facilities Management | 16 | |
| Finance | 32 | |
| Human Resources | 12 | |
| Internal Audit | 2 | |
| Communications and Marketing | 9 | |
| Total Administrative Services | 108 | |
| Development Services | | |
| Building Safety | 32 | |
| Codes Enforcement | 29 | 1 - Division Chief; 3 Fire Fighters |
| Environmental Health | 16 | |
| Vector Control | 5 | |
| Planning | 11 | |
| Total Development Services | 93 | |
| Cultural and Recreation Services | | |
| Library | 35 | |
| Cultural Arts | 9 | |
| Parks and Recreation | 72 | |
| Total Cultural and Recreation Services | 116 | |
| Public Works | | |
| Engineering | 45 | |
| Solid Waste | 100 | |
| Streets | 43 | |
| Traffic | 33 | |
| Total Public Works | 221 | |
| Public Safety and Health Services | | 4 - Public Service Officers; (2) - Patrol Officers |
| Animal Services | 32 | |
| Emergency Management | 5 | |
| Fire | 462 | |
| Municipal Court | 19 | |
| Police | 587 | |
| Public Health | 52 | |
| Total Public Safety and Health Services | 1,157 | |
| TOTAL GENERAL FUND | 1,695 | |
| Internal Service Funds | | 1 - Constr and Maint Foremen; 2 - Constr and Maint Wkr; (1) - Environmental Compliance Specialist; (1) Apprentice WW Treatment Plant Operator; 2 - Industrial Electrician |
| Fleet | 24 | |
| Health Benefits | 4 | |
| Information Technology | 37 | |
| Telecommunications | 2 | |
| GIS &Data Services | 10 | |
| Radio Shop | 8 | |
| Print Shop/Warehouse | 6 | |
| Risk Management | 7 | |
| Total Internal Service Funds | 98 | |
| Enterprise Funds | | |
| Airport | 52 | |
| Cemetery | 6 | |
| Civic Centers | 18 | |
| Lake Alan Henry | 2 | |
| Lubbock Power and Light | 311 | |
| Storm Water | 32 | |
| Water/Wastewater | 235 | |
| Total Enterprise Funds | 656 | |
| Special Revenue Funds | | |
| Community Development | 14 | |
| Economic Development | 3 | |
| Total Special Revenue Funds | 17 | |
| Component Unit | | |
| Civic Lubbock | 6 | |
| Total Component Unit | 6 | |
| TOTAL CITY FUNDS | 2,472 | |

Exhibit G - Changes to Proposed FY 2024-25 Budget

General Fund

| | |
|--|-------------|
| Interfund Loan to Meadowbrook Golf Fund | \$ 500,000 |
| Transfer from LP&L - TCOS | 2,100,000 |
| Decrease Property Tax Revenue | (1,732,250) |
| Add Fire Division Chief Position in Fire Suppression | 189,274 |
| Add 3 Fire Fighter Positions to Fire Marshal Office | 212,667 |
| Add 4 Public Service Officer Positions | 219,331 |
| Add Pay Adjustment for Forensic, Crime and Property Police Non-Civil Service Staff | 158,199 |
| Increase Professional Services in Communications & Public Engagement for Website and Intranet Design | 105,000 |
| Increase Professional Services in Non-Departmental for Short-Term Rental Software | 49,856 |
| Increase Professional Services in Non-Departmental for Meet and Confer Agreement | 100,000 |
| Increase Special Projects in Non-Departmental for Library Concept | 100,000 |
| Decrease 2 Police Officer Positions | (346,940) |
| Decrease Overtime in Fire Suppression | (94,637) |
| Decrease Transfer to CIP (Pay-as-you-go) for Clapp Pool Repair Project | (325,000) |

LP&L Fund

| | |
|---------------------------------|-------------|
| Decrease Revenue | (1,179,984) |
| Increase Use of Excess Reserves | 6,004,984 |
| Increase Operating Expenses | 250,000 |
| Increase Fund Level Expenses | 4,575,000 |

Meadowbrook Golf Fund

| | |
|----------------------------------|------------|
| Interfund Loan from General Fund | \$ 500,000 |
|----------------------------------|------------|

Water/Wastewater Fund

| | |
|--|-----------|
| Add one Construction and Maintenance Foreman Position to Water Distribution & Maintenance | \$ 77,808 |
| Add two Construction and Maintenance Worker Positions to Wastewater Collection | 114,032 |
| Increase Transfer to Water/Wastewater Capital Projects Fund for Sewer Lateral repairs | 210,000 |
| Increase Sewer Lateral Repairs revenue - \$1K owner repair cost | 1,054,500 |
| Delete one Environmental Compliance Specialist Position from Industrial Monitoring & Pre-Treatment | (77,808) |
| Delete one Apprentice Wastewater Treatment Plant Operator Position from Wastewater Treatment | (73,146) |
| Add two Industrial Electrician Positions to Wastewater Treatment | 204,726 |

Water/Wastewater Capital Projects Fund

| | |
|---|------------------|
| <u>CIP 92747 Sewer Tap Replacements</u> | \$ 210,000 |
| Increase appropriation and funding - Water/Wastewater fund cash | |
| <u>CIP 92745 Manhole Replacements Interceptors</u> | \$ (250,000) |
| Decrease appropriation and funding - Water/Wastewater fund cash | |
| <u>CIP 92746 Sewer Line Replacements</u> | (275,000) |
| Decrease appropriation and funding - Water/Wastewater fund cash | |
| <u>CIP 92802 Wastewater Collection System Maintenance</u> | (175,000) |
| Decrease appropriation and funding - Water/Wastewater fund cash | |

| | |
|--|------------|
| <u>CIP 92656 SEWRP Effluent Pump Station #2 Improvements</u> | 700,000 |
| Increase appropriation and funding - Water/Wastewater fund cash | |
| Health Rebates and Insurance Fund | |
| Add revenue to Health - Charity Care | \$ 600 |
| North and East Lubbock Neighborhood and Infrastructure Fund | |
| Add Sewer Lateral Assistance Program | \$ 300,000 |
| Increase Use of Excess Reserves | (300,000) |

FY 2023-24 Operating Budget and Capital Program Amendments After Filing Proposed Budget

Amendments not included in the FY 2024-25 Proposed Operating Budget and Capital

Approved on the August 13, 2024 City Council Meeting:

| | |
|---|------------|
| Cable Services Fund | |
| <u>Communications Equipment and Renovations</u> | \$ 785,390 |
| Establish CIP and appropriation and funding | |

Approved on the August 27, 2024 City Council Meeting:

| | |
|---|--------------|
| Information Technology Capital Project Fund | |
| <u>92578 Enterprise Resource Planning</u> | \$ (193,806) |
| Decrease appropriation and funding - Health Benefits Cash | |
| Increase Transfer to Health Benefits Operating Fund | 193,806 |

| | |
|--|------------|
| Health Benefits Fund | |
| Increase Transfer from Information Technology Capital Project Fund | \$ 193,806 |

Budget Change Requests since Filing Proposed Budget

Budget Change Request No. 2024-25

| | |
|--|--------------|
| Lubbock Power & Light Capital Fund | |
| <u>92730 Cooke Facility Remodel</u> | \$ (145,000) |
| Decrease appropriation and funding | |
| <u>92836 Overhead/Underground Training Facility</u> | 145,000 |
| Increase appropriation and funding | |
| <u>92684 FY 2020-25 Distribution Transformers</u> | (500,000) |
| Decrease appropriation and funding | |
| <u>92686 FY 2020-25 Overhead Lines</u> | 500,000 |
| Increase appropriation and funding | |
| <u>92731 Yellowhouse Substation Capacity Upgrade</u> | (157,916) |
| Decrease appropriation and funding | |
| <u>92840 Spare Autotransformer</u> | (425,000) |
| Decrease appropriation and funding | |
| <u>92688 FY 2020-25 Underground Distribution</u> | 582,916 |
| Increase appropriation and funding | |

| | |
|--|-------------|
| <u>92788 4kV Distribution Conversion</u> | (1,500,000) |
| Decrease appropriation and funding | |
| <u>92834 Substation Capacity Upgrade - Erskine</u> | 1,500,000 |
| Increase appropriation and funding | |

Budget Change Request No. 2024-29

| | |
|---|-------------|
| General Fund | |
| Decrease Part-time for Park Maintenance | \$ (38,957) |
| Increase Computer Capital Outlay for Park Maintenance | 38,957 |

Information

Agenda Item

Resolution - Finance: Consider a resolution ratifying the adoption of the FY 2024-25 Budget that will require raising more revenue from property taxes than in the previous year.

Item Summary

Chapter 102 of the Texas Local Government Code brings into the budget process truth-in-taxation disclosure concepts. Any budget to be enacted after September 1, 2007, that raises more property tax revenue than the previous year requires two votes by the City Council:

1. One vote to adopt the budget; and
2. A separate vote to ratify the property tax revenue increase reflected in the budget.

This resolution addresses #2 as required by Chapter 102 of the Texas Local Government Code.

Fiscal Impact

The FY 2024-25 Operating Budget and Capital Program raises more total property taxes than last year's budget by \$5.88 million or 5.06 percent, and of that amount, \$3,298,460 is tax revenue to be raised from new property added to the tax roll this year.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Ratification Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has adopted a FY 2024-25 budget that will raise more property tax revenue than was generated in the previous year; and

WHEREAS, Chapter 102 of the Texas Local Government Code requires the City Council to “ratify” the adoption of a budget that will raise more property tax revenue than was generated in the prior year by a separate vote; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby ratifies the adoption of a FY 2024-25 budget that will raise more property tax revenue than was generated in the previous year.

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

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

Council members present but not voting: _____

Council members absent: _____

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

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2024-O0129, setting the tax rate and levying a tax upon all property subject to taxation within the City of Lubbock for 2024; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Item Summary

On September 3, 2024, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance adopting and levying the tax rate for 2024. Prior to considering the ordinance adopting and levying of the tax rate, the City Council must consider the ordinance adopting the budget. The second reading adopting the budget is Item 6.3. on today's agenda. The property tax is proposed at \$0.470120 per \$100 valuation. The tax rate is distributed as follows:

| | |
|---|------------|
| General Fund Maintenance and Operations | \$0.357456 |
| Interest and Sinking Fund | \$0.112664 |

Fiscal Impact

The General Fund Maintenance and Operations tax rate will generate \$92.8 million and the Interest and Sinking Fund tax rate will generate \$29.3 million.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Tax Rate Ordinance

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LUBBOCK, TEXAS, FOR THE YEAR 2024; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED; FIXING THE TIMES IN WHICH SAID TAXES SHALL BE PAID AND ASSESSING PENALTY AND INTEREST FOR NONPAYMENT OF SUCH TAXES WITHIN THE TIME PROVIDED.

WHEREAS, after all notices have been given and hearings held as provided by law, the City Council has determined the tax rate necessary to produce the revenue necessary to operate the affairs of the City of Lubbock for the next fiscal year; NOW THEREFORE:

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

SECTION 1. THAT there shall be levied and assessed upon all property subject to taxation within the City of Lubbock, Texas, for the year 2024 the sum of \$0.470120 per One Hundred and No/100s Dollars (\$100.00) valuation thereof and the same shall be applied to the various funds in the following manner:

\$0.112664 per \$100 valuation to the Interest and Sinking Fund; and

\$0.357456 per \$100 valuation to the General Fund

SECTION 2. THAT all ad valorem taxes shall be paid before the first day of February 2025, and taxes not paid by that time shall be increased by such penalty and interest as is provided by Chapter 18 of the Code of Ordinances of the City of Lubbock.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE
AND OPERATIONS THAN LAST YEAR'S TAX RATE**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.71 PERCENT
AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A
\$100,000 HOME BY APPROXIMATELY -\$12.93.**

AND IT IS SO ORDERED

**Council members present but not
voting:**

Council members absent:

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
Deputy City Attorney

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

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

**Council members present but not
voting:**

Council members absent:

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

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

Information

Agenda Item

Resolution - Finance: Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2024-25 and distributing receipts, net of collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

Item Summary

Hotel Occupancy Tax (HOT) receipts are distributed as authorized in Chapter 351 of the Texas Tax Code, as directed by the City Council.

The total revenue projected for FY 2024-25 is \$9.7 million, an increase of \$300,000. Budgeted expenditures have also increased \$300,000 from the prior year.

The FY 2024-25 Operating Budget includes changes to the FY 2023-24 allocation as follows:

- Civic Center Operations and Marketing allocation decreased \$8,523.
- The allocation to Civic Lubbock - Art Grants increased \$17,763.
- The allocation to the North Overton TIF - Conference Center debt increased \$26,383.
- Buddy and Maria Elena Holly Plaza debt service allocation increased \$1,125.
- Transfer to CIP - Civic Center allocation decreased \$35,365.
- A new allocation is included this year for Visitor Support at \$298,617. This visitor support covers staffing for the maintenance of the tournament ball fields, as well as promotions of the Buddy Holly Center and the Silent Wings Museum.

The allocation distribution is found below:

| | |
|---|----------------|
| Convention & Tourism Bureau | \$ 3,697,485 |
| Civic Center Operations/Marketing | 2,600,487 |
| Visiting Participatory & Spectator Sports Marketing | 1,205,294 |
| North Overton TIF Conference Center Debt Service | 472,951 |
| Civic Lubbock, Inc. | 574,356 |
| Buddy & Maria Elena Holly Plaza Debt Service | 90,500 |
| Transfer to Civic Center Capital | 380,345 |
| Transfer to HOT Capital | 379,965 |
| Visitor Support | <u>298,617</u> |
| Total | \$ 9,700,000 |

Fiscal Impact

Revenue and expenditures are projected to increase 3.2 percent, or \$300,000 for FY 2024-25. Total projected revenue and expenditures for FY 2024-25 are \$9.7 million.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer



Attachments

HM Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, by Ordinance No. 2002-O0049, amended Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock to allow for allocation of Hotel Occupancy Tax Revenues by Resolution; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of Lubbock to adjust the current allocation of hotel occupancy tax revenues; NOW THEREFORE,

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

1. THAT the funds received from the tax levied under Section 18.03.001(a) of the Code of Ordinances of the City of Lubbock, net of collection expenses, shall be distributed to each respective entity on a monthly basis.
2. THAT said funds shall only be released amounts to the extent the City of Lubbock receives funding. The following amounts reflect the maximum amounts to be disbursed to each entity. To the extent that the amount of taxes levied and collected does not meet the stated amounts, the funding amounts shall be reduced proportionately. The funds will be distributed as follows:

| | |
|---|----------------|
| Convention & Tourism Bureau | \$ 3,697,485 |
| Civic Center Operations/Marketing | 2,600,487 |
| Visiting Participatory & Spectator Sports Marketing | 1,205,294 |
| North Overton TIF Conference Center Debt Service | 472,951 |
| Civic Lubbock, Inc. | 574,356 |
| Buddy & Maria Elena Holly Plaza Debt Service | 90,500 |
| Transfer to Civic Center Capital | 380,345 |
| Transfer to HOT Capital | 379,965 |
| Visitor Support | <u>298,617</u> |
| Total | \$ 9,700,000 |

3. THAT to the extent revenue is collected, each of the above entities will receive 100 percent of actual revenue up to the amount indicated.

MARK MCBRAYER, MAYOR

ATTEST:

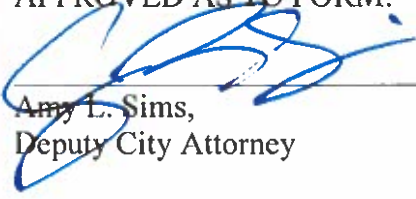
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock,
Interim Chief Financial Officer

APPROVED AS TO FORM:



Amy L. Sims,
Deputy City Attorney

Information

Agenda Item

Resolution - Lubbock Power and Light: Consider a resolution adopting the Delivery System Electric Rate/Tariff Schedule (Tariff) of Lubbock Power & Light (LP&L), the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective November 1, 2024.

Item Summary

The Electric Utility Board (EUB) is tasked with approving and recommending the Delivery System Rate Schedule/Discretionary Fees to the City Council for their consideration. The Delivery System Rate Schedule/Discretionary Fees serves as the funding mechanism for Lubbock Power & Light (LP&L) in FY 2024-25 with an effective date of November 1, 2024.

Fiscal Impact

The attached Tariff includes a slight rate decrease for all rate classes.

Staff/Board Recommending

Electric Utility Board

Attachments

Resolution - CC

Tariff

Resolution - EUB

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1 of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all delivery system and discretionary rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting a delivery system electric rate schedule ("Rate Schedule") for Lubbock Power & Light to the City Council pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock by filing same with the City Secretary;

WHEREAS, the Electric Utility Board, pursuant to Tex. Util. Code § 40.055(a), may, as required from time to time, set all terms of access, conditions, and rates applicable to the distribution service provided by Lubbock Power & Light;

WHEREAS, the Electric Utility Board approved resolution No. EUB 2024-R_____ to recommend and submit delivery and discretionary rates to the City Council of the City of Lubbock, pursuant to § 2.03.415(a) of the Code of Ordinances, City of Lubbock;

WHEREAS, the Electric Utility Board, by resolution No. EUB 2024-R_____ on August 30, 2024, also approved the FY 2024-25 Delivery Service Tariff, including delivery and discretionary rates previously approved, and recommended that the City Council adopt the Tariff, with an effective date of November 1, 2024;

WHEREAS, Chapter I, Article XII, Section 1, of the City of Lubbock Charter and §2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Delivery Service Tariff incorporating the Rate Schedule of Lubbock Power & Light be approved by the City Council prior to its adoption: NOW, THEREFORE:

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

THAT the Lubbock Power & Light's Rate Schedule, as attached hereto, be approved and adopted effective November 1, 2024.

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

THAT the City Council of the City of Lubbock hereby approves the Tariff for Competitive Retailer Access, as attached hereto.

Passed by the City Council of the City of Lubbock the ___th day of September, 2024.

Mark McBrayer, Mayor

ATTEST:

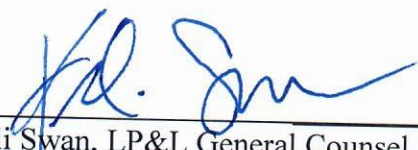
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:



Keli Swan, LP&L General Counsel

**TARIFF
FOR
COMPETITIVE RETAILER ACCESS**

City of Lubbock, by and through Lubbock Power & Light (LP&L)

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CHAPTER 1: DEFINITIONS

The following definitions apply to the Access Tariff of City of Lubbock, by and through Lubbock Power & Light (LP&L) and to any Access Agreements made under the Access Tariff, unless specifically defined otherwise therein.

ACCESS. The ability of a Competitive Retailer to deliver electric energy to Retail Customers at the Point of Supply.

ACCESS AGREEMENT. The Access Agreement set forth in this Access Tariff that must be executed by LP&L and Competitive Retailer before the Competitive Retailer can deliver Electric Power and Energy to LP&L's Delivery System and provide Electric Power and Energy to Retail Customers connected to LP&L's Delivery System.

ACCESS TARIFF. The document filed with and approved, except for Chapters 2 and 5, by the PUC pursuant to which LP&L provides Access to Competitive Retailers. It is comprised of Rate Schedules, Access rules and regulations. The Access rules and regulations include definitions, terms and conditions, policies, and Access Agreements.

ACTUAL METER READING. A Meter Reading whereby LP&L has collected information from the Meter either manually or through a direct reading, through telemetry, or other electronic communications.

APPLICABLE LEGAL AUTHORITIES. A Texas or federal law, rule, regulation or ruling of the Commission or any other regulatory authority having jurisdiction, an order of a court of competent jurisdiction, or a rule, regulation, ruling, procedure, protocol, guide, or guideline of ERCOT, the Independent Organization, or any entity authorized by the Independent Organization to perform registration or settlement functions.

BANKING HOLIDAY. Any day on which the bank designated by LP&L as the repository for payment of funds due to LP&L under this Access Tariff is not open for business.

BILLING DEMAND. Demand used for billing purposes as stated in the applicable Rate Schedule or Rider.

BILLING DETERMINANTS. Measured, calculated, or specified values used to determine LP&L's Delivery Charges that can be transmitted to the Competitive Retailer on an approved TX SET electronic transaction. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-coincident Peak (NCP) Demand, annual NCP Demand, annual 4-CP Demand (coincident peak for four summer months), Billing Demand, Power Factor, fixed charges, number of lamps, Rate Schedules, and rate subclass.

BUSINESS DAY. Any day on which LP&L's corporate offices are open for business in accordance with Section 3.18, HOURS OF OPERATION.

CENTRAL PREVAILING TIME. As established by national time standards, either Central Standard Time or Central Day-Light time.

CODES. Federal, state, or local laws, or other rules or regulations governing electrical installations.

COMMISSION, PUC or PUCT. The Public Utility Commission of Texas.

COMPETITIVE RETAILER. A Retail Electric Provider, POLR or a Municipally Owned Utility or Electric Cooperative that offers customer choice in the competitive electric power market and is selling Electric Power and Energy or any other entity authorized to provide Electric Power and Energy in Texas.

CONSTRUCTION SERVICE. Services related to the construction, extension, installation, modification, repair, upgrade, conversion, relocation, or removal of LP&L's Delivery System facilities, including temporary facilities.

CONSTRUCTION SERVICE CHARGE. Charges imposed to recover costs associated with Construction Services.

DELIVERY. The movement of Electric Power and Energy through LP&L's electric lines and other equipment,

including transformers, from the Point of Supply to the Point of Delivery.

DELIVERY SERVICE. A service performed by LP&L for Retail Customers to effect the Delivery of Electric Power and Energy from the Point of Supply where it enters the Delivery System of LP&L and is delivered to the Retail Customer to the Point of Delivery.

DELIVERY SERVICE TARIFF. A document promulgated by LP&L describing the rates, terms and conditions of Delivery Service to Retail Customers, which may include LP&L's Facility Extension Policy and Construction Services, and applicable charges regarding same.

DELIVERY SYSTEM. LP&L's electric lines, meters and other equipment, including transformers used in the Delivery of Electric Power and Energy.

DEMAND. The rate at which electric energy is used at any instant or averaged over any designated period of time and which is measured kW or kVA.

DISCRETIONARY SERVICES. Customer specific services as outlined in the Rate Schedule, Chapter 5 of this Tariff.

ELECTRIC COOPERATIVE. An electric cooperative as defined in PURA §11.003(9).

ELECTRIC POWER AND ENERGY. The kWh, the rate of delivery of kWh, and ancillary services related to kWh that a Competitive Retailer provides to Retail Customers.

ELECTRIC SERVICE IDENTIFIER or ESI ID. The basic identifier assigned to each Point of Delivery used in the registration system and settlement system managed by ERCOT or another Independent Organization.

ELECTRIC RELIABILITY COUNCIL OF TEXAS (ERCOT). The Electric Reliability Council of Texas, Inc. as defined in P.U.C. SUBST. R. 25.5, Definitions.

ESTIMATED METER READING. The process by which the majority of Billing Determinants are estimated when an Actual Meter Reading is not obtained.

FACILITY EXTENSION POLICY. The LP&L policy that covers such activities as extensions of standard facilities, extensions of non-standard facilities, extensions of facilities in excess of facilities normally provided for the requested type of Delivery Service, upgrades of facilities, electric connections for temporary services, and relocation of facilities.

FIELD OPERATIONAL DAY. Any day but Sunday, or a holiday designated in or pursuant to HOURS OF OPERATION.

FIRST AVAILABLE SWITCH DATE (FASD). As defined in ERCOT Nodal Protocols Section 15, CUSTOMER.

GOOD UTILITY PRACTICE. This term will have the meaning ascribed thereto in P.U.C. SUBST. R. 25.5, *Definitions*, or its successor.

INTERVAL DATA. Meter data that reports electricity usage in 15-minute intervals.

INDEPENDENT ORGANIZATION. The organization authorized to perform the functions prescribed by PURA §39.151.

KILOVOLT AMPERES or kVA. 1000 volt-amperes.

KILOWATT-HOUR or kWh. 1000 watt-hours.

METER. A device, or devices, together with any required auxiliary equipment, for measuring the amount of Electric

Power and Energy delivered.

METER DATA. The data contained within, or generated by, the Meter that is used by LP&L to calculate charges for service pursuant to this Tariff. This term includes Interval Data, if available.

METERING EQUIPMENT. Required auxiliary equipment that is owned by LP&L and used with the Meter to accurately measure the amount of Electric Power and Energy delivered. Metering equipment under this definition does not include communication, storage, and equipment necessary for customer access to data.

METER READING or METER READ. The process whereby LP&L collects the information recorded by a Meter. Such reading may be obtained manually, through telemetry or other electronic communications, or by estimation, calculation or conversion in accordance with the procedures and practices authorized under this Tariff.

METER READING SCHEDULE. No later than December 15 of each calendar year, LP&L must post its schedule for reading each Meter on its website so that Competitive Retailers and Retail Customers may access it. LP&L must notify Competitive Retailer of any changes to this schedule 60 days prior to the proposed change. LP&L is responsible for reading the Meter within two Business Days of the date posted in this schedule.

MUNICIPALLY OWNED UTILITY. A utility owned, operated, and controlled by a municipality or by a nonprofit corporation the directors of which are appointed by one or more municipalities and includes any chilled water program operated by the utility, as defined in PURA §11.003(11)) Definitions.

NON-BUSINESS DAY. Any day that LP&L's business offices are not open for business, in accordance with Chapter 5.

POINT OF DELIVERY. As determined by LP&L, the point where the Electric Power and Energy leaves LP&L's Delivery System and is delivered to a customer.

POINT OF SUPPLY. The point where the Electric Power and Energy enters LP&L's Delivery System.

POWER FACTOR. The ratio of real power, measured in kW, to apparent power, measured in kVA, for any given load and time, generally expressed as a percentage.

PREMISES. A tract of land or real estate or related commonly used tracts, including buildings and other appurtenances thereon.

PROVIDER OF LAST RESORT or POLR. A REP certified in Texas that has been designated by the Commission to provide a basic, standard retail service package to requesting or default customers or an entity selected by a municipally owned utility or electric cooperative to act as a provider of last resort.

PURA. Public Utility Regulatory Act, Texas Utilities Code, Title II.

RATE SCHEDULE. A statement of the method of determining charges for Delivery Service, including the conditions under which such charges and method apply, as outlined in Chapter 5. As used in this Tariff, the term Rate Schedule includes all applicable riders.

REGISTRATION AGENT. Entity designated by the Commission to administer settlement and Premises data and other processes concerning a Retail Customer's choice of a Competitive Retailer in the competitive retail electric market in Texas.

RETAIL CUSTOMER. An end-use customer who purchases Electric Power and Energy and ultimately consumes it. Whenever used in the context of Construction Services, the term Retail Customer also includes property owners, builders, developers, contractors, governmental entities, or any other organization, entity or individual that is not a Competitive Retailer making a request for such services to LP&L.

RETAIL CUSTOMER'S ELECTRICAL INSTALLATION. All conductors, equipment, or apparatus of any kind

on Retail Customer's side of the Point of Delivery, except LP&L's Metering Equipment, used by or on behalf of Retail Customer in taking and consuming Electric Power and Energy delivered by LP&L.

RETAIL ELECTRIC PROVIDER or REP. As defined in PURA §31.002(17)) Definitions, a person, certificated under PURA §39.352, that sells Electric Power and Energy to Retail Customers.

SCHEDULED METER READING DATE. Date LP&L is scheduled to read the Meter according to the Meter Reading Schedule.

SERVICE CALL. The dispatch of an LP&L representative to a Delivery Service address or other designated location for investigation of a complete or partial service outage, irregularity, interruption or other service-related issue.

SWITCHING FEE. Any fee or charge assessed to any Retail Customer or Competitive Retailer upon switching to the Competitive Retailer that recovers any utility cost or expenses not already included in LP&L's Delivery Charges included in Chapter 5 of this Tariff.

TAMPER OR TAMPERING. Any unauthorized alteration, manipulation, change, modification, or diversion of LP&L's facilities, including Metering Equipment, that could adversely affect the integrity of billing data or LP&L's ability to collect the data needed for billing or settlement. Tampering includes, but is not limited to, harming or defacing LP&L's facilities, physically or electronically disorienting the Meter, attaching objects to the Meter, inserting objects into the Meter, or other electrical or mechanical means of altering billing and settlement data or other electrical or mechanical means of altering Delivery Service.

TARIFF. A document describing rates, terms and conditions of electric service.

TEXAS SET, TX SET OR SET. A Standard Electronic Transaction as defined by the protocols adopted by the Commission or the Independent Organization.

TRANSITION CHARGES. Charges reasonably designed to recover the stranded investment over an appropriate period of time, and as authorized by Utilities Code Chapter 40 or 41, as applicable.

UNMETERED SERVICE. Delivery Service to Premises without a Meter.

UTILITY'S DELIVERY SYSTEM. The portion of the Delivery System that is owned by LP&L.

VALID INVOICE. An invoice transaction that contains all the information required by TX SET and is in compliance with TX SET standards as set forth in the TX SET Implementation Guides and Commission Rules and has not been rejected in accordance with the TX SET Implementation Guides and Commission Rules

2 CHAPTER 2: DESCRIPTIONS OF LP&L'S CERTIFICATED SERVICE AREA

2.1 CITY OF LUBBOCK, BY AND THROUGH LUBBOCK POWER & LIGHT

The City of Lubbock, Texas (City) is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City was incorporated in 1909 and first adopted its Home Rule Charter in 1917. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Council members. The City provides a full range of services including electric service. The City's municipally owned electric utility system, known as Lubbock Power & Light (LP&L), was established in 1916, and is at present the largest municipal electric system in the West Texas region and the third largest municipal system in the State of Texas. LP&L, South Plains Electric Cooperative, and Southwestern Public Service Company (SPS) provide electric service in the City of Lubbock.

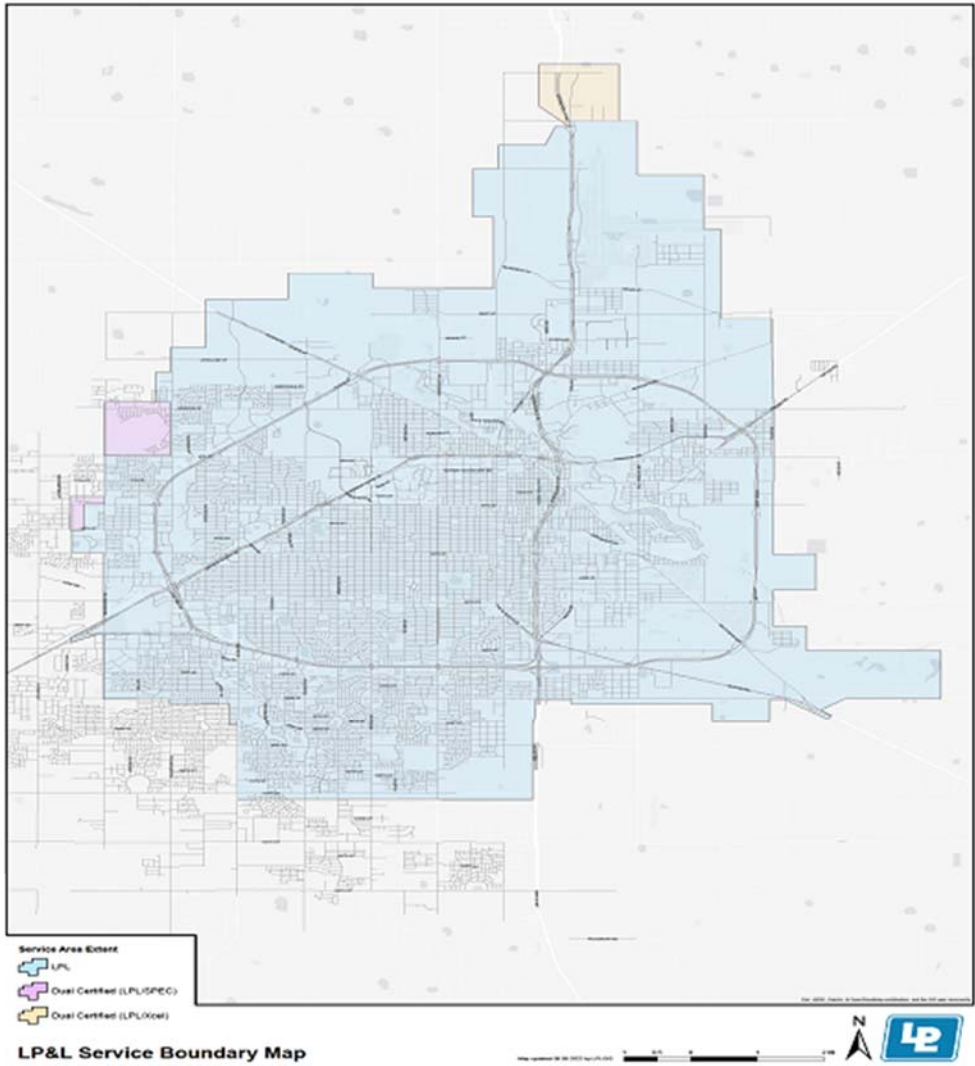
On November 2, 2004, Lubbock voters elected to amend the City Charter to provide for an Electric Utility Board (EUB), which governs, manages, and operates LP&L today. The City Council retains authority for appointment of board members, approval of the operating and capital budget, approval of rates for electric service, eminent domain, and approval of debt financing.

On February 22, 2022, Lubbock's City Council, with the Electric Utility Board's recommendation, approved an irrevocable resolution opting into competition for retail electric service in Lubbock Power & Light's certificated area, as provided by Texas Utilities Code Chapter 40.

LP&L owns, maintains and operates; (1) 345, 115 and 69 kilovolt (kV) transmission lines and substations, (2) 4, 15 and 23 kilovolt (kV) distribution lines and substations, and (3) over 107,000 electric meters. The Public Utility Commission Texas (PUCT) first issued LP&L a Certificate of Convenience and Necessity in Docket Number 42 in 1976.

LP&L operates as the City of Lubbock, acting by and through Lubbock Power & Light (LP&L) with the PUCT as LUBBOCK POWER & LIGHT SYSTEM and with the Electric Reliability Council of Texas as the City of Lubbock, by and through Lubbock Power & Light as a Transmission and Distribution Service Provider (TDSP).

2.2 MAP OF SERVICE AREA



3 CHAPTER 3: GENERAL TERMS AND CONDITIONS OF ACCESS

3.1 APPLICABILITY

This Access Tariff governs the terms and conditions of the provision of Access by LP&L to Competitive Retailers to the Delivery System of LP&L for the purpose of selling Electric Power and Energy to Retail Customers within the retail service area of LP&L who are connected to the Delivery System of LP&L. The provisions of this Access Tariff will uniformly apply to all Competitive Retailers. Terms and Conditions for the Delivery of Electric Power and Energy to Retail Customers are set out in a separate Delivery Service Tariff. LP&L provides Delivery Service directly to Retail Customers at their respective Points of Delivery in conjunction with the provision of Access.

3.2 GENERAL

Utility will construct, own, operate, and maintain its Delivery System in accordance with Good Utility Practice for the Delivery of Electric Power and Energy to Retail Customers that are located within LP&L's service territory and served by Competitive Retailers. LP&L has no ownership interest in any Electric Power and Energy it delivers to Retail Customers that purchase electric energy from third-party Competitive Retailers. LP&L will provide to all Competitive Retailers access to the Delivery System pursuant to this Tariff (and LP&L's Delivery Service Tariff, if applicable), which Tariff(s) establishes the rates, terms and conditions and policies for such Access and Delivery Service. LP&L must provide access to the Delivery System on a nondiscriminatory basis to all Competitive Retailers and must provide Delivery Service on a nondiscriminatory basis to all Retail Customers and Competitive Retailers. This Tariff is intended to provide uniform Delivery Service to all Competitive Retailers within LP&L's service area.

LP&L will use reasonable diligence to comply with the operational and transactional requirements and timelines as specified in this Tariff and to comply with the requirements set forth by Applicable Legal Authorities to effectuate the requirements of this tariff.

3.3 CHARGES ASSOCIATED WITH DELIVERY SERVICE

All charges associated with a Delivery Service provided by LP&L must be authorized by the municipal governing body, or a body vested with the power to manage and operate a municipally owned utility, or the board of directors of an electric cooperative, and are included as Tariff charges in Section 5.3, RATE SCHEDULES.

3.4 AVAILABILITY OF TARIFF

Copies of this Access Tariff are available in standard electronic format on the website of the Commission and on the website of LP&L. LP&L must post on its website a copy of its Delivery Service Tariff.

3.5 CHANGES TO ACCESS TARIFF

This Access Tariff may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the laws of the State of Texas and the rules and regulations of the PUC, and such changes, when effective, will have the same force and effect as the present Access Tariff. LP&L retains the right to file a petition for rulemaking, requesting a change in Chapters 1, 3, and 4 of its Access Tariff and will comply with all laws and rules concerning the provision of notice concerning any such application. LP&L must file accurate and current rates for Access in Chapter 5. If an Access rate is altered, LP&L is responsible for providing the current rate information in a timely manner. Any agreement made pursuant to this Access Tariff will be deemed to be modified to conform to any changes in this Access Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, or representative of LP&L has authority to modify the provisions of this Access Tariff or to bind LP&L by any promise or representation contrary to the terms of this Access Tariff except as expressly permitted by the PUC. For changes in Chapters 2 and 5, LP&L's governing body or a body vested with the power to manage and operate the utility must authorize the change. In the event that LP&L determines it necessary to change its application of an existing Tariff provision under Chapter 5 of this Tariff, LP&L must notify the

designated contact of all Competitive Retailers certified to serve customers in its service territory at least 45 Business Days in advance of any proposed change in application of an existing Tariff provision taking effect.

3.6 NON-DISCRIMINATION

LP&L will discharge its responsibilities under this Access Tariff in a non-discriminatory manner not favoring or burdening any particular Competitive Retailer. LP&L will not discriminate against non-affiliated Competitive Retailers or their Retail Customers in the provision of Delivery Services that affect Competitive Retailer's Access to LP&L's Delivery System or Retail Customers. LP&L must process requests for Delivery Services in a non-discriminatory manner without regard to the affiliation of a Competitive Retailer or its Retail Customers, and consistent with Applicable Legal Authorities.

3.7 FORM AND TIMING OF NOTICE

A notice, demand or request required or authorized under this Access Tariff to be given by any party to any other party must be in writing or conveyed electronically, as specified in the section of this Access Tariff requiring such notice. Electronic notice must be given in accordance with the appropriate TX SET protocol, if a TX SET transaction exists. If a TX SET transaction does not exist, electronic notice must be provided to the authorized representative for the Competitive Retailer in accordance with Section 3.9. Written notice must either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, by certified mail, return receipt requested, postage pre-paid, to the other party. Any such notice, demand or request so delivered or mailed will be deemed to be given when so delivered or three days after mailed, unless the party asserting that such notice was provided is unable to show evidence of its delivery.

3.8 DESIGNATION OF LP&L CONTACT PERSONS FOR MATTERS RELATING TO ACCESS

LP&L will designate a person(s), either by name or title, who will serve as LP&L's contact for all matters relating to Access provided to Competitive Retailers and post such information along with the names, telephone numbers, mailing addresses and electronic mail addresses for its Access contact person(s) on its Internet website. LP&L may change its designation by providing notice to the Commission and those Competitive Retailers with Access and by updating such information on LP&L's Internet website.

3.9 INVOICING TO STATE AGENCIES

Notwithstanding any provisions in this Access Tariff with respect to when invoices become past due and imposing an increased amount if invoices are not paid within a specified time, all invoices rendered directly to a "State Agency," as that term is defined in Government Code Chapter 2251, will be due and will bear interest if overdue as provided in Chapter 2251.

3.10 GOVERNING LAWS AND REGULATIONS

Notwithstanding any provisions in this Access Tariff with respect to when invoices become past due and imposing an increased amount if invoices are not paid within a specified time, all invoices rendered directly to a "State Agency," as that term is defined in Government Code Chapter 2251, will be due and will bear interest if overdue as provided in Chapter 2251.

3.11 GOOD FAITH OBLIGATION

LP&L and Competitive Retailer will use reasonable efforts to cooperate in good faith to fulfill all duties, obligations, and rights set forth in this Access Tariff. LP&L and Competitive Retailer will negotiate in good faith concerning the details of carrying out their duties, obligations, and rights set forth in this Access Tariff.

3.12 COOPERATION IN EMERGENCIES

LP&L and Competitive Retailer must cooperate with each other, the Independent Organization and any other affected entities in the event of an emergency condition affecting the delivery of Electric Power and Energy or the safety and security of persons and property.

3.13 HEADINGS

The descriptive headings of the various sections of this Access Tariff have been inserted for convenience of reference only and will in no way define, modify, or restrict any of the terms and provisions hereof.

3.14 TAX EXEMPT STATUS

Nothing in this Tariff may impair LP&L's tax exempt status, nor will anything in this Tariff compel LP&L to use its Delivery System in a manner that violates any contractual provisions, bond covenants, or other restrictions applicable to facilities financed by tax exempt debt. If LP&L believes that its tax exempt status is threatened it must notify the Commission.

3.15 SUCCESSORS AND ASSIGNS

This Tariff will inure to the benefit of, and be binding upon, LP&L, Competitive Retailer, and Retail Customer and their respective successors and permitted assigns.

3.16 EXERCISE OF RIGHT TO CONSENT

LP&L, Competitive Retailer, or Retail Customer must not unreasonably withhold, condition, or delay giving any consent required for another party to exercise rights conferred under this Tariff that are made subject to that consent. LP&L, Competitive Retailer, or Retail Customer further must not unreasonably withhold, condition, or delay their performance of any obligation or duty imposed under this Tariff.

3.17 WAIVERS

The failure of LP&L, Competitive Retailer, or Retail Customer to insist in any one or more instances upon strict performance of any of the provisions of this Tariff, or to take advantage of any of its rights under this Tariff, must not be construed as a general waiver of any such provision or the relinquishment of any such right, but the same must continue and remain in full force and effect, except with respect to the particular instance or instances.

3.18 HOURS OF OPERATION

LP&L hours of Operation and Holidays are contained in Chapter 5.

4 CHAPTER 4: SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF LP&L BY COMPETITIVE RETAILERS

4.1 GENERAL RULES AND REGULATIONS

4.1.A APPLICABILITY OF CHAPTER

This Chapter governs the terms and conditions of Access by Competitive Retailers to the Delivery System of LP&L, whether the Competitive Retailer has entered into an Access Agreement or not. This Chapter also applies to Access by Competitive Retailers to the Delivery System of LP&L unlawfully or pursuant to unauthorized use. The provisions of this Chapter will uniformly apply to all Competitive Retailers receiving Access from LP&L.

4.1.B REQUIRED NOTICE

Notice to Competitive Retailer and LP&L provided under Section 3.7, FORM AND TIMING OF NOTICE, must be provided to the addresses specified in the Access Agreement.

4.2 LIMITS ON LIABILITY

4.2.A LIABILITY BETWEEN LP&L AND COMPETITIVE RETAILERS

This Access Tariff is not intended to limit the liability of LP&L or Competitive Retailer for damages except as expressly provided in this Access Tariff.

LP&L WILL MAKE REASONABLE PROVISIONS TO SUPPLY STEADY AND CONTINUOUS ACCESS AND DELIVERY SERVICE TO COMPETITIVE RETAILER AND RETAIL CUSTOMERS, RESPECTIVELY, BUT DOES NOT GUARANTEE ACCESS OR DELIVERY SERVICE AGAINST FLUCTUATIONS OR INTERRUPTIONS (WHETHER AS A RESULT OF NEGLIGENCE OR OTHERWISE). LP&L WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF PRODUCTION CAPACITY, OCCASIONED BY FLUCTUATIONS OR INTERRUPTIONS UNLESS IT BE SHOWN THAT LP&L HAS NOT MADE REASONABLE PROVISION TO SUPPLY STEADY AND CONTINUOUS ACCESS AND DELIVERY SERVICE, CONSISTENT WITH THE RETAIL CUSTOMER'S CLASS OF SERVICE, AND IN THE EVENT OF A FAILURE TO MAKE SUCH REASONABLE PROVISIONS, WHETHER AS A RESULT OF NEGLIGENCE OR OTHERWISE, LP&L'S LIABILITY WILL BE LIMITED TO THE COST OF NECESSARY REPAIRS OF PHYSICAL DAMAGE PROXIMATELY CAUSED BY THE SERVICE FAILURE TO THOSE ELECTRICAL DELIVERY FACILITIES OF RETAIL CUSTOMER WHICH WERE THEN EQUIPPED WITH THE PROTECTIVE SAFEGUARDS RECOMMENDED OR REQUIRED BY THE THEN CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE. LP&L WILL MAKE REASONABLE PROVISIONS TO PROVIDE CONSTRUCTION SERVICE, BUT DOES NOT GUARANTEE THE TIMELINESS OF INITIATING OR COMPLETING SUCH CONSTRUCTION SERVICE NOR THE SUITABILITY OF SUCH FACILITIES FOR RETAIL CUSTOMER'S SPECIFIC USES. LP&L WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF PRODUCTION CAPACITY, OCCASIONED BY THE FAILURE TO PROVIDE TIMELY OR SUITABLE CONSTRUCTION SERVICE. THE TERM "CONSTRUCTION SERVICE" AS USED IN THIS PARAGRAPH INCLUDES ANY AND ALL SERVICES THAT (A) ARE PROVIDED, (B) FAIL TO BE PROVIDED, OR (C) FAIL TO BE TIMELY PROVIDED BY LP&L, FROM THE TIME RETAIL CUSTOMER FIRST CONTACTS LP&L WITH RESPECT TO THE PROVISION OF ANY TYPE OF CONSTRUCTION OR DELIVERY SERVICE.

However, if damages result from failure to provide timely or suitable Construction Service or fluctuations or interruptions in Access or Delivery Service that are caused by LP&L's or Competitive Retailer's gross negligence, or intentional misconduct, this Access Tariff will not preclude recovery of appropriate damages when legally due. Nothing herein will prevent LP&L from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

4.2.B LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to LP&L, Retail Customer or other third party, regarding the design, construction, or operation of LP&L's Delivery System. Competitive Retailer will not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of LP&L's Delivery System.

4.2.C DUTY TO AVOID OR MITIGATE DAMAGES

LP&L and Competitive Retailer will use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior, under Section 4.2.A, LIABILITY BETWEEN LP&L AND COMPETITIVE RETAILERS.

4.2.D FORCE MAJEURE

NEITHER LP&L NOR COMPETITIVE RETAILER WILL BE LIABLE IN DAMAGES FOR ANY ACT OR EVENT THAT IS BEYOND SUCH PARTY'S CONTROL AND WHICH COULD NOT BE REASONABLY ANTICIPATED AND PREVENTED THROUGH THE USE OF REASONABLE MEASURES, INCLUDING, BUT NOT LIMITED TO, AN ACT OF GOD, EXTREME WEATHER, ERCOT GRID INTERRUPTIONS, ACT OF THE PUBLIC ENEMY, WAR, INSURRECTION, RIOT, FIRE, EXPLOSION, LABOR DISTURBANCE OR STRIKE, WILDLIFE, UNAVOIDABLE ACCIDENT, EQUIPMENT OR MATERIAL SHORTAGE, PANDEMIC OR EPIDEMIC, BREAKDOWN OR ACCIDENT TO MACHINERY OR EQUIPMENT, OR GOOD FAITH COMPLIANCE WITH A THEN VALID CURTAILMENT, ORDER, REGULATION OR RESTRICTION IMPOSED BY GOVERNMENTAL, MILITARY, OR LAWFULLY ESTABLISHED CIVILIAN AUTHORITIES, INCLUDING ANY ORDER OR DIRECTIVE OF THE INDEPENDENT ORGANIZATION.

4.2.E EMERGENCIES AND NECESSARY INTERRUPTIONS

LP&L's tariff for Delivery Service governs LP&L's authority to interrupt Delivery Service in the event of any emergency that poses a threat to LP&L's Delivery System or for other reasons that it deems to be necessary, including, inspection, test, repair, or changes in LP&L's Delivery System, or when such interruption will reduce or remove possible danger to life or property or will aid in the restoration of service.

LP&L may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Delivery System on the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its system or the systems to which it is directly or indirectly connected, if in its sole judgment, such action may prevent or alleviate the emergency condition. LP&L may interrupt service, when necessary, for inspection, test, repair, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

LP&L must provide advance notice to Competitive Retailer of such actions, if reasonably possible. Such notice may be provided by electronic notice to all certificated Competitive Retailers operating within LP&L's service territory with specific identification of location, time, and expected duration of the outage. If reasonably possible, LP&L must provide notice to Competitive Retailer no later than one hour after the initiation of the curtailment, interruption, or voltage reduction that occurs due to the emergency if the emergency occurs during LP&L's normal hours of operation as defined in Section 3.18. If the emergency

occurs outside LP&L's normal hours of operation, LP&L must provide notice as soon as reasonably possible under the circumstances to Competitive Retailer after the initiation of the curtailment, interruption, or voltage reduction that occurs due to the emergency. Advance notice must also be provided, if reasonably possible, to those Retail Customers for whom suspension of service could create a dangerous or life-threatening condition.

4.2.F LIMITATION OF WARRANTIES BY LP&L

LP&L MAKES NO WARRANTIES WITH REGARD TO THE PROVISION OF ACCESS, CONSTRUCTION SERVICE OR DELIVERY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2.G DUTY TO REVIEW

LP&L has a right to rely on any notice from a Competitive Retailer requesting connection, disconnection, interruption, or suspension of Delivery Service to Retail Customer, and is not responsible for monitoring or reviewing the factual basis or appropriateness of any such notice from a Competitive Retailer requesting connection, disconnection, or suspension of Delivery Service to Retail Customer.

4.3 ACCESS

4.3.A ELIGIBILITY

A Competitive Retailer is eligible for Access when:

- (1) The Competitive Retailer and LP&L have received written notice from the Independent Organization certifying the Competitive Retailer's successful completion of market testing, including receipt of the digital certificate pursuant to Applicable Legal Authorities. Market testing will be conducted in accordance with a test plan as specified by Applicable Legal Authorities. LP&L and Competitive Retailer will use best efforts to timely complete market testing;
- (2) Competitive Retailer and LP&L execute an Access Agreement, or if, LP&L has failed to execute the Access Agreement upon presentment by Competitive Retailer who has signed such Access Agreement, Competitive Retailer will be deemed eligible for Access during an interim period by filing the unexecuted Access Agreement with the Commission so that it may investigate into the reasons for such non-execution by LP&L; and
- (3) The Competitive Retailer, is registered with the municipality in whose area the REP intends to provide service, if applicable, and is not in material default with the registration requirements.

4.3.B INITIATION OF ACCESS (DELIVERY SYSTEM SERVICE CONNECTION)

For the purposes of this section, "initiation of Access" refers to the actions taken by LP&L to allow the Competitive Retailer to deliver Electric Power to LP&L's Delivery System at the Point of Supply or serve the Retail Customer. LP&L may choose whether, for purposes of Discretionary Services and Construction Services, it will communicate through the applicable Competitive Retailer, through the Retail Customer, or both. LP&L must publish on its website the process for Competitive Retailer or Retail Customer to initiate Construction Services or Discretionary Services.

4.3.B.1 INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED

- (1) The Retail Customer's electrical installation is known to be hazardous or is of such character that Delivery Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known or dangerous condition exists for as long as it exists;

- (2) The Competitive Retailer is in default under this tariff; or
- (3) The Retail Customer is in default under LP&L's Delivery Service Tariff.

4.3.B.2 INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE REQUIRED

When Construction Services are required, LP&L may determine whether it will coordinate and communicate regarding such Construction Services through the Competitive Retailer, or directly with a Retail Customer. When a Competitive Retailer requests initiation of Access that requires Construction Service prior to initiation, Competitive Retailer must contact LP&L to make arrangements for Construction Services and for establishment of an ESI ID if one is not in existence for that Delivery Point. LP&L must establish a new ESI ID and will notify the Registration Agent. The processing of Construction Service, including the establishment of an ESI ID, if one is not in existence for the Point of Delivery, and notifying the Registration Agent of the new ESI ID will be governed by the provisions of LP&L's applicable Tariffs. LP&L may contact the Retail Customer for verification of the request. LP&L must initiate Access upon completion of the Construction Service and satisfaction of each of the conditions specified in Section 4.3.B.1, INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

4.3.C REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES

By mutual agreement of LP&L and Competitive Retailer (and noted in Appendix A), a Competitive Retailer may request Discretionary Services from LP&L on behalf of the Retail Customer, or the Retail Customer may contact LP&L directly to obtain the service. If a Competitive Retailer requests Discretionary Services on behalf of the Retail Customer, such requests for Discretionary Services must include the following information:

- (1) Retail Customer contact name or Retail Customer's authorized representative contact name;
- (2) Retail Customer or authorized representative contact phone number and email;
- (3) ESI ID, if in existence;
- (4) Service address (including City and zip code) and directions to location, as needed;
- (5) Project name, if in existence;
- (6) Discretionary Services and/or Construction Services requested; and
- (7) Date requested for LP&L to perform Discretionary Services and/or Construction Services.

LP&L may contact the Retail Customer for verification of the request. Provision of the Discretionary Services requested will be in accordance with LP&L's Delivery Service Tariff.

To the extent LP&L chooses to communicate with the Competitive Retailer for Construction Services or Discretionary Services, LP&L will acknowledge receipt of Competitive Retailer's electronic service request and will notify the Competitive Retailer upon completion of the Discretionary Service Request. Such notification must include the date when the service was completed in the field. LP&L may also notify the Competitive Retailer and the Retail Customer of the estimated completion date of the discretionary services request.

4.3.D CHANGING OF DESIGNATED COMPETITIVE RETAILER

LP&L must change a Retail Customer's designated Competitive Retailer upon receiving proper notification from the Registration Agent, in accordance with LP&L's customer protection rules and the protocols developed by the Independent Organization, unless the new Competitive Retailer is in default under this Access Tariff. Competitive Retailer may request a Meter Reading for the purpose of a self-selected switch subject to charges and timeframes specified in Chapter 5. LP&L will honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that LP&L has received the request within the timeframes established in Applicable Legal Authorities. LP&L will

release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

4.3.E SWITCHING FEE

LP&L will not charge Competitive Retailer for a change of designation of a Retail Customer's Competitive Retailer.

4.3.F IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

The establishment, assignment, and maintenance of ESI IDs will be as determined by Applicable Legal Authorities. In addition, LP&L will:

- (1) Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
- (2) Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID will be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary Meter has been used for the same Premises for which the permanent Meter will be used, the same ESI ID may be used for temporary and permanent service;
- (3) Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
- (4) Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
- (5) Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. When there are two or more ESI IDs for the same service address, the service address will include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which LP&L's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, LP&L will bill actual Demand of the existing Retail Customer, subject to provisions in LP&L's Delivery Service Tariff, Chapter 5 herein, and Applicable Legal Authorities.

4.3.G PROVISION OF DATA BY COMPETITIVE RETAILER TO LP&L

Competitive Retailer will timely supply to LP&L all data, materials, or other information specified in this Access Tariff, including current customer names, telephone number, and mailing address in connection with LP&L's provision of Access to Competitive Retailer for that Retail Customer, if required. Such information will be used only for LP&L operations and will be subject to the provisions P.U.C. SUBST. R. 25.275, Code of Conduct for Municipally Owned Utilities and Electric Cooperatives Engaged in Competitive Activities, if applicable.

4.3.H SUSPENSION OF ACCESS

4.3.H.1 SUSPENSIONS WITHOUT PRIOR NOTICE FOR EMERGENCIES OR NECESSARY INTERRUPTIONS

LP&L may without prior notice intentionally suspend Access to a Competitive Retailer in connection with suspending Delivery Service to the Competitive Retailer's Retail Customer where a known or dangerous condition exists, for the duration of the dangerous condition, or for an emergency arising anywhere on LP&L's Delivery System, which poses a threat to the Delivery System. Any suspension of Delivery must be done in accordance with LP&L's Delivery Service Tariff. LP&L must notify, as soon as practically possible, the affected Retail Customer's Competitive Retailer of suspensions for the above reason.

Such notice may be made by electronic notice to all Competitive Retailers operating in LP&L's service area with specific identification of location, time, and expected duration of outage.

Competitive Retailer must convey any notice received by Retail Customer to LP&L that suspension or interruption of service of Retail Customer will create a dangerous or life-threatening condition on Retail Customer's Premises.

LP&L may also suspend Access without prior notice when such suspension is authorized by Applicable Legal Authorities.

Nothing in this section is intended to take precedence over timely restoration of service.

4.3.H.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

If LP&L suspends Access in connection with suspending Delivery Service other than as provided for an emergency under Section 4.3.H.1, SUSPENSIONS WITHOUT PRIOR NOTICE FOR EMERGENCIES OR NECESSARY INTERRUPTIONS, LP&L must provide electronic notice of the suspension of Access, specifically identifying the location, time, cause, and expected duration of the suspension.

LP&L must perform all suspensions or disconnects in accordance with its Delivery Service Tariff.

LP&L may suspend Access in connection with suspending Delivery Service in accordance with LP&L's Delivery Service Tariff:

- (1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with LP&L's Meter or equipment or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of LP&L's Delivery Service Tariff in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (3) Upon Retail Customer's failure to comply with the terms of any written agreement made between LP&L and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by LP&L directly to Retail Customer after a reasonable opportunity has been provided to remedy the failure;
- (4) For Retail Customer's failure to provide LP&L with reasonable access to LP&L's facilities located on Retail Customer's Premises after a reasonable notice has been provided of the need for access to the facilities; or
- (5) Upon LP&L's receipt of a notice requiring such action, in the form and from the party specified by Applicable Legal Authorities. LP&L will not be responsible for monitoring or reviewing the appropriateness of any such notice.

LP&L must provide electronic notice of the suspension of Access, specifically identifying the time, cause, and expected duration of the suspension.

4.3.I RESTORATION OF ACCESS

LP&L will restore Access to the Competitive Retailer as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection, consistent with LP&L's Delivery Service Tariffs, and provide notice of restoration of Access as soon as practically possible.

4.3.J DISCONNECTION OF SERVICE REQUESTED BY COMPETITIVE RETAILER TO RETAIL CUSTOMER'S FACILITIES

At the request of Competitive Retailer, for Retail Customer related construction, alteration, or other temporary clearance requirement, and in accordance with LP&L's Delivery Service Tariff, LP&L must disconnect Retail Customer's facilities on the date requested by Competitive Retailer, provided such request is made at least three Business Days prior to the requested date for disconnection.

In the event Competitive Retailer no longer desires to provide Electric Power and Energy Access to a Retail Customer at the Retail Customer's Premises, Competitive Retailer must notify the Registration agent of the date the Competitive Retailer desires LP&L to discontinue Access to a particular Point of Delivery. Competitive Retailer may request disconnection for non-payment by Retail Customer as authorized by the commission's Customer Protection Rules except when the Competitive Retailer is the affiliate of LP&L, in which case LP&L's customer protection rules apply. LP&L must disconnect and reconnect Retail Customer's Premises upon receipt of request for disconnection or reconnection by a Competitive Retailer authorized to do so.

Only personnel authorized by LP&L are permitted to make, energize, or de-energize connections between LP&L's facilities and Retail Customer's Electrical Installation.

LP&L will not be responsible for monitoring or reviewing the appropriateness of any notice from a Competitive Retailer requesting suspension, connection, or disconnection of Delivery Service to Retail Customer.

4.3.K EXTREME WEATHER

When LP&L discontinues performing disconnections for non-payment due to an extreme weather emergency, LP&L must provide notice to Competitive Retailers as soon as reasonably possible in accordance with Section 3.7, FORM AND TIMING OF NOTICE.

4.3.L CRITICAL CARE AND CRITICAL LOAD CUSTOMERS

LP&L and Competitive Retailer will, by mutual consent, establish procedures to enable LP&L and Competitive Retailer to comply with all requirements established in Applicable Legal Authorities related to critical care and critical load customer designations.

4.4 BILLING AND REMITTANCE

In accordance with Applicable Legal Authorities, Retail Customer or LP&L may have the option for the Retail Customer to (1) receive a single bill that contains both the Delivery Service charges and the Electric Power and Energy charges; or (2) receive two bills, one for Delivery Service charges and one for Electric Power and Energy charges. In the event that the entity provided with this option fails to select either separate billing or consolidated billing, a consolidated bill will be provided.

If a consolidated bill is to be provided, LP&L at its option may allow each Competitive Retailer to provide a consolidated bill to its Retail Customers. If LP&L has chosen this option, it must do so in a non-discriminatory manner in accordance with 4.4.C. CONSOLIDATED BILLING BY COMPETITIVE RETAILER.

LP&L may bill Retail Customers directly for all services it provides to its Retail Customers. Nothing in this Tariff is intended to prohibit LP&L from contracting with a third party, including a Competitive Retailer, to perform billing services and functions on its behalf, including in the instance of separate bills, as provided above. Any third-party performing billing on behalf of the LP&L is subject to the billing provisions in this Tariff and billing responsibilities set out in the LP&L's Tariff for Delivery Services, to the same extent as the LP&L.

4.4.A CONSOLIDATED BILLING BY LP&L

When a Retail Customer receives a consolidated bill from LP&L, LP&L may assess a fee to Competitive Retailer for billing services, which will cover the preparation and delivery of reports specified in this chapter.

LP&L must at the Competitive Retailer's request provide the Competitive Retailer with an electronic copy of the entirety of each bill containing the Competitive Retailer's Electric Power and Energy charges within one Business Day of receipt of request. The LP&L, in lieu of an electronic copy of the bill may provide access to a database containing all billing information presented on the bill in an electronically accessible format.

LP&L must provide to the Competitive Retailer its schedule for Meter Reading and bill due dates for the Competitive Retailer's Retail Customers. This schedule will be provided yearly for the coming year. At such time a Competitive Retailer gains a new Retail Customer, LP&L must inform the Competitive Retailer of the Retail Customer's Meter Reading dates and bill due dates for the remainder of the year. If the schedule is altered, LP&L must notify Competitive Retailer at least 20 days prior to the altered date.

4.4.A.1 BILLING BY LP&L TO RETAIL CUSTOMERS FOR DELIVERY SERVICES

Calculation of charges, transmittal of the invoices, error corrections, dispute resolution and all other aspects of the billing for Delivery Services by LP&L to Retail Customer will be performed in accordance with LP&L's Delivery Service Tariff.

4.4.A.2 CALCULATION AND TRANSMITTAL OF ELECTRIC POWER AND ENERGY CHARGES BY COMPETITIVE RETAILER

In order for LP&L to prepare a consolidated bill for Retail Customers who receive a consolidated bill from LP&L for all services, Competitive Retailer will calculate charges for Electric Power and Energy and must transmit the charges to LP&L by means of an electronic pre-bill statement for each Retail Customer's total charges within three Business Days from receipt of Meter Reading data. Electronic pre-bill statements must be transmitted using the appropriate SET transaction and will be consistent with the terms and conditions of this Access Tariff. LP&L must validate or reject the pre-bill statement using the appropriate rejection code within 48 hours of the first Business Day following receipt. Competitive Retailer must correct any Competitive Retailer errors that lead to a rejection. Transactions that are neither validated nor rejected within 48 hours will be deemed valid. Electronic pre-bill statements transmitted after 5:00 P.M. Central Prevailing Time will be considered transmitted on the next Business Day.

4.4.A.3 PRE-BILL STATEMENT CORRECTIONS

Pre-bill statements will be subject to adjustment for errors including, but not limited to, arithmetic errors, computational errors, and Meter Reading errors.

4.4.A.4 BILLING CYCLE

Unless otherwise stated in LP&L's Delivery Service Tariff or as provided in Section 4.8.A.3, METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING, invoiced charges will be based on a cycle of approximately one month. If LP&L decides to alter the billing cycle for any Retail Customer, LP&L agrees that it must notify the Retail Customer's Competitive Retailer at least 30 days prior to such billing cycle change. If LP&L has not received the pre-bill statement from the Competitive Retailer within the time period specified in Section 4.4.A.2, CALCULATION AND TRANSMITTAL OF ELECTRIC POWER AND ENERGY CHARGES BY COMPETITIVE RETAILER, LP&L may send out its bills to Retail Customer without the Electric Power and Energy charges.

4.4.A.5 REMITTANCE FOR UTILITY CONSOLIDATED BILLING

4.4.A.5.1 Upon receipt of payment from Retail Customer for Electric Power and Energy

service billed by LP&L on behalf of Competitive Retailer, LP&L will remit payment to Competitive Retailer within five Business Days of the due date of the Retail Customer's bill, or if customer has paid after the due date, five days after LP&L has received payment. LP&L may remit payment by electronic funds transfer (EFT), utilizing the Electronic Data Interchange (EDI) Standard to a bank designated by the Competitive Retailer. LP&L may also pay by wire transfer (WT) or check. Payment will be considered received on the date Competitive Retailer's bank receives the EFT or WT or three days from the date the check is properly addressed and placed in the US mail. No extension of time will be given if LP&L has contracted its billing or collections functions to a third party.

- 4.4.A.5.2** On the same day LP&L remits payment, LP&L must provide a collection report to Competitive Retailer that includes information about amounts billed and received for Electric Power and Energy for each Retail Customer for which payment is remitted, listed by ESI ID.

4.4.A.6 NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER

LP&L will not be responsible for non-payment for Electric Power and Energy billed by LP&L to Retail Customers on behalf of Competitive Retailer. If LP&L receives partial payment from Retail Customers, LP&L will apply proceeds first to outstanding balances due to LP&L, next to the billing service fee specified in Section 4.4.AA, CONSOLIDATED BILLING BY LP&L, and then to outstanding balances for Electric Power and Energy billed to Retail Customer on behalf of Competitive Retailer.

4.4.A.7 RETAIL CUSTOMER BILLING INQUIRIES

When LP&L receives an inquiry from a Retail Customer concerning the Electric Power and Energy portion of the Retail Customer's bill, LP&L will direct the Retail Customer to contact the person(s) designated by the Competitive Retailer to handle billing inquiries.

4.4.B SEPARATE BILLS

If a Retail Customer specifically elects to receive two separate bills, separate invoices will be submitted to the Retail Customer by LP&L, or its third party contractor, and Competitive Retailer.

4.4.C CONSOLIDATED BILLING BY COMPETITIVE RETAILER

If LP&L chooses to allow Competitive Retailer to prepare a consolidated bill, Competitive Retailer will act as a billing agent for LP&L in the processing of such bill. The income derived from any services billed by Competitive Retailer on LP&L's behalf including, but not limited to Delivery Service, will be deemed to have come from the Retail Customer, not the Competitive Retailer.

4.4.C.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES BY LP&L

Not later than three Business Days after the scheduled date of a Meter Read for a Point of Delivery, LP&L must transmit an electronic invoice for LP&L's total Delivery System charges based on its Delivery Service Tariff associated with the Point of Delivery supplied with Electric Power and Energy by the Competitive Retailer. LP&L will separately identify the Delivery System charges and billing determinants on the electronic invoice, to the extent that the transaction allows them to be reported, for each Point of Delivery served by a Competitive Retailer. LP&L must provide information on any Billing Determinants not provided on the electronic transaction to Competitive Retailer upon request, within two Business Days from the receipt of the request, and applicable fees may apply. The start and end dates for the billing period contained on the invoice will match the start and end dates of the Meter Reading for the Premises.

Charges for all services other than Delivery Service provided to a particular Point of Delivery, will be separately identified on the invoice.

Electronic invoices must be transmitted using the appropriate SET transaction and be consistent with the terms and conditions of this Access Tariff. The Competitive Retailer must acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET transaction within 24 hours of the first Business Day following receipt of the invoice. If LP&L receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, LP&L must correct any LP&L errors that lead to a rejection and re-issue the transaction within two Business Days of receipt of the negative acknowledgement. Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer will have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules.

However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer must allow four Business Days to receive the response. If the Competitive Retailer has still not received the response transaction, the Competitive Retailer will not reject the invoice, but will utilize an approved market process to resolve the issue.

Additionally, a Competitive Retailer will not reject an invoice, claiming it is not a Valid Invoice, outside the timelines specified in this subsection, or without supplying appropriate rejection reasons in accordance with TX SET Implementation Guides and Commission Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.D.7, INVOICE DISPUTES, but not reject it. Construction Service charges must be invoiced to the entity requesting such service. If Competitive

Retailer has requested such a service, LP&L must include the Construction Service Charge associated with that service as a separately identified item on the invoice provided under Section 4.4.C.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES BY LP&L.

The income derived from Construction Service Charges will be deemed to have come from the Retail Customer whether the service is requested directly by the Retail Customer or indirectly through a Competitive Retailer.

4.4.C.2 INVOICE CORRECTIONS

Invoices will be subject to adjustment for errors, including, but not limited to arithmetic errors, computational errors, Meter inaccuracies and Meter Reading errors. LP&L will cancel and re-bill the original invoice that was incorrect and apply any payments made to the re-billed invoice. If it is determined that LP&L over-billed for Delivery charges, LP&L will make adjustment(s) associated with the Point of Delivery for the entire period of over-billing. If it is determined that LP&L under-billed for Delivery charges, LP&L may not issue an invoice for under-billings for adjustments more than 150 days after the date the original invoice was issued or should have been issued.

All invoices with estimations must be true-up within 150 days of the estimation. If LP&L does not true-up an under-billing within 150 days, LP&L may not bill for the difference it has under-billed.

LP&L must render a corrected invoice within seven days of the date of resolution of the error unless otherwise prohibited by this section. LP&L must provide notice to an affected Competitive Retailer under Section 3.7, FORM AND TIMING OF NOTICE, at least one Business Day before the rendition.

Disputes about invoice corrections will be governed by Section 4.9, DISPUTE RESOLUTION PROCEDURES.

4.4.C.3 BILLING CYCLE

Unless otherwise stated in the applicable Rate Schedule or as provided in Section 4.8.A.3, METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING, invoiced charges will be based on a cycle of approximately one month.

The Competitive Retailer will have the right to request a one-time adjustment to a Retail Customer's Meter Reading/Billing Cycle. The Competitive Retailer must select another LP&L defined Meter Reading schedule, if available for that account, unless the Retail Customer has remote Meter Reading capability, in which case the Competitive Retailer has the right to arrange for any Meter Reading/Billing Cycle. LP&L must notify Competitive Retailer of any permanent changes in billing cycle or Meter Reading Schedules. Notification must be provided in accordance with appropriate TX SET protocol. LP&L's Meter Reading Schedules will be made available on LP&L's website for the next year by December 15. LP&L must provide 60 days' notice for any changes in the Meter Reading Schedule.

4.4.D REMITTANCE OF INVOICED CHARGES

Payments for all charges except Discretionary Service Charges invoiced to Competitive Retailer will be due 35 calendar days following LP&L transmittal of a valid invoice. The preceding 35 calendar day payment provision will not apply to invoices that have been rejected using Applicable Legal Authorities.

Disputed invoiced amounts will be governed by Section 4.4.D.3, INVOICE DISPUTES. Payments are due without regard to whether or when the Competitive Retailer receives payment from its Retail Customer(s). However, the income derived from Delivery Service charges is deemed to have come from the Retail Customer, not the Competitive Retailer.

LP&L must specify the due date on the invoice, and the due date must be the 35th calendar day after the transmittal date of the valid invoice, unless the 35th day falls on a weekend or Banking Holiday, in which case the due date will be the following Business Day. Electronic invoices transmitted after 3:00 P.M. will be considered transmitted on the following Business Day.

Competitive Retailer must pay the invoice by electronic funds transfer (EFT) utilizing the electronic data interchange (EDI) standard to a bank designated by LP&L. Competitive Retailer may also pay by wire transfer (WT) accommodated with the appropriate TX SET transaction. Payment will be considered received on the date LP&L's bank receives the EFT or WT and the appropriate remittance advice is received by LP&L in accordance with the requirements specified by Applicable Legal Authorities.

4.4.D.1 DELINQUENT PAYMENTS

Payments for Delivery charges invoiced to Competitive Retailer will be considered delinquent if not received by 5:00 P.M. Central Prevailing Time of the due date stated on the valid invoice. Delinquent payments will be subject to a one-time late fee of 5.0% of the delinquent balance existing on the day after the due date stated on the validated invoice. Competitive Retailer will be considered in default only after a ten calendar day grace period has passed without the Competitive Retailer fully paying the delinquent balance. Upon delinquency of Competitive Retailer, LP&L must provide notice to Competitive Retailer stating that Competitive Retailer is delinquent and will be in default if payment is not received within ten calendar days. If the amount of the penalty is the sole remaining past-due amount after the ten calendar day grace period, the Competitive Retailer will not be considered to be in default unless the penalty remains unpaid for an additional 30 calendar days from receipt of the notice.

4.4.D.2 PARTIAL PAYMENTS

Unless the partial payment is made due to a dispute, partial payments will be applied pro-rata to all separately stated charges.

4.4.D.3 INVOICE DISPUTES

Competitive Retailer will pay all undisputed portions of an invoice within the remittance timeframes of Section 4.4.D, REMITTANCE OF INVOICED CHARGES, unless otherwise agreed to by LP&L and Competitive Retailer. Competitive Retailer may refuse to pay the disputed amount. If a Competitive Retailer disputes all or a portion of an invoice, the Competitive Retailer must provide written notice to LP&L of the dispute and must include in the notice, at a minimum, an explanation of the disputed portion of the invoice, the basis of the dispute, and a proposed resolution. Upon notice of a disputed invoice, LP&L will investigate and report the results of the investigation within ten Business Days. Invoice disputes will be addressed promptly, and in the event the dispute is not resolved, the parties must resort to the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES. If LP&L does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice will be deemed conclusive and binding.

Upon resolution of the dispute, the appropriate adjustments will be reflected on the first subsequent invoice after resolution. If the Competitive Retailer has remitted amounts found to be improperly invoiced, LP&L will pay interest on such amounts from the due date on the invoice at the interest rate set in accordance with Tex. Gov't Code Chapter 2251, or other Applicable Legal Authority. If the dispute is resolved in favor of the LP&L, LP&L will not hold Competitive Retailer in default for non-payment of the original invoice based on the original due date. The invoice will be due within one Business Day of resolution of the dispute.

LP&L may dispute the reason for which a Competitive Retailer rejects an invoice. LP&L must provide written notice of the dispute to the Competitive Retailer's designated contact and must include in the notice, at a minimum, an explanation of the disputed rejection, the basis of the dispute and a proposed resolution.

Upon notice of a dispute, the responding party will investigate and respond in writing to the disputing party within ten Business Days of transmittal of the notice. Such response must include a proposed resolution. Within 20 Business Days of the response, either party may initiate the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES. If LP&L does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice will be deemed conclusive and binding. Upon resolution of the dispute, the appropriate adjustments will be reflected on the first subsequent invoice after resolution. If the Competitive Retailer has remitted amounts found to be improperly invoiced, LP&L will pay interest on such amounts from the date payment was received by LP&L until the date of refund of such amounts at the interest rate set in accordance with Texas Gov't Code Chapter 2251, or other Applicable Legal Authority. If the Competitive Retailer has been found to have withheld amounts properly invoiced, Competitive Retailer will pay interest on the disputed amount from the due date on the invoice at the interest rate set in accordance with Texas Gov't Code Chapter 2251, or other Applicable Legal Authority. If the dispute is resolved in favor of the LP&L, LP&L will not hold Competitive Retailer in default for non-payment of the original invoice based on the original due date. The invoice will be due within three Business Days of resolution of the dispute. A Competitive Retailer must not dispute a methodology used to estimate a Meter Reading if the estimation methodology has been approved by the governing body.

4.4.D.4 RETAIL CUSTOMER BILLING INQUIRIES

When Competitive Retailer receives an inquiry from a Retail Customer concerning the Retail Customer's consolidated bill in connection with an inquiry relating to charges for Delivery Service, the Competitive Retailer may respond to the inquiry, forward the call to LP&L, if that option is

available, or direct the Retail Customer to contact the persons designated by the LP&L to handle billing inquiries.

4.4.D.5 SUCCESSOR COMPETITIVE RETAILER

A Competitive Retailer will not be obligated to pay the delinquent balance of another Competitive Retailer as a condition of providing service to Retail Customers. The prior Competitive Retailer, however, will in no case be relieved of any previously invoiced unpaid charges including but not limited to late fees incurred in the use of LP&L's Delivery System.

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS

4.5.A DEPOSIT REQUIREMENTS FOR CONSOLIDATED BILLING BY LP&L

If consolidated billing is performed by LP&L, the Competitive Retailer will not require deposits to secure remittance of payments by Retail Customers for Electric Power and Energy from LP&L unless LP&L has defaulted under Section 4.6.B.1, DEFAULT OF LP&L RELATED TO FAILURE TO REMIT PAYMENTS DUE UNDER THIS TARIFF OR MAINTAIN REQUIRED SECURITY, within the past 24 months. If LP&L has defaulted under that section within the past 24 months, Competitive Retailer may require such deposit from LP&L for payments LP&L has received from Retail Customers for Electric Power and Energy billed under this Access Tariff.

4.5.B DEPOSIT REQUIREMENTS FOR CONSOLIDATED BILLING BY COMPETITIVE RETAILER

LP&L will not require deposits for a Competitive Retailer that has not defaulted under Section 4.6.C.2, DEFAULT AND REMEDIES RELATED TO COMPETITIVE RETAILER'S FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY within the last 24 months. If a Competitive Retailer has defaulted under Section 4.6, DELINQUENCY, DEFAULT AND REMEDIES ON DEFAULT within the past 24 months, LP&L may require the Competitive Retailer to provide a deposit as security for payments of amounts billed under this Access Tariff.

4.5.C SIZE OF DEPOSIT

For LP&L, deposits must be equal to one-sixth of the estimated annual amount to be received from Retail Customers by LP&L for Electric Power and Energy supplied by Competitive Retailer.

For Competitive Retailer, deposits must be equal to one-sixth of the estimated annual amount of Delivery Service charges to be billed under this Tariff by Competitive Retailer, on behalf of LP&L.

The computation of the size of a required deposit will be mutually agreed upon by LP&L and the Competitive Retailer. The amount of deposit will be adjusted, if necessary, during the first month of each calendar quarter to ensure that the deposit accurately reflects the required amount.

4.5.D FORM OF DEPOSIT

Deposits under this section must be in the form of cash held by a third-party escrow, surety bond, letter of credit, affiliate guaranty, or any combination thereof, at the billing party's option. The non-billing party will be the beneficiary of any affiliate guaranty, surety bond or letter of credit. Providers of affiliate guaranty, surety bonds or letters of credit must have and maintain long-term unsecured credit ratings of not less than "BBB-" or "Baa3" (or equivalent) from Standard and Poor's or Moody's Investor Service, respectively. Other forms of security may be mutually agreed to by LP&L and Competitive Retailer provided that terms are offered on a non-discriminatory basis. Within ten Business Days of the quarterly review in Section 4.5.C, SIZE OF DEPOSIT, the billing party will remit additional cash in escrow or replacement affiliate guaranty, surety bonds or letters of credit, as applicable, in the amount determined pursuant to the review.

4.5.E INTEREST

Cash deposits will accrue interest payable to the billing party. Interest accrued must be paid to the billing party in connection with the quarterly review under Section 4.5.C, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. The rates of interest to be paid will be in accordance with the Texas Utilities Code Chapter 183, or other Applicable Legal Authority.

4.5.F HISTORICAL DEPOSIT INFORMATION

Parties must maintain adequate records of deposits. Records of each unclaimed deposit must be maintained for at least four years, during which time LP&L will make reasonable efforts to return the deposit and any accrued interest.

4.5.G REFUND OF DEPOSIT

Cash deposits in third-party escrow, plus any accrued interest, will be returned to the billing party after deduction of all charges and other debts that the billing party owes the non-billing party, including any applicable late fees, when:

- (1) Competitive Retailer ceases operations within LP&L's service territory;
- (2) Other arrangements are made for satisfaction of deposit requirements; or
- (3) Twenty-four months have elapsed without the billing party defaulting on any payment obligations to the non-billing party.

All unclaimed deposits will be held by LP&L for four years from the date the Competitive Retailer ceases operations in the LP&L's service territory.

4.6 DELINQUENCY, DEFAULT AND REMEDIES ON DEFAULT

4.6.A LP&L DELINQUENCY AND DEFAULT

LP&L will be considered to be delinquent if LP&L:

- (1) Fails to remit payment for Electric Power and Energy received from Retail Customers to the Competitive Retailer under Sections 4.4.A.5, REMITTANCE, and 4.4.A.6, NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER;
- (2) Fails to satisfy any material obligation under this tariff, including fulfilling the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS; or
- (3) Fails to provide Meter Reading data to Competitive Retailer in accordance with Section 4.8.A, DATA FROM METER READING.

4.6.B DEFAULT AND REMEDIES ON DEFAULT OF LP&L

4.6.B.1 DEFAULT OF LP&L RELATED TO FAILURE TO REMIT PAYMENTS DUE UNDER THIS TARIFF OR MAINTAIN REQUIRED SECURITY

Upon LP&L's delinquency related to failure to remit Electric Power and Energy payments, in accordance with Sections 4.4.A.5 REMITTANCE, and 4.4.A.6, NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER, Competitive Retailer must provide notice of delinquency to LP&L of same. LP&L will have ten Business Days to cure the delinquency. Upon LP&L's failure to cure the delinquency, LP&L will be in default, and Competitive Retailer may pursue any or all of the following remedies:

- (1) Apply delinquent balances to LP&L's third-party escrow deposit, if any, and any accrued interest to delinquent balances, or seek recourse against any letter of credit or surety bond

for the amount of delinquent charges due to Competitive Retailer, including any penalties or interest;

- (2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest; or
- (3) Implement other mutually suitable and agreeable arrangements with LP&L, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis.

4.6.B.2 DEFAULT OF LP&L RELATED TO FAILURE TO PROVIDE METER READING DATA

Upon delinquency related to failure of LP&L to provide Meter Reading data in accordance with Section 4.8.A, DATA FROM METER READING, Competitive Retailer may provide notice of delinquency to LP&L. LP&L will have ten Business Days to cure the delinquency by providing the data, starting from the date notice is received by LP&L. Upon failure to cure the delinquency, LP&L will be in default, and Competitive Retailer may pursue any or all of the following remedies:

- (1) Based on the Competitive Retailer's historic usage data for a Retail Customer, use estimated usage information for that billing cycle to calculate charges to a Retail Customer for Electric Power and Energy provided by the Competitive Retailer; or
- (2) Avail itself of any other legal remedies that may be appropriate.

4.6.C DEFAULT OF LP&L RELATED TO FAILURE TO PROVIDE METER READING DATA

4.6.C.1 COMPETITIVE RETAILER DELINQUENCY

A Competitive Retailer will be considered to be delinquent if Competitive Retailer:

- (1) Fails to remit to LP&L any payments due under this Access Tariff;
- (2) Provides consolidated billing and fails to remit payment to LP&L within the ten-calendar day grace period allowed under Section 4.4.D.5, DELINQUENT PAYMENTS;
- (3) Fails to satisfy any material obligation under this Access Tariff including, but not limited to failure to, fulfill the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS;
- (4) Fails to comply with the requirements of the applicable municipal certification; or
- (5) Is no longer certified as a Retail Electric Provider.

4.6.C.2 DEFAULT AND REMEDIES RELATED TO COMPETITIVE RETAILER'S FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY

Upon Competitive Retailer's delinquency related to its failure to remit payments due under this Access Tariff, maintain its certification, or maintain required security, LP&L must provide notice of delinquency to Competitive Retailer of the same. Competitive Retailer will have ten Business Days to cure the delinquency. Upon failure to cure the delinquency the Competitive Retailer will be in default. LP&L may pursue any or all of the following remedies:

- (1) Apply to delinquent balances to Competitive Retailer's deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to LP&L, including any penalties or interest;
- (2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated fees, including any penalties or interest;
- (3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (4) Notify the Commission that the Competitive Retailer is in default and request suspension or revocation of the Competitive Retailer's certificate; or
- (5) Require the Competitive Retailer to do one of the following:

- (A) Transfer the billing and collection responsibility for all Delivery charges to LP&L, if LP&L consents;
- (B) Immediately arrange for all future remittances from Retail Customers to be paid into a lock-box controlled by LP&L or the financial mechanism/account designated by LP&L. Amounts collected must first be applied to amounts due LP&L, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer will bear all costs of such mechanism; or
- (C) Immediately arrange for the Competitive Retailer's customers to be served by another qualified Competitive Retailer or the Provider of Last Resort.

If LP&L chooses option (5), the Competitive Retailer must choose and notify LP&L as to which option under (5) it will implement but, if the Competitive Retailer fails to immediately implement one of the options, LP&L will immediately implement option (A) or (B). A Competitive Retailer choosing option (A) or (C) must provide all needed customer information to the entity assuming collection responsibilities within three Business Days so that it can bill Competitive Retailer's Retail Customers.

4.6.C.3 DEFAULT RELATED TO COMPETITIVE RETAILER'S FAILURE TO SATISFY MATERIAL OBLIGATIONS UNDER ACCESS TARIFF

Upon failure of Competitive Retailer to satisfy material obligations under this Tariff, LP&L must provide notice of delinquency to Competitive Retailer, explaining the reason(s) for delinquency. Competitive Retailer will have ten Business days to cure such reasons for delinquency. If the Competitive Retailer fails to cure the delinquency within ten business days, the Competitive Retailer will be considered to be in default and LP&L may pursue any or all of the following:

- (1) Implement mutually suitable and agreeable arrangements with Competitive Retailer provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis; or
- (2) Notify the Commission that the Competitive Retailer is in default and that certification should be suspended or canceled.

4.6.C.4 DEFAULT RELATED TO DE-CERTIFICATION OF A COMPETITIVE RETAILER AS A RETAIL ELECTRIC PROVIDER OR LOSS OF MUNICIPAL REGISTRATION

Upon loss of Commission certification as a Retail Electric Provider, Competitive Retailer must abide by P.U.C. SUBST. R. 25.107, *Certification of Retail Electric Providers (REPs)*, with respect to notice and transfer of Retail Customers to another qualified Competitive Retailer(s) or the applicable Provider(s) of Last Resort (POLR). In the event that the Competitive Retailer fails to abide by this rule, the Commission will instruct the Registration Agent to immediately transfer the customers to the POLR(s).

Upon Competitive Retailer's failure to comply with the registration requirements of a municipality, the municipality must provide notice of the failure to comply with the registration requirements to Competitive Retailer. Unless otherwise provided in the registration requirements of the municipality, Competitive Retailer will have ten Business Days to cure the noncompliance unless the municipality at its option agrees to extend the amount of time. Upon failure to cure the noncompliance, Competitive Retailer will be in default, and Competitive Retailer must abide by the procedures provided in the registration requirements of the municipality with respect to notice and transfer of affected Retail Customers to other qualified Competitive Retailer(s) or the POLR(s). In the event that the Competitive Retailer fails to abide by these procedures, the municipality must instruct the Registration Agent to immediately transfer the affected customers to the POLR(s). If the municipality has not adopted such procedures, the Competitive Retailer will abide by the procedures in P.U.C. SUBST. R. 25.107.

4.6.C.5 CURE OF DEFAULT

Upon payment of all past due amounts and associated penalties and late fees, establishment of any

security required under Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS, and cure of any failure to abide by the provisions of this Tariff, Competitive Retailer will no longer be considered in default and will not be required to comply with the provisions in Section 4.6, DELINQUENCY, DEFAULT AND REMEDIES ON DEFAULT.

4.7 MEASUREMENT AND METERING OF SERVICE

4.7.A MEASUREMENT

Charges for Electric Power and Energy are calculated using measurements obtained from LP&L-owned, LP&L-installed and LP&L-read Metering Equipment, estimation, or otherwise as defined in LP&L Delivery Service Tariff.

Electric Meter services will be performed by LP&L. LP&L will provide metering services in accordance with its Delivery Service Tariff, Applicable Legal Authorities, and all standards and protocols adopted by the Independent Organization.

If Access is provided to Competitive Retailer whose Retail Customer takes Delivery Service at primary distribution or transmission voltage, LP&L may meter on the low side of Retail Customer's transformers and adjust measurements to account for losses occurring between the Point of Delivery and point of measurement.

4.7.B METER READING

LP&L is responsible for reading LP&L's Meter on a monthly basis in accordance with the published Meter Reading Schedule. LP&L must make a reasonable effort to complete an Actual Meter Reading. LP&L must obtain an Actual Meter Reading within two Business Days of the date published in the Meter Reading Schedule, except as otherwise provided herein, and will submit the Data from the Meter Reading to the Registration Agent within three Business Days of the Scheduled Meter Reading Date. If an actual Meter Reading is not obtained, LP&L will estimate the Meter Reading for invoicing purposes in accordance with the applicable protocols of an Independent Organization, this chapter, the Rates in Chapter 5 and Applicable Legal Authorities. Unless otherwise provided in this section or in the Rate Schedule, a Meter Reading must not be estimated more than three times consecutively. LP&L will establish validation procedures that prohibit zero usage and extreme value Meter Readings unless good reason exists for the readings. LP&L must ensure that invoices and Meter Reading transactions with zero usage or usage with extreme and unlikely values are not issued to Competitive Retailer or Retail Customer unless LP&L has good reason to believe that the value is correct.

In any month where the Meter Reading fails the validation process, LP&L must perform a second Meter Reading, subject to applicable costs, if any, from Chapter 5.

4.7.B.1 DENIAL OF ACCESS BY RETAIL CUSTOMER

If in any month Retail Customer prohibits LP&L access to read the Meter (due to Premises being locked, presence of a threatening animal, physical threats to LP&L, or other similar reason), LP&L must attempt communication with the customer, either through direct conversation, phone call, or by providing the Retail Customer a door hanger requesting access the following month, and informing the Retail Customer of the consequences for continuing to fail to provide access. If LP&L does not choose the door hanger option or there is no door on which to leave a door hanger, LP&L may leave the door hanger at a point of ingress. If no point of ingress is available, LP&L may choose not to leave the door hanger and must notify Competitive Retailer of the inability to leave the door hanger.

LP&L must inform Competitive Retailer that LP&L was unable to gain access and the reason that LP&L was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer and inform Competitive Retailer of the number of consecutive months LP&L has been denied access by the Retail Customer. If the Competitive Retailer is notified that a Retail Customer denied LP&L access to read the Meter, Competitive Retailer must contact the Retail

Customer to request access for LP&L the following month and inform the Retail Customer of the consequences for continuing to fail to provide access. Competitive Retailer contact may be either by mail, telephone or door-to-door contact.

After three consecutive months of denial of access by the Retail Customer to LP&L to read the Meter, the Retail Customer has the following options: a) Disconnection of service; b) Relocation of the Meter to make Meter accessible at the Retail Customer's expense or c) If available in LP&L's Service Area, installation of a remotely read Meter, at the Retail Customer's expense and billed directly by LP&L to Competitive Retailer. If Retail Customer does not choose an option, the LP&L will choose the option on behalf of the Retail Customer. [LP&L may continue to perform Estimated Meter Reading for an additional 60 days in order to implement one of the options.

4.7.B.2 ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER

LP&L must not perform Estimated Meter Reading for more than three consecutive Scheduled Meter Reading Dates for Retail Customer's Premises when Retail Customer has not denied access. LP&L's failure to complete an Actual Meter Reading for reasons other than the Retail Customer's failure to provide access will not be considered a break in a series of consecutive months of denial of access under Section 4.7.B.1, DENIAL OF ACCESS BY RETAIL CUSTOMER, but will not be considered a month in which the Retail Customer has denied access. Estimated Meter Reading performed by LP&L for the purpose of a mass transition of Retail Customers when Actual Meter Reading is infeasible or Applicable Legal Authorities dictate an Estimated Meter Reading will not be considered a break in a series of consecutive months of Estimated Meter Reading, and will not be considered a month in a series of consecutive Estimated Meter Reading performed by LP&L.

4.7.B.3 METER DATA

LP&L must provide Meter Data, other than Interval Data, consistent with its Meter Reading Schedule. In addition, when available, LP&L must provide Competitive Retailer access to, and provide to Registration Agent, complete Interval Data for the prior calendar day for each Meter in accordance with Applicable Legal Authorities. The inclusion of missing Interval Data does not meet the requirement of complete Interval Data.

For Utilities with meters that collect interval data, LP&L must use reasonable efforts to ensure that the sum of all Interval Data reported by LP&L equals the monthly usage for the same billing period within the acceptable range established by the NAESB Uniform Business Practices (UBP), or any range established in a superseding Applicable Legal Authority. Despite LP&L's reasonable efforts, however, there will be instances when the Interval Data and the monthly usage for the same billing period are not equal within the acceptable range. Upon request, LP&L must provide to Competitive Retailer a detailed explanation when the sum of the Interval Data does not equal the monthly usage within the acceptable range.

4.7.C REPORTING MEASUREMENT DATA

LP&L must report measurement data for a Point of Delivery as required by this Chapter, Applicable Legal Authorities, and in accordance with the LP&L's Tariffs.

4.7.D METER TESTING, METER REPLACEMENT AND ADJUSTMENTS FOR METER READING INACCURACIES

LP&L will test its Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"). Upon notice of a request by a Competitive Retailer, LP&L will perform additional tests of the accuracy of LP&L's Meter no later than ten Business Days after the request is received, provided the Meter is a self-contained single phase, kWh Meter and subject to obtaining access and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained, single phase kWh Meter, Company will perform the additional tests no later than 30 calendar days after the request is received. The additional tests preferably will be performed on the Retail Customer's Premises, but may, at LP&L's discretion, be performed at LP&L test laboratory. Charges for meter accuracy testing requested by Competitive Retailer will be invoiced to the Competitive Retailer in accordance with the rates contained in Chapter 5. Following the completion of any additional test, LP&L will promptly advise the Competitive Retailer requesting the test of the date of removal of the Meter, the date of the test, the result of the test, and who performed the test.

4.7.E INVOICE ADJUSTMENT DUE TO METER INACCURACY

If any LP&L-owned Meter is determined to be outside of the accuracy standards established by the ANSI, unless bypassed or tampered with, proper correction will be made of previous measurement data. Competitive Retailer and LP&L must adjust their respective charges to Retail Customer based on the corrected Meter Data pursuant to Applicable Legal Authorities for underbilling and overbilling.

4.8 DATA EXCHANGE

LP&L will release to Competitive Retailer in a manner prescribed by Applicable Legal Authorities proprietary customer information necessary to enable the Competitive Retailer to serve the Retail Customer. LP&L will not assess separate charges to Competitive Retailer for the provision of the most recent 12 months of Meter Data used by LP&L for billing the Premises; however, charges may apply for the provision of such data beyond the most recent 12 months in accordance with LP&L's rates contained in Chapter 5 for provision of such information including Meter Reading data.

4.8.A DATA FROM METER READING

LP&L must make available to Retail Customer's Competitive Retailer all data recorded in Retail Customer's meter(s) that are owned by LP&L.

LP&L must provide Meter Reading data or estimated usage data to Retail Customer's Competitive Retailer through the Registration Agent within three Business Days from LP&L's scheduled Meter Reading date for that Retail Customer in accordance with the protocols adopted by the Independent Organization.

Metering data, except as specified in Section 4.8.A.3, METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING, will be sent to the Competitive Retailer in complete billing periods.

All metering data values will contain an associated Date/Time field as a time stamp. All time stamps (both for data points and sets of data) will be reported in Central Prevailing Time.

Unless provided by the Independent Organization, LP&L must provide to Competitive Retailer, if requested by Competitive Retailer in a switch request, the most recent 12 months of historical usage and interval data by the appropriate TX SET protocol upon the switching of a Retail Customer to a new Competitive Retailer.

Unless provided by the Independent Organization, LP&L must provide access to Retail Customer's historical usage and interval data (if available) to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the receipt of the request. LP&L must maintain at least 12 months of usage and demand data for each customer with a volumetric or demand meter, , and 12 months interval data for any customer for whom LP&L records interval data. If not provided by the Independent Organization, LP&L may provide access to this data for customers served with a meter that records interval data through a web-portal, or other means such that the data is accessible in real time. LP&L must ensure confidentiality of customer load data through the assignment of unique customer passwords or personal identification numbers (PINs) released only to the metered Retail Customer.

4.8.A.1 DATA RELATED TO INTERVAL METERS

Data from interval meters will be sent as kWh during each interval. The kWh will be reported for each interval. Each recording interval must be labeled according to Applicable Legal Authorities.

4.8.A.2 DATA REPORTED BY VOLUMETRIC (kWh) METERS

Data reported by volumetric (kWh) meters, will include: the start-of-period date and time, usage for period, demand readings (if available), end-of-period date and time, and end-of-period reading. Exceptions, which include initial meter reads and meter changes for start-of-period reading, must be appropriately labeled and providing in accordance with Applicable Legal Authorities.

Metered data upon termination of Access to a Competitive Retailer as a result of termination of a Retail Customers' Delivery Service at a particular Point of Delivery (final read) will be provided by LP&L to Competitive Retailer within three Business Days from the date that Delivery Service has been terminated.

4.8.A.3 METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING

Meter reads associated with a Retail Customer's change in designated Competitive Retailer (Self-Selected Switch) will be provided with the timelines provided in Chapter 5. Meter reads for the purpose of a self-selected switch will be provided to both the new and previous Competitive Retailer the next Business Day following the meter read date. For the new Competitive Retailer, the billing period begins with the date of meter read for the purpose of a self-selected switch, and for the previous Competitive Retailer, the billing period ends with the date of the meter read for the purpose of a self-selected switch. No such Meter Read will be deemed to require any change in LP&L's regular continuing Meter Read cycle for that Retail Customer.

A Meter Reading to verify the accuracy of an original Meter Reading will be performed and the new reading must be transmitted to Competitive Retailer within five Business Days of LP&L's receipt of the request. If, based upon the Meter re-read, it is determined that the original monthly Meter Reading was in error, the Meter Reading and billing determinants for that billing period must be corrected in accordance with Section 4.4.C.3, INVOICE CORRECTIONS, and no Discretionary Service Charge will be applied by LP&L. If the Meter re-read determines that the original monthly Meter Reading was correct, a charge may be assessed for the re-read in accordance with Chapter 5.

Any other Meter Reads not associated with a Retail Customer's change in Competitive Retailer must be provided to the Competitive Retailer requesting such meter read within three Business Days following the Meter Read date.

Competitive Retailer may be charged for a read that is requested by the Competitive Retailer in accordance with the rates in Chapter 5 of this Tariff.

4.8.A.4 ESTIMATED USAGE

LP&L is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. LP&L must make a reasonable effort to complete an Actual Meter Reading. If LP&L does not complete an Actual Meter Reading, LP&L will perform an Estimated Meter Reading for invoicing purposes in accordance with this Tariff. Estimated usage must be identified as “Estimated” in the SET transactions. LP&L must provide the estimation method used if requested.

Unless an Applicable Legal Authority has prescribed an estimation methodology, LP&L will perform an Estimated Meter Reading consistent with the following: Reasonable efforts must ensure that estimated usage does not equal zero for a known active Meter, or equal or exceed double the usage from the previous month’s Actual Meter Reading unless LP&L has good reason to believe that this value is a reasonable estimate and can provide its reason upon request to Competitive Retailer.

When an Actual Meter Reading is taken after two or more consecutive months of estimation, LP&L will allocate any over or under-estimated usage over the entire estimation period. The allocation will be based on the average daily consumption for the Retail Customer for the period between Actual Meter Readings. LP&L must consistently use reasonable methodologies to develop Estimated Billing Determinants. When LP&L must estimate Interval Data, it will estimate the interval usage based on a methodology that reasonably accounts for the Retail Customer’s consumption and consumption patterns. If requested, LP&L must provide the estimation methodology used.

A meter Reading for a meter that collects interval data will not be considered an Estimated Meter Reading if an Actual Meter Reading was completed and LP&L had to estimate a limited number of intervals of data to fill in gaps in the data collected.

4.8.A.5 METER/BILLING DETERMINANT CHANGES

Upon a Meter change, the data for each Meter must be reported as a separate set of data within a single TX SET transaction corresponding to the Retail Customer’s billing period.

If a Meter is replaced, an estimation of metering data may be made. The period of estimated metering data will be reported with the old Meter number.

If changes occur in Rate Schedule Billing Determinants, the new Billing Determinants will not become part of billing until the new Billing Determinants are available for a full Meter Reading cycle.

4.8.A.6 NOTICE OF PLANNED AND UNPLANNED INTERRUPTIONS TO MARKET COMMUNICATIONS AND DATA EXCHANGE

LP&L must provide at least seven days advance notice to Competitive Retailer of any planned interruption to LP&L’s ability to engage in market transactions or provide Meter Data to Competitive Retailer. LP&L must provide notice of any significant unplanned interruptions to LP&L’s market transactions or provision of Meter Data to Competitive Retailer no later than one hour after discovery or knowledge of the interruption. Notice is not required for short-term disruptions where market transactions or the provision of Meter Data are not affected or where there is no impact on Competitive Retailer. LP&L must provide updates to Competitive Retailer in the event of changes to the expected duration of the interruption and inform Competitive Retailer when the interruption has concluded.

4.8.B DATA FOR UNMETERED LOADS

For unmetered service, the following standards apply:

- (1) One usage value will be posted for an account, which may encompass multiple Points of Delivery;
- (2) If a change in an account’s inventory of Points of Delivery is discovered for a past billing period, the entire amount of usage for the account should be reported as an adjustment; and

- (3) If an account goes from unmetered to metered service, metered usage starts with the first full billing cycle after the Meter is installed.

4.8.C ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA

Re-sending or adjusting of previously transmitted data arises from data maintenance activities (e.g. response to inquiries, needs to restore data files, and responses to problems with posted data), and Meter maintenance activities (e.g., adjustments as improved information becomes available due to discovery of incorrect reads, crossed Meters, non- registering Meters, slow or fast Meters, and incorrect multipliers.)

The following standards apply to such previously transmitted data:

- (1) When corrections are made to previously sent TX SET data, the original TX SET must be first canceled. Replacement TX SET data (labeled as replacement data) must then be transmitted within one Business Day of the cancelled TX SET data;
- (2) When corrections are made to previously sent TX SET data, the complete set of TX SET data pertaining to a Meter and billing cycle will be provided in the replacement transaction. When sending or correcting TX SET data, each billing cycle for the affected Meter will be in a distinct TX SET dataset. Only the TX SET data for the affected billing cycle and Meter will be transmitted;
- (3) In the case of “crossed Meters,” in which Meter numbers have been incorrectly reported for sets of usage data, the original SET will be canceled, and a new TX SET will be transmitted that correctly reports the TX SET data, ESI ID, and other associated TX SET data;
- (4) LP&L will make corrected TX SET data available to the original recipients in a timely manner no matter when the correction is made;
- (5) LP&L must provide a reason for an adjustment to Competitive Retailer when the adjustment is made in the TX SET data;
- (6) All transactions containing corrections to a previously submitted TX SET transaction must be sent in accordance with TX SET standards as set forth in TX SET Implementation Guidelines and Commission rules; and
- (7) For any replacement interval data that become available to LP&L due to corrected or revised actual or estimated intervals, LP&L must timely replace the original Meter Data in the impacted intervals with such replacement data.

4.8.D DATA EXCHANGE PROTOCOLS

The following standards and protocols are a baseline, or minimum set, necessary to facilitate data exchange between parties. Parties must also comply with data exchange protocols established by the Commission or Independent Organization.

- (1) A uniform Premises identifier number, ESI ID, will be utilized by LP&L;
- (2) The ESI ID number will be used in all data exchanges specific to related Premises data transactions;
- (3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format will be as determined by the protocols adopted by the Independent Organization; and
- (4) An ESI ID will be assigned by LP&L for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

4.9 DISPUTE RESOLUTION PROCEDURES

For complaints by Competitive Retailers or LP&L regarding Access, the parties may contact each other during normal business hours.

Should one party bring a complaint against the other, LP&L and Competitive Retailer will use good faith and commercially reasonable efforts to informally resolve such complaint. Unless otherwise provided for in this Tariff all complaints must be conducted pursuant to the following procedures:

- (1) LP&L or Competitive Retailer may initiate the dispute process by presenting to the other party a notice of the dispute/complaint. Notice must include, at a minimum, a clear description of the dispute, the nature of the dispute, a contact name, and a proposed resolution;
- (2) All disputes must be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable;
- (3) The receiving party must investigate the complaint and provide a response as soon as possible but not later than ten Business Days following receipt of the complaint;
- (4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and
- (5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial complaint (or another mutually agreed upon timeline), the Competitive Retailer or LP&L may file a complaint at any time thereafter with the Commission.

4.9.A COMPLAINT PROCEDURES

For complaints by Competitive Retailers or LP&L regarding Access, the parties may contact each other during normal business hours.

Should one party bring a complaint against the other, LP&L and Competitive Retailer will use good faith and commercially reasonable efforts to informally resolve such complaint. Unless otherwise provided for in this Tariff all complaints must be conducted pursuant to the following procedures:

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- (2) All disputes must be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable;
- (3) The receiving party must investigate the complaint and provide a response as soon as possible but not later than ten Business Days following receipt of the complaint;
- (4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and
- (5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial complaint (or another mutually agreed upon timeline), the Competitive Retailer or LP&L may file a complaint at any time thereafter with the Commission.

4.9.B COMPLAINT WITH REGULATORY AUTHORITY

Nothing in this section will restrict the rights of LP&L or Competitive Retailer to file a complaint with the Commission under the relevant portions of PURA, where that right is available, or to exercise other legal rights and remedies.

4.9.C SERVICE INQUIRIES OR ACCESS STATUS

Competitive Retailer may contact LP&L regarding the status of Delivery Service and Access for the provision of Retail Customer's Delivery Service, including, but not limited to, the following situations:

- (1) Inquiries regarding site specific Delivery Services;
- (2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery;
- (3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics; or
- (4) Initiation of Delivery System Service to Retail Customer.

Competitive Retailer seeking information about the above items may contact LP&L as appropriate during normal business hours.

4.10 OUTAGE AND SERVICE REQUEST REPORTING

4.10.A NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS

Competitive Retailer will be responsible for informing its Retail Customers how to report interruptions, irregularities, outages, and how to report service requests. Competitive Retailer must meet this obligation by directing Retail Customers to call LP&L directly to make such reports. Competitive Retailer must provide Retail Customers, in accordance with the applicable customer protection rules, with the LP&L supplied toll free telephone number and indicate that Retail Customer should call this number.

Alternatively, and only with the agreement of both LP&L and Competitive Retailer, Competitive Retailer may meet this obligation as follows:

- (1) Competitive Retailer may direct Retail Customers to call the Competitive Retailer for such reporting of requests and electronically forward outage information to LP&L. Such arrangements must ensure that all necessary information is communicated in a manner such that LP&L can respond to requests in a timely fashion and that Competitive Retailers are kept informed of the status of restoration efforts and service requests;
- (2) Competitive Retailer may direct Retail Customer to call Competitive Retailer for such reporting or requests and then forward the call to LP&L; or
- (3) Competitive Retailer may direct Retail Customers to directly call LP&L to make such reports or requests.

If alternative option (1) is mutually agreed to by Competitive Retailer and LP&L, Competitive Retailer must ensure that all necessary information is electronically communicated to LP&L in a timely manner using the appropriate SET protocol so as not to unnecessarily delay LP&L's response. The data necessary includes the following information:

- (1) Customer name, and if different, contact name;
- (2) Contact phone number;
- (3) ESI ID;
- (4) Service address (including City and zip code) and directions to location when necessary; and
- (5) Description of problem.

If alternative option (2) or (3) is mutually agreed to by Competitive Retailer and LP&L, Competitive Retailer must ensure that calls are properly forwarded to an LP&L supplied toll free telephone number. If alternative option (2) is used, Competitive Retailer will be required to provide LP&L with the information needed to verify Retail Customer's identity (name, address, and home phone number) for a particular Point of Delivery served by Competitive Retailer and to continually provide LP&L updates of such information.

If alternative option (2) or (3) is used, Competitive Retailer must make arrangements with LP&L to pre-authorize any service requests for which the LP&L will invoice the Competitive Retailer before such requests are performed. A Competitive Retailer who does not make other arrangements will be deemed to have pre-authorized all service requests from retail customers. LP&L must not act in a discriminatory manner in making such arrangements with Competitive Retailers.

In all events, LP&L must, as soon as reasonably practicable, provide information to Competitive Retailer regarding reported customer interruptions, irregularities, outages and service repair requests.

If either of the three alternative options (1), (2), or (3) are mutually agreed to by Competitive Retailer and LP&L, Competitive Retailer and LP&L will designate in the Access Agreement Form (Appendix A to the pro-forma access tariff) which one of the three alternative options was selected as the primary method for reporting interruptions, irregularities, outages, and which one of the two alternative options was selected as the primary method for making service repair requests. Nothing in this section is meant to restrict a Competitive Retailer who has mutually agreed with LP&L to utilize alternative option (1), (2), or (3) for the majority of their Retail Customers to allow a Retail Customer with special needs to directly contact the LP&L if agreed to by the Competitive Retailer and Retail Customer.

LP&L must notify Competitive Retailers of any change in an LP&L supplied telephone number 60 days in advance of such change.

4.10.B RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

LP&L will promptly investigate reported problems. If, upon making a service call, LP&L determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, LP&L must notify Competitive Retailer. LP&L may charge a fee for the Service Call as applicable in the Rate Schedule.

5 CHAPTER 5: LP&L GENERAL TERMS AND CONDITIONS AND RATES

5.1 GENERAL

LP&L retains jurisdiction to set all rates including rates relating to Access. The following Rate Schedules have been promulgated by LP&L and are filed with the Public Utility Commission of Texas for informational purposes only.

5.2 LP&L - SPECIFIC TERMS AND CONDITIONS

5.2.A DEFINITIONS

The following terms, when used in this Delivery Service Tariff, have the following definitions.

ADVANCED METERING SYSTEM (AMS) OPERATIONAL DAY. Monday through Friday 7:00 am – 7:00 pm and 7:00 am to 12:00 pm on Saturdays, excluding holidays as identified in this Delivery Service Tariff.

CONNECTED LOAD. The combined electrical requirement (i.e., the sum of the capacities and/or ratings) of all motors and other electric power consuming devices installed on the Customer's Premises.

CONTRIBUTION IN AID OF CONSTRUCTION (CIAC). Payment by Customer to LP&L for facilities extensions, upgrades, or expansions in excess of allowable expenditures, or for nonstandard service facilities, removals or relocations. The payment shall also include an amount to recover franchise fees, where applicable.

CUSTOMER. The end use Customer for which LP&L provides or will provide electrical delivery service (but does not provide retail energy). Also see Retail Customer as defined in Chapter 1.

CUSTOMER'S INSTALLATION. In general, all wiring, pipes, valves, devices, apparatus, and appliances of any kind or nature on Customer's side of the Point of Delivery, except for Facilities.

DELIVERY CHARGES. City of Lubbock authorized rates and charges for the use of LP&L's Delivery System. Delivery Charges are comprised of Delivery System Charges and Discretionary Charges.

DEMAND INTERVAL. The specified interval of time on which a demand measurement is based. The LP&L demand interval is 15 minutes.

DWELLING UNIT. An individually metered private residence or individually metered apartment containing kitchen and bathroom facilities.

INDIVIDUAL PRIVATE DWELLING. A fixed, permanent residential structure. This term includes a mobile home. This term does not include self-propelled and non-self-propelled recreational vehicles that have no foundation other than wheels, jacks, or skirtings.

METER SOCKET. A receptacle of weatherproof construction used for mounting a socket-type meter.

MULTI-FAMILY DWELLING. A building or buildings containing three or more dwelling units all of which are used primarily for non-transient use, with rent (when applicable) paid at intervals of one week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

NCP. The Non Coincident Peak kW applicable under the Monthly Rate section shall be the kW supplied during the 15-minute period of maximum demand during the billing month.

NETWORK SERVICE. A unique type of electrical service derived through one or more connections to an electrical bus or grid established by paralleling two or more primary and or secondary network circuits, providing an additional level of reliability due to the redundant nature of the service. Electrical power networks must be designed and configured for that purpose and must be operated and maintained utilizing special methods. LP&L determines where Network Service will be provided at its sole discretion, and Network Service is only available in limited areas.

NON-STANDARD METER. A Meter that is not a Standard Meter because it lacks the ability to provide one or more of the following functions: automated or remote Meter Reading, two-way communications, remote disconnection and reconnection capability, or the capability to provide Interval Data. A Non-Standard Meter includes a Meter that is otherwise a Standard Meter but has one or more of the aforementioned functionalities disabled.

POWER. The rate at which electric energy is provided for doing work. The electrical unit of power is the watt, or kilowatt.

RACEWAY. Tubular or rectangular channel or conduit for containing electrical conductors, which may be exposed, buried beneath the surface of the earth, or encased in a building or structure.

SERVICE DROP. Overhead conductors that extend from LP&L's overhead Delivery System to the Point of Delivery where connection is made to Customer's electrical installation.

SERVICE ENTRANCE CONDUCTORS. Conductors provided by Customer extending from Customer's electrical equipment to the Point of Delivery where connection is made.

SERVICE ENTRANCE ENCLOSURE. A connection enclosure used for the purpose of connecting the Service Lateral to Customer's electrical installation.

SERVICE LATERAL. Conductors, usually underground but sometimes in raceway above ground, that extend from LP&L's Delivery System to the Point of Delivery or from Customer's electrical installation to the Point of Delivery.

STANDARD METER. A Meter that the LP&L has deployed with capabilities including automated or remote Meter Reading, two-way communications, remote disconnection and reconnection capability, and the capability to provide Interval Data.

SUITABLE SPACE. The required amount of cleared space and access, after vegetation and other obstructions have been removed, in order to install, operate, and maintain LP&L facilities.

TEMPORARY DELIVERY SERVICE. Delivery Service provided to Customer for a single, continuous period of time which is less than twelve consecutive months, except that Delivery Service in connection with the delivery of construction power, even though provided for a continuous period of time in excess of twelve months, is also considered to be Temporary Delivery Service.

WATT. The rate at which electric power is provided to do work. One watt is the power represented by current having a component of one ampere in phase with and under a pressure of one volt.

WATT-HOUR. A unit of work or energy equivalent to the power of one watt operating for one hour.

STANDARD VOLTAGES. LP&L provides Delivery Service at LP&L's standard voltages and not all standard voltages are available at every location. If Customer requests a voltage that is non-standard or not available for a specific load or location, such voltage may be provided by LP&L at the expense of the requesting party.

| <i>Single Phase</i> | <i>Three Phase</i> |
|---------------------|-------------------------|
| 120 | 120/208 |
| 120/240 | 120/240 (overhead only) |
| 240 | 240 (overhead only) |
| 240/480 | 240/480 (overhead only) |
| | 277/480 |
| 480 | 480 |
| | 2400/4160 |
| | 4160 |
| | 7200/12470 |
| | 12470 |
| | 13200/22860 |
| | 22860 |
| | 69000 |
| | 115000 |
| | 345000 |

Customer should obtain from LP&L the phase and voltage of the service available before committing to the purchase of motors or other equipment.

SECONDARY VOLTAGE. Any one of the LP&L's standard service voltages at which Customer takes Delivery of Electric Power and Energy after two or more LP&L transformations (other than by use of autotransformers) from a transmission voltage.

PRIMARY VOLTAGE. Any one of the LP&L's standard service voltages at which Customer takes Delivery of Electric Power and Energy after one LP&L transformation (other than by use of autotransformers) from a transmission voltage.

TRANSMISSION VOLTAGE. Any one of the LP&L's standard voltages in excess of 60,000 volts at which Customer takes Delivery of Electric Power and Energy.

5.2.B ADDITIONAL DELIVERY SERVICE INFORMATION

Method of Providing Delivery Service

Multi-Family Dwellings

LP&L provides Delivery Service through an individual Meter to each Dwelling Unit or through one Meter at each Point of Delivery for any number of Dwelling Units in the same Multi-Family Dwelling. Where Delivery Service is provided using individual metering for each Dwelling Unit, Property Owner shall provide and identify Meter Sockets in a manner and at locations suitable to LP&L.

Non-Residential Multi-Tenant Buildings

LP&L provides Delivery Service through an individual Meter to each individual tenant space or through one Meter at each Point of Delivery for any number of individual tenant spaces in the same multi-tenant building. Property Owner shall provide a means, acceptable to LP&L, to electrically disconnect each individual tenant space and provide and identify Meter Sockets in a manner and at locations suitable to LP&L.

Mixed Use Facilities

For a location that contains Multi-Family Dwellings and non-residential tenants, LP&L provides Delivery Service to each Multi-Family Dwelling pursuant to paragraph above titled **Multi-Family Dwellings** and provides Delivery Service to non-residential tenants pursuant to paragraph above titled **Non-Residential**

Mobile Homes

LP&L provides Delivery Service through an individual Meter for individual mobile homes. For a mobile home park, Customer shall group and identify Meter Sockets for individual mobile homes in a manner and at locations suitable to LP&L.

Delivery Service Provided Through Facilities Owned by Others

LP&L has the option to provide Delivery Service to a new Customer through Delivery System facilities owned by an existing Customer, with the consent of the existing Customer. In such cases, the metered electrical usage registered on the existing Meter is reduced by an appropriate amount to recognize the metered electrical usage of the new Customer. Under this method of service, the new Customer, the existing Customer and LP&L shall enter into an agreement at the discretion of the Director of Electric Utilities, setting forth the responsibilities of each party.

5.2.C HOURS OF OPERATION

LP&L's normal hours of operation are 8:00 AM – 5:00 PM CPT on Monday – Friday, excluding holidays. LP&L recognizes the following holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, and Christmas Day. LP&L's Hours of Operation as identified herein are its Business Days.

LP&L may establish additional holiday observances by posting the additional holiday observance on LP&L's website no later than October 31 of the preceding calendar year. LP&L may expand its normal hours of operation at its discretion. Notwithstanding its designated hours of operation, LP&L shall ensure that personnel and other resources are available to process and complete service orders in compliance with Applicable Legal Authorities. LP&L shall also ensure that personnel and other resources are reasonably available to respond to emergencies at all times.

5.3 RATE SCHEDULES

5.3.A APPLICABILITY

This Delivery Service Tariff applies to Customers within LP&L's certificated service area who have entered the competitive retail market and procure electricity through a Competitive Retailer.

5.3.B DUAL BILLING

LP&L will bill Customers through applicable Competitive Retailers. LP&L will not bill Customers directly for Electric Power and Energy.

5.3.C TERMS OF SERVICE

5.3.C.1 Customer's Installation.

Customer assumes all responsibility on Customer's side of the Point of Delivery and at the Point of Delivery, including without limitation, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's Installation, equipment or operations during abnormal, irregular, or interrupted Service conditions or the failure of all or a part of Service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other Customers are adversely affected. All wiring and other electrical equipment furnished by the Customer, including Customer's Installation, will be installed, operated, and maintained by the

Customer at all times in conformity with good electrical practice, applicable law and regulation, and with the requirements of the constituted authorities and this Delivery Service Tariff. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L Facilities, the equipment or the equipment of Customers, or other Customers' Installations. Customer will use reasonable care not to damage metering equipment and related appurtenances. Further, Customer cannot alter billing or settlement data from the metering equipment and/or related appurtenances.

Adjustments and Complaints: Any adjustments claimed by a Customer related to (i) the application of inaccurate rates or fees; (ii) inaccurate meter readings, (iii) meters or charges not corresponding to the Customer's Premises; or (iv) charges otherwise in excess of correct charges, must be presented by Customer to LP&L, via the complaint process outlined below, or by Competitive Retailer to LP&L, via approved market processes, within six (6) months of the claimed Rate, fee or meter inaccuracy to be duly considered by LP&L. The requirement of timely presentation, as set forth above, shall not apply in instances wherein a Customer is billed for Service that is not received by Customer due to mistake of LP&L or where charges are found to be higher than authorized by this Tariff. Pursuant to section 4.4.C.3, LP&L may not issue an invoice for under-billings for adjustments more than 150 days after the date the original invoice was issued or should have been issued. For instances of overbilling, the Customer's bill shall be corrected for the entire period of the overbilling.

COMPLAINTS Retail Customer may submit written complaints about adjustments or Delivery Service to Lubbock Power and Light and may call Lubbock Power and Light to lodge complaints orally. Written complaints may be submitted to Lubbock Power and Light, Chief Customer Officer, P O Box 10541, Lubbock TX 79408 and oral complaints may be placed by calling 806-775-2509. Complaints regarding Energy Service will be directed to the Retail Customer's Retailer. Lubbock Power and Light will work with Retailers as needed to help resolve Customer Complaints in a timely manner.

Nothing contained in this Delivery Service Tariff shall be construed to require a person or entity located within the Service Territory to accept Service from LP&L.

5.3.C.2 Continuous Service

LP&L SHALL USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS SERVICE BUT LP&L DOES NOT GUARANTEE AGAINST IRREGULARITIES, INTERRUPTIONS, OR FLUCTUATING WAVE FORM OR FREQUENCY, IT BEING UNDERSTOOD THAT OCCASIONAL IRREGULARITIES, INTERRUPTIONS, AND FLUCTUATIONS MAY OCCUR. LP&L SHALL NOT BE LIABLE FOR DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR ECONOMIC LOSS DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION CAPACITY, OR DIRECT OR INDIRECT DAMAGES OF ANY KIND FOR INJURIES TO PERSONS OR PROPERTY, OCCASIONED BY INTERRUPTION, FAILURE TO COMMENCE DELIVERY VOLTAGE, WAVE FORM OR FREQUENCY FLUCTUATIONS CAUSED BY AN ACT OF GOD OR THE PUBLIC ENEMY, A BREAKDOWN OF PLANTS, LINES OR EQUIPMENT, ACCIDENTS, FIRE, EXPLOSIONS, STRIKES, RIOTS, WAR, PANDEMICS, DELAY IN RECEIVING SHIPMENTS OR REQUIRED MATERIALS, ORDER OF ANY COURT OR JUDGE GRANTED IN BONA FIDE ADVERSE LEGAL PROCEEDINGS OR ACTION OR ANY ORDER BY ANY COMMISSION OR TRIBUNAL HAVING JURISDICTION; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LP&L'S CONTROL, OR DUE TO THE NEGLIGENCE OF LP&L, ITS EMPLOYEES, OR CONTRACTORS, EXCEPT TO THE EXTENT THAT THE DAMAGES ARE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LP&L.

5.3.C.3 Intentional Interruption of Service

Notwithstanding anything provided herein, LP&L may, without notice and without liability to the Customer, interrupt Service to the Customer when, in LP&L's sole judgment, the interruption of Service:

- a. will prevent or alleviate an emergency threatening to disrupt the operation of LP&L's system, Facilities, or the applicable electrical grid;
- b. will lessen or remove possible danger to life or property;
- c. will aid in the restoration of Service;
- d. is required to make necessary repairs to or changes in the Facilities; or
- e. in the event of a national or local disaster, to protect public safety, or if required by any governmental or regulatory body with jurisdiction over LP&L, or if required by the applicable regional transmission operator, including the Electric Reliability Council of Texas ("ERCOT").

LP&L may, in the event of a national emergency or local disaster resulting in disruption of normal Service, in the public interest, interrupt Service to the Customer to provide necessary Service to civil defense or other emergency service agencies on a temporary basis until normal Service to the agencies can be restored.

5.3.C.4 Disclaimer of Warranties.

LP&L AND THE CITY OF LUBBOCK MAKE NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SERVICE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.D TERMS OF PAYMENT

For Billing and Remittance to Competitive Retailers for Delivery Charges, refer to Section 4.4.D of this document.

5.3.E TERMS AND CONDITIONS

Service supplied under this Tariff is subject to the terms and conditions set forth in this Delivery Service Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. Customers and Competitive Retailers are further subject to LP&L's Customer Protection Rules, as approved by the Electric Utility Board of the City of Lubbock.

5.3.F TERRITORY

LP&L Service Territory, as provided in Chapter 2 of the Tariff for Competitive Retail Access

5.3.G EFFECTIVE DATE

For all Meters read by LP&L on or after October 1, 2023, and for which this Delivery Service Tariff is applicable, as provided herein.

5.3.H RESIDENTIAL DELIVERY SYSTEM SERVICE

APPLICABLE

This schedule is applicable to Delivery Service for residential purposes (which may include a small amount of non-residential usage incidental to residential usage) of a permanent nature to Individual Private Dwellings (including their appurtenant structures) and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. Residential Service is limited to one Individual Private Dwelling per platted parcel of land or postal delivery address.

If a premise is primarily used for non-residential purposes, Delivery Service will be provided under the LP&L's appropriate Secondary Service or Primary Service rate schedule.

This schedule is not available for non-residential service, including but not limited to water wells, electric gates, barns, garages, boat docks, or recreational vehicle parks, or for structures on the platted parcel of land requiring a separate Meter.

RATE

| | | |
|-------------------------|-----------|---------|
| Delivery System Charge: | \$0.05628 | per kWh |
| Transition Charge: | \$0.00167 | per kWh |
| Franchise Fee: | \$0.00517 | Per kWh |

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

**5.3.I SECONDARY SERVICE LESS THAN OR EQUAL TO 10 kW
DELIVERY SYSTEM SERVICE**

APPLICABLE

This schedule is available to Customers requesting Delivery Service for non-Residential Purposes at Secondary Distribution Voltage levels with a peak demand less than or equal to 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes.

LP&L will evaluate Customers' demand once per year in October. If a Customer's demand exceeds 10kW at any time during that year, the Premises will be assigned to the Secondary Service Greater than 10kW until the next evaluation.

RATE

| | | |
|-------------------------|-----------|---------|
| Delivery System Charge: | \$0.05378 | per kWh |
| Transition Charge: | \$0.00167 | per kWh |
| Franchise Fee: | \$0.00517 | Per kWh |

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
SECONDARY SERVICE GREATER THAN 10 kW
DELIVERY SYSTEM SERVICE

5.3.J SECONDARY SERVICE GREATER THAN 10 kW DELIVERY SYSTEM SERVICE

APPLICABLE

This schedule is available to Customers requesting Delivery Service for non-Residential Purposes at Secondary Distribution Voltage levels with a peak demand greater than 10 kW (with or without Distributed Generation) when such Delivery Service is to one Point of Delivery and measured through one Meter; except that, at LP&L's option, locations where the Customer's Electrical Installation or Premises has multiple connections to LP&L's Delivery System, due to LP&L facility limitations or design criteria, may be considered one Point of Delivery for billing purposes.

RATE

| | | |
|--|-----------|---------|
| Delivery System Charge: | \$0.00947 | Per kWh |
| Delivery System Demand Charge: | \$11.32 | per kW |
| Transition Charge: | \$0.00167 | per kWh |
| Franchise Fee: | \$0.00517 | Per kWh |
| Demand charges for off-cycle Switches will be adjusted as necessary. | | |

DEMAND

LP&L will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the greatest use during the month

POWER FACTOR

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain, at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

If a Customer continually fails to maintain, at the Point of Delivery, a power factor of at least 85%, LP&L may install the necessary equipment to maintain a minimum power factor of 85% and bill for the equipment and installation.

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

5.3.K PRIMARY DELIVERY SYSTEM SERVICE

APPLICABLE

This schedule is available to Customers requesting Delivery Service for non-Residential Purposes at Primary Distribution Voltage levels when such Delivery Service is to one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage is available adjacent to the Premises.

RATE

| | | |
|--|-----------|---------|
| Delivery System Charge: | \$0.00789 | Per kWh |
| Delivery System Demand Charge: | \$9.28 | per kW |
| Transition Charge: | \$0.00167 | per kWh |
| Franchise Fee | \$0.00517 | Per kWh |
| Demand charges for off-cycle Switches will be adjusted as necessary. | | |

DEMAND

LP&L will furnish, at its expense, the necessary metering equipment to measure the Customer's kW demand for the greatest use during the month.

POWER FACTOR

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain, at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

If a Customer continually fails to maintain, at the Point of Delivery, a power factor of at least 85%, LP&L may install the necessary equipment to maintain a minimum power factor of 85% and bill the Customer for the equipment and installation.

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.

5.3.L PRIMARY SUBSTATION DELIVERY SERVICE

APPLICABLE

This schedule is available to Customers requesting Primary Substation Delivery Service for non-Residential Purposes at Primary Distribution Voltage levels when such Delivery Service is to one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage is available adjacent to the Premises.

RATE

| | | |
|--|-----------|---------|
| Delivery System Charge: | \$0.00116 | Per kWh |
| Delivery System Demand Charge: | \$7.77 | per kW |
| Transition Charge: | \$0.00167 | per kWh |
| Franchise Fee: | \$0.00517 | Per kWh |
| Demand charges for off-cycle Switches will be adjusted as necessary. | | |

DEMAND

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand of greatest use during the month.

LOSS ADJUSTMENT

When metering is installed on the secondary (Customer's) side of any voltage transformation made at less than available primary voltage at the Point of Service, the Meter readings for billing purposes may be increased to include all transformation losses

POWER FACTOR

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain, at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

If a Customer continually fails to maintain, at the Point of Delivery, a power factor of at least 85%, LP&L may install the necessary equipment to maintain a minimum power factor of 85% and bill the Customer for the equipment and installation.

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.

5.3.M TRANSMISSION DELIVERY SYSTEM SERVICE

APPLICABLE

This schedule is available to Customers requesting Delivery Service for non-Residential Purposes at Transmission Voltage of 69kV or above for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage is available adjacent to the Premises.

RATE

| | | |
|--|-----------|---------|
| Delivery System Charge: | \$0.00089 | per kWh |
| Delivery System Demand Charge: | \$6.26 | per kW |
| Transition Charge: | \$0.00167 | per kWh |
| Franchise Fee: | \$0.00517 | Per kWh |
| Demand charges for off-cycle Switches will be adjusted as necessary. | | |

DEMAND

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand of greatest use during the month.

LOSS ADJUSTMENT

When metering is installed at any voltage less than the transmission voltage available at the Point of Service, the Meter readings for billing purposes may be increased to include losses.

POWER FACTOR

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain, at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

If a Customer continually fails to maintain, at the Point of Delivery, a power factor of at least 85%, LP&L may install the necessary equipment to maintain a minimum power factor of 85% and bill the Customer for the equipment and installation.

CHARACTER OF SERVICE

AC. 60 hertz. Three-phase at LP&L's available transmission voltage of approximately 69 kV or above.

5.3.N STREET LIGHTING DELIVERY SERVICE

APPLICABLE

To municipal and State of Texas facilities for street lighting service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Service.

RATE

| | | |
|--|-----------|---------|
| Delivery System Charge: | \$0.09235 | per kWh |
| Transition Charge: | \$0.00167 | per kWh |
| Formula: Bulb Watts ÷ 1000 x bulb quantity x 11.8 hours per night x days of service = TOTAL KWH x Rate | | |

PRORATING

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.

CONDITIONS OF SERVICE

LP&L will operate and maintain the street lighting system.

| Light | Wattage | | |
|----------------------|--|--|--|
| Fluorescent | 100W-F | | |
| Light Emitting Diode | 030W-LED 040W-LED 045W-LED 048W-LED 050W-LED 053W-LED 057W-LED 065W-LED 070W-LED 100W-LED | 110W-LED 120W-LED 140W-LED 147W-LED 150W-LED 154W-LED 160W-LED 174W-LED 175W-LED 177W-LED | 185W-LED 210W-LED 219W-LED 230W-LED 240W-LED 250W-LED 274W-LED 278W-LED 400W-LED |
| Metal Halide | 150W-MH 400W-MH | | |
| Mercury Vapor | 400W-MV | | |
| Sodium | 50W-LPS | | |

5.3.O DISCRETIONARY SERVICE CHARGES

This section of this Tariff lists the Discretionary Service Charges for all Premises with any Meter.

Competitive Retailer shall submit an order on behalf of Customer to perform the Discretionary Service, unless this Tariff permits Customer to directly request LP&L to perform the Discretionary Service or allows LP&L to initiate performance of the Discretionary Service. Competitive Retailer shall include the appropriate TX SET transaction in an order submitted to LP&L requesting performance of the Discretionary Service.

LP&L shall complete performance of the Discretionary Service according to the applicable timeline in this Section. If LP&L is unable to complete performance of the Discretionary Service in compliance with the applicable timeline for any reason, including, but not limited to, an inability to successfully communicate with the Meter, it shall complete performance of the service in a timely manner. The term “timely” requires LP&L to complete performance of the service on the same day specified in the applicable timeline if weather, time of day, location of Premises, and other relevant factors permit. Otherwise, LP&L shall prioritize the completion of the service on the next AMS Operational Day.

LP&L shall bill the appropriate Discretionary Service Charge to Competitive Retailer upon completion of the service, unless LP&L initiates performance of the Discretionary Service and bills the Customer directly. LP&L shall not apply any additional charges for its performance of the Discretionary Service, such as processing fees and copying fees. Charges designated “As Calculated” in this Section apply to Discretionary Services for which the costs of performing such services vary, depending upon the circumstances of the service order and the requirements necessary to complete service performance. LP&L shall use the appropriate TX SET transaction for the Discretionary Service in an invoice submitted to Competitive Retailer.

5.3.P UNIFORM DISCRETIONARY SERVICE CHARGES

| Charge No. | Name and Description | Amount |
|---------------------------|--|---------|
| Connection Charges | | |
| (1) | <p>Move-In (Existing Service)</p> <p>This service initiates Delivery to Customer's Point of Delivery. It is available only at Premises with an existing Standard Meter. It is not available if inspections, permits, or construction is required and not completed.</p> <p>LP&L shall complete performance of the service on the requested date, provided: (1) LP&L receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day.</p> <p>LP&L may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received by 7:00 PM CPT on the next AMS Operational Day.</p> <p>If the requested date is not an AMS Operational Day, LP&L shall complete performance of the service by the first AMS Operational Day following the requested date.</p> | |
| | Standard (All Meters) | \$0.00 |
| | Priority (Standard Meters) | \$0.00 |
| | Priority (Non-standard Meters) | \$75.00 |
| (2) | <p>Move-In (New Service)</p> <p>This service initiates Delivery to Customer's Point of Delivery upon the installation of a new Standard Meter or a new or existing Non-Standard Meter at the Premises. It is not available if inspections, permits, or construction (other than installation of the Meter) is required and not completed.</p> <p>LP&L shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) LP&L receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>LP&L may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by the LP&L less than two Business Days prior to the requested date, LP&L shall complete performance of the service within two Business Days after the date the order is received. If the order is received at least two Business Days prior to the requested date but the requested date is not a Business Day, LP&L shall complete performance of the service by the first Business Day following the requested date.</p> | |
| | Standard (All Meters) | \$0.00 |
| | Priority (Standard Meters) | \$0.00 |
| | Priority (Non-standard Meters) | \$75.00 |

| Charge No. | Name and Description | Amount |
|--|--|---|
| Disconnection Charges (All Meter Types) | | |
| (3) | <p>Move-Out</p> <p>This service discontinues Delivery to Customer's Point of Delivery.</p> <p>LP&L shall complete performance of the service on the requested date, provided: (1) LP&L receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day.</p> <p>LP&L may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received by 7:00 PM CPT on the next AMS Operational Day.</p> <p>If the requested date is not an AMS Operational Day, LP&L shall complete performance of the service by the first AMS Operational Day following the requested date.</p> | <p>\$0.00</p> <p>Charge included in the Move-In charge.</p> |
| (4) | <p><u>Clearance Request</u></p> <p>This service de-energizes/re-energizes LP&L electrical facilities on Customer's Premises before/after Customer or Customer's contractor engages in activity near LP&L's electrical facilities, or on or near Customer's electrical facilities.</p> <p>Customer may directly submit an order to LP&L to obtain this clearance as authorized pursuant to Section 4.10, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>LP&L shall complete performance of the service on the requested clearance date, provided: (1) LP&L receives the order by 5:00 PM CPT on a Business Day; and (2) the order is received at least three Business Days prior to the requested clearance date.</p> <p>LP&L may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>LP&L shall accommodate an order requesting clearance based on a mutual agreement with the requesting party (Residential or Non-Residential) to perform the service at charges calculated by LP&L if: (1) the requested clearance date is not a Business Day; (2) the LP&L receives the order less than three Business Days prior to the requested clearance date; or (3) the activities necessary for clearance cannot be safely performed on the requested clearance date.</p> <p>Three Business Days' Notice</p> <p>Less Than Three Business Days' Notice</p> | <p>\$0.00</p> <p>\$150.00</p> |

| Charge No. | Name and Description | Amount |
|--|---|---------|
| | | |
| Disconnection/Reconnection for Non-Payment Charges (Standard Meter) | | |
| (5) | <p><u>Disconnection for Non-Payment (DNP)</u> This service discontinues Delivery to Customer's Point of Delivery due to Customer's non-payment of charges billed by Competitive Retailer or LP&L. LP&L may also discontinue Delivery to Customer's Point of Delivery due to Customer's failure to fulfill obligations to LP&L pursuant to a contract, this Tariff, or other Applicable Legal Authorities.</p> <p>Unless a dangerous condition exists or the customer requests disconnection, LP&L shall not discontinue Delivery to Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) on a holiday or weekend, or the day immediately preceding a holiday or weekend, unless LP&L personnel are available to reconnect service on those days; or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. LP&L also shall not discontinue Delivery to a Customer's Point of Delivery between the hours of 5:00 PM and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.</p> <p>LP&L shall not charge Competitive Retailer for performance of the service if LP&L initiates disconnection for non-payment.</p> <p><u>Disconnection at Meter</u> Subject to the restrictions in this Tariff, Competitive Retailer may submit an order requesting LP&L to disconnect service to a Customer's Point of Delivery due to non-payment on either: (1) the date the order is received; or (2) a specified future date.</p> <p>LP&L shall complete performance of a same-day service order within two hours of LP&L's receipt of the order, provided LP&L receives the order by 3:00 PM CPT on a Business Day. If LP&L receives an order for same-day service after 3:00 PM CPT on a Business Day, or on a day that is not a Business Day, it shall complete performance of the service by 9:00 AM CPT on the next Business Day.</p> <p>LP&L shall complete performance of a future-dated service disconnection order by 9:00 AM CPT on the requested date, provided: (1) LP&L receives the order by 11:59:59 PM CPT on the day preceding the requested date; and (2) the requested date is a Business Day. If LP&L receives an order for future-dated service in which the requested date is not a Business Day, LP&L shall complete performance of the service by 9:00 AM CPT on the first Business Day following the requested date.</p> | \$30.00 |

| Charge No. | Name and Description | Amount |
|-----------------|--|---------|
| (5) (cont'd) | <p>Disconnection at Premium Location (e.g., pole, weatherhead, secondary box) LP&L shall complete performance of the order within three Business Days of the requested date, provided: (1) the requested date is a Business Day; (2) LP&L receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days before the requested date.</p> <p>If the requested date is not a Business Day, LP&L shall treat the next Business Day as the requested date.</p> <p>LP&L may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by LP&L less than two Business Days prior to the requested date, LP&L shall complete performance of the service within four Business Days after the date the order is received.</p> | \$30.00 |
| (6) | <p><u>Reconnection After Disconnection for Non-Payment of Charges (DNP)</u> This service restarts Delivery to Customer's Point of Delivery after discontinuance due to Customer's non-payment of charges billed by Competitive Retailer or LP&L.</p> <p>For Premises where Competitive Retailer provides prepaid service to Customer, LP&L shall complete performance of the service within two hours of LP&L's receipt of order.</p> <p>LP&L shall not charge Competitive Retailer for performance of the service if LP&L restarts Delivery after LP&L-initiated disconnection for non-payment.</p> <p><u>Reconnection at Meter</u></p> <p>LP&L shall complete performance of the service within two hours of LP&L's receipt of order.</p> <p>Reconnection at Premium Location (e.g., pole, weatherhead, secondary box, etc.)</p> <p>LP&L shall complete performance of standard reconnection service on the date LP&L receives the order, provided LP&L receives the order by 2:00 PM CPT on a Business Day.</p> <p>If the order is received after 2:00 PM CPT on a Business Day, LP&L shall complete performance of the standard service on the same date if possible, but no later than the close of LP&L's next Field Operational Day.</p> <p>LP&L shall treat an order for standard reconnection service received after 7:00 PM CPT, or on a day that is not a Business Day, as received at 8:00 AM CPT on the next Business Day.</p> <p>LP&L shall complete performance of same-day reconnection service on date LP&L receives the order, provided LP&L receives the order by 5:00 PM CPT on a Business Day. If the order is received by LP&L after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, LP&L shall complete performance of the service no later than the close of LP&L's next Field Operational Day.</p> | |

| Charge No. | Name and Description | Amount |
|--|--|--|
| (6) (cont'd) | <p>Absent exigent circumstances, including but not limited to damage to Customer's Installation, LP&L shall use all reasonable efforts to reconnect service within 48 hours after receipt of an order for reconnection service. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply.</p> <ul style="list-style-type: none"> i. Standard Reconnect ii. Same Day Reconnect iii. Weekend iv. Holiday | <p>\$30.00</p> <p>\$69.70</p> <p>\$86.45</p> <p>\$111.25</p> |
| Meter Testing Charge (All Meters) | | |
| (7) | <p>This charge is for service to test Customer's Meter in accordance with Section 4.7.D, METER TESTING. Customer may directly submit an order to LP&L to perform this service as authorized pursuant to Section 4.10, OUTAGE AND SERVICE REQUEST AND REPORTING.</p> <p>LP&L-Owned Meter</p> <ul style="list-style-type: none"> a. First Meter test in last four years b. Meter found outside relevant accuracy standards c. All other | <p>\$0.00</p> <p>\$0.00</p> <p>\$50.00</p> |
| (8) | <p>Meter Reading for the Purpose of a Standard Switch</p> <p>This service reads Customer's Meter for the purpose of switching Customer's Premise to a different Competitive Retailer when Retail Customer has not requested a self-selected switch. The service is performed in accordance with Section 4.3.D, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</p> <p>LP&L shall complete performance of the service using an Actual Meter Reading to allow completion of the switch on the First Available Switch Date (FASD) received from the Registration Agent, provided: (1) LP&L receives the order by 7:00 PM CPT on an AMS Operational Day; and (2) the FASD is an AMS Operational Day. The FASD is day zero unless otherwise specified by the Registration Agent.</p> <p>LP&L may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day.</p> <p>LP&L may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p> | \$0.00 |

| Charge No. | Name and Description | Amount |
|---|---|--------|
| (9) | <p>Meter Reading for the Purpose of a Self-Selected Switch</p> <p>This service reads Customer's Meter on a date other than the Scheduled Meter Reading Date for the purpose of switching Retail Customer's Premise to a different Competitive Retailer on a date certain.</p> <p>The service is performed in accordance with Section 4.3.D, CHANGING OF DESIGNATED COMPETITIVE RETAILER. A charge applies only when LP&L uses an Actual Meter Reading to perform the service.</p> <p>LP&L shall complete performance of the service on the requested date provided: (1) LP&L receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day.</p> <p>LP&L may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day.</p> <p>If the requested date is not an AMS Operational Day, LP&L shall complete performance of the service by the first AMS Operational Day following the requested date.</p> <p>LP&L may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p> | \$0.00 |
| (10) | <p>Meter Reading for the Purpose of a Mass Transition</p> <p>This service provides a Meter Reading for each affected Customer for the purpose of a mass transition of the Customers to the applicable Provider(s) of Last Resort (POLR) or Voluntary Retail Electric Providers (who have volunteered to provide POLR service) (as applicable). LP&L shall charge the exiting Competitive Retailer for performance of the service.</p> | \$0.00 |
| Non-Standard Meter Installation Charge | | |
| (11) | <p>Non-Standard Metering Service One-Time Fee</p> <p>Applicable to a Customer receiving Standard Metering Service who chooses to begin receiving Non-Standard Metering Service.</p> | \$0.00 |
| Service Call Charge (All Meter Types) | | |
| (12) | <p>This charge is for service that dispatches LP&L personnel to Customer's Premises to investigate an outage or other service-related problem. Customer may directly submit an order to LP&L to perform this service as authorized pursuant to Section 4.10, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>A charge for performance of this service applies only if LP&L completes its investigation and determines the outage or other service-related problem is not caused by LP&L's equipment.</p> | |

| Charge No. | Name and Description | Amount |
|--|--|--|
| | Business Day (8:00 AM - 5:00 PM, Monday – Friday, CPT) | \$50.00 |
| | Business Day (Other Hours) | \$75.00 |
| | Weekend | \$75.00 |
| | Holiday | \$75.00 |
| Tampering and Related Charges (All Meter Types) | | |
| (13) | Tampering (minimum charge) This service investigates and corrects the unauthorized use of Delivery System or other Tampering with LP&L’s Meter or Metering Equipment, or the theft of electric service by any person at the Customer’s Premises. Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and associated equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use. | \$200.00 Additional Costs As Calculated |
| (14) | Broken Outer Meter Seal This service replaces a broken outer Meter seal. | \$0.00 |
| Denial of Access Charges (All Meters) | | |
| (15) | Inaccessible Meter This charge applies when LP&L personnel are unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer as a result of continued denial of access to the Meter. | \$0.00 |
| (16) | Denial of Access to LP&L’s Delivery System This charge applies when Customer fails to provide access to Customer’s Premises and includes all costs incurred by LP&L to obtain such access. | As Calculated |
| Non-Standard Metering Service Recurring Fee | | |
| (17) | Non-Standard Metering Service Recurring Monthly Fee Applicable to a Customer receiving Non-Standard Metering Service. | \$24.56 |

| Charge No. | Name and Description | Amount |
|---|--|---------------|
| Miscellaneous Charges | | |
| (18) | <p>Miscellaneous Charges</p> <p>This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any Rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided. This also includes the reasonable costs incurred for performing the necessary removal of any obstruction interfering with the provision of service to the Customer.</p> | As Calculated |
| Temporary Service | | |
| (19) | <p>Temporary Service</p> <p>Applicable to a request to energize a Customer's temporary service connection to the Delivery System during normal business hours. Such requests must be received by LP&L at least two Business Days prior to the Competitive Retailer's requested date and shall be completed no later than the requested date.</p> | \$240.60 |
| Disconnection / Reconnection for Non-Payment of Charges (Non-Standard Meter) | | |
| (20) | <p>Disconnection for Non-Payment (DNP)</p> <p>This service discontinues Delivery to Customer's Point of Delivery due to Customer's non-payment of charges billed by Competitive Retailer or LP&L. LP&L may also discontinue Delivery to Customer's Point of Delivery due to Customer's failure to fulfill obligations to LP&L pursuant to a contract, this Tariff, or other Applicable Legal Authorities.</p> <p>Unless a dangerous condition exists, or the Customer requests disconnection, LP&L shall not discontinue Delivery to a Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) on a holiday or weekend, or the day immediately preceding a holiday or weekend, unless LP&L personnel are available to reconnect service on those days; or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. LP&L also shall not discontinue Delivery to Customer's Point of Delivery between the hours of 5:00 PM CPT and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.</p> <p>LP&L shall complete performance of the service within three Business Days of the requested date, provided: (1) the requested date is a Business Day, (2) LP&L receives the order by 5:00 PM CPT on a Business Day, and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, LP&L shall treat the next Business Day as the requested date. LP&L may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> | |

| Charge No. | Name and Description | Amount |
|------------|--|---------|
| | <p>If the order is received by LP&L less than two Business Days prior to the requested date, LP&L shall complete performance of the service within four Business Days after the date the order is received.</p> <p>LP&L shall not charge Competitive Retailer for performance of the service if LP&L initiates disconnection for non-payment.</p> <p>Disconnection at Meter</p> <p>Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)</p> | \$30.00 |
| (21) | <p>Reconnection After Disconnection for Non-Payment of Charges (DNP)</p> <p>This service restarts Delivery at Customer's Point of Delivery after discontinuance due to Customer's non-payment of charges billed by Competitive Retailer or LP&L.</p> <p>LP&L shall complete performance of standard reconnection service on the date LP&L receives the order, provided LP&L receives the order by 2:00 PM CPT on a Business Day.</p> <p>If LP&L receives the order after 2:00 PM CPT on a Business Day, LP&L shall complete performance of the standard reconnection service on the date of receipt if possible, but no later than the close of LP&L's next Field Operational Day.</p> <p>LP&L shall complete performance of same-day reconnection service on the date LP&L receives the order, provided LP&L receives the order by 5:00 PM CPT on a Business Day. If the order is received by LP&L after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, LP&L shall complete performance of the service no later than the close of LP&L's next Field Operational Day.</p> <p>LP&L shall treat an order for reconnection service received after 7:00 PM CPT, or received on a Non-Business Day, as received at 8:00 AM CPT on the next Business Day.</p> <p>Absent exigent circumstances, including but not limited to damage to Customer's Installation, LP&L shall use all reasonable efforts to reconnect service within 48 hours after receipt of an order for reconnection service.</p> <p>However, if this requirement results in reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply.</p> <p>LP&L shall not charge Competitive Retailer for performance of the service if LP&L restarts Delivery reconnection after LP&L-initiated disconnection for non-payment.</p> | \$30.00 |

| Charge No. | Name and Description | Amount |
|------------|--|----------|
| (22) | Reconnection at Meter | |
| | i. Standard Reconnect | \$30.00 |
| | ii. Same Day Reconnect | \$69.70 |
| | iii. Weekend | \$86.45 |
| | iv. Holiday | \$111.25 |
| | Reconnection at Premium Location (e.g., pole, weatherhead, secondary box) | |
| | i. Standard Reconnect | \$30.00 |
| | ii. Same Day Reconnect | \$69.70 |
| | iii. Weekend | \$131.80 |
| | iv. Holiday | \$162.40 |

5.4 DISTRIBUTED GENERATION INTERCONNECTION POLICIES

5.4.A LP&L INTERCONNECTION GUIDELINES

Steps to Interconnect Renewable Generation within the LP&L Certificated Area

5.4.A.1

A Customer seeking to install renewable generation at their residence or business will need to complete the Interconnection Agreement for distributed generation facilities (“Interconnection Agreement”), available on LP&L’s website.

5.4.A.2

After reviewing and signing the Interconnection Agreement, the customer returns the signed Interconnection Agreement to LP&L in person, by mail, or by email at:

| | | |
|---|---|--|
| In Person: CoLU Customer Service 1314 Ave K Lubbock, TX 79401 | By Mail: CoLU Customer Service Attn: Account Support P.O. Box 10541 Lubbock, TX 79048-3541 | By Email: customerrelations@lpandl.com |
|---|---|--|

5.4.A.3

After LP&L has approved and executed the Interconnection Agreement, an Authorization Letter will be sent to notify the customer that the Interconnection Agreement has been approved and authorizing the customer to proceed as follows:

If the customer address is inside the city limits:

- The customer (or customer’s selected electrician) is required to obtain a building inspection permit prior to the installation of the distributed generation system. The building inspection permit may be obtained from the City of Lubbock Building Inspection Department at 1314 Avenue K or by calling (806) 775-2087. The customer (or customer’s selected electrician) will be required to provide a copy of the LP&L Authorization Letter to the Building Inspection Department.
- Upon completion of the installation of the distributed generation, the customer (or customer’s selected electrician) will request a final inspection from the City of Lubbock Building Inspection Department at 1314 Avenue K or by calling (806) 775-2087.
- Upon final inspection, LP&L will contact the customer within 7 to 14 business days to schedule an appointment to install the appropriate meter and establish the Distributed Generation Delivery System Service Rate on the customer’s account.

If the customer address is outside the city limits:

- Upon completion of the installation of the renewable generation system, the customer shall notify LP&L that installation is complete and submit proof to LP&L that such installation was verified and validated by a licensed electrician. LP&L will then contact the customer within 7 to 14 business days to schedule an appointment to install the appropriate meter and establish the Distributed Generation Delivery System Service Rate on the customer’s account.

After LP&L has approved and executed the Interconnection Agreement, an Authorization Letter will be sent to notify the customer that the Interconnection Agreement has been approved and authorizing the customer to proceed. LP&L may charge Customer for costs associated with interconnection requests.

5.5 CONSTRUCTION SERVICE CHARGES

5.5.A AVAILABILITY

Applicable to all Competitive Retailers and Customers requesting construction services by LP&L.

The service charges listed below are in addition to any other charges made under LP&L's Delivery Service Tariff and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or LP&L's cost plus appropriate adders.

5.5.B DISCRETIONARY CHARGES FOR CONSTRUCTION SERVICE INCLUDE:

| | | |
|---------|---|--|
| SER057 | Delivery System Facilities Relocation/Removal Charge Applicable to requests for relocation or removal of LP&L facilities at the request of and for the benefit of the requestor. | As Calculated |
| SER040 | Delivery System Facilities Installation Charge Applicable to requests made for new electric service or upgrade in electric service for requests involving the installation, construction, or extension of Delivery System facilities. This includes all conductor, conduit, transformers, and any associated equipment. | As Calculated |
| ODL003 | Street Lighting Facilities Installation Charge Applicable to requests made for installation of residential street lights within Lubbock city limits pursuant to applicable City Ordinances. Inspection of Customer provided non-stock street lights | \$4,000 per light \$100 per light |
| SER0547 | Additional Service Design Charge Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Customer for the Customer's sole benefit. | As Calculated |
| SER0458 | Temporary Facilities Charge Applicable to requests made in conjunction with short-term construction projects. Install and remove single phase overhead service wires and transformer (up to 50kVA) on existing pole. All other temporary facilities installation and removal that require mobilization of line crews. | \$1,000.00 As Calculated |

5.5.C GENERAL: DELIVERY SYSTEM FACILITIES

LP&L is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Customer's Point of Delivery to LP&L's Delivery System. LP&L makes extension of Delivery System facilities to Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Customer except in those instances where the cost of the requested

extension of LP&L's facilities is in excess of the standard allowances stated herein, or where the requested facilities are greater than the required facilities needed to serve the Customer's load as determined by LP&L, or where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Customer for all extensions where the estimated cost of the extension is in excess of the standard allowances, the Customer has requested additional facilities above those required to provide service as determined by LP&L, or the Customer has requested installation of non-standard facilities. The cost of all facilities, equipment, and services that LP&L is to provide under this Delivery Service Tariff will constitute the components of the Delivery System facilities necessary to provide Delivery Service to Customer. These costs will be compared to the standard allowance to determine the amount of CIAC that will be recovered from the Customer, if any. At LP&L's discretion, CIAC provided by the customer could be considered for a refund in the form of a billing credit over a specified timeframe. Such consideration is usually intended for large construction projects and would be subject to load and demand thresholds within a specified timeframe.

5.5.D STANDARD DELIVERY SYSTEM FACILITIES

Except in those areas where Network Service is the existing or planned service in use, LP&L's standard Delivery System facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single, single-phase or three- phase source to Customer at one Point of Delivery, with one standard LP&L Meter, at one of LP&L's available standard voltages. In those areas where Network Service is the existing or planned service in use, LP&L's standard Delivery System facilities consist of the facilities necessary to provide Network Service.

5.5.E NON-STANDARD FACILITIES

Except in those areas where Network Service is the existing or planned service in use, non-standard facilities include but are not limited to a two-way feed, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, poles other than wooden poles, or facilities necessary to provide service at a non-standard voltage. Non-standard facilities also include underground facilities except in those locations where LP&L determines, for engineering or economic reasons, that underground facilities shall constitute standard facilities.

In those areas where Network Service is the existing or planned service in use, Network Service is the only Delivery Service available.

If Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then LP&L may construct such facilities. If an entity requests LP&L to install non-standard facilities, then the projected additional cost of such non-standard facilities shall be paid by the requesting entity to LP&L prior to installation of such facilities. LP&L may, at its option, allow for the payment of the additional costs over a period of time.

LP&L shall replace underground facilities with similar underground facilities except for subsurface transformers, which shall be replaced by surface pad-mounted transformers unless LP&L determines, based on engineering or economic reasons, that a replacement subsurface transformer is more appropriate.

A Facility Service Agreement or Delivery Service Agreement may be required for the installation of Non-Standard Facilities, to be negotiated between the Customer and LP&L. The Director of Electric Utilities has delegated authority herein to negotiate and enter into such Facility Service Agreement or Delivery Service Agreement as he or she determines is in the best interest of LP&L's ratepayers.

5.5.F CUSTOMER'S ELECTRICAL INSTALLATION

Customer's Electrical Installation must comply with the requirements set forth in this Delivery Service Tariff and all applicable LP&L installation standards, which are available upon request.

5.5.G SPACE REQUIREMENTS

Customer shall grant to or secure for LP&L, at Customer's expense, any rights-of-way or easements on property owned or controlled by Customer that are necessary for LP&L to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Customer. Such easement will be in a form acceptable to LP&L.

With respect to distribution facilities, Customer shall provide any necessary rights-of-way on property not owned or controlled by Customer. If Customer is unable to secure for LP&L any necessary rights-of-way or easements on property not owned or controlled by Customer, Customer shall be responsible for the actual costs incurred by LP&L in obtaining and clearing such rights-of-way or easements.

Customer shall also provide, without cost to LP&L, Suitable Space for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Customer and for installation of metering facilities. In those areas where Network Service is the existing or planned service in use, then Customer shall provide, without cost to LP&L, the space required for the installation of the facilities required for double contingency underground service.

5.5.H OVERHEAD DELIVERY SERVICE

5.5.H.1 Standard Service Drop

Except in those areas where Network Service is the existing or planned service in use, LP&L shall provide, install, and maintain Service Drop to the Point of Delivery approved by LP&L. Customer shall provide and install a point of attachment (such as a bracket, eye bolt, house knob, metal clevis, etc.) with adequate support that is acceptable to LP&L and meets all applicable codes.

5.5.H.2 Service Entrance Conductor

Customer's Service Entrance Conductors are terminated on the outside of the service head and will not be less than 24 inches or the minimum length required by City ordinance, whichever is greater. The connections between the Customer's Service Entrance Conductors and the LP&L's Service Drop conductors are made by LP&L.

5.5.H.3 Connections at Point of Delivery

LP&L makes connections of LP&L's conductors to Customer's conductors at the Point of Delivery.

5.5.I UNDERGROUND DELIVERY SERVICE

Underground service is provided to Customer under the following conditions:

5.5.I.1 Location and routing of LP&L's Delivery System is determined by LP&L.

5.5.I.2 Prior to beginning of construction, Customer provides easements at no cost to LP&L for the underground conductors, pad mount transformers and associated equipment. Typically, these are granted by way of plat submittals through the City of Lubbock before a new or re-plat is recorded. Post plat recording, Customer shall execute a written easement agreement with LP&L in a form acceptable to LP&L. The Director of Electric Utilities has the delegated authority to accept such written easements as provided by Resolution No. 2021-R0051 by the City Council of the City of Lubbock dated February 9, 2021, and such other delegations as may be provided consistent with this provision.

5.5.I.3 LP&L may extend its conductors to Customer's switchgear or service entrance enclosure when LP&L considers such conductors as being outside of building.

5.5.I.4 Before the installation of LP&L's underground Delivery System facilities, Customer completes rough site grading, establishes final grade along the conductor route, and clears area of all obstructions. Any installation of obstructions (such as asphalt or concrete walk, driveway, street, alley, parking facilities, etc.) which interfere with the installation of LP&L facilities will be corrected by and at the expense of Customer. No change is made in the grade along the conductor route or easement without consent of LP&L. Any lowering or raising of electrical conductors or associated equipment required by any change in grade is at the expense of Customer, including necessary grade work.

5.5.I.5 Competitive Retailer or Customer shall pay any amount due under this Rate Schedule, as applicable.

5.5.J DELIVERY SERVICE FROM LP&L'S EXISTING UNDERGROUND DELIVERY SYSTEM

In certain areas of the LP&L's Delivery System where substantial investments have been made in underground service facilities, such as Network Service, and overhead service extensions into these areas are impractical and would nullify the benefits of past investments, LP&L retains the right to limit Delivery Service to Customer from LP&L's existing underground Delivery System.

In certain areas of LP&L's Delivery System, including but not limited to portions of downtown Lubbock, LP&L provides Network Service from its underground service facilities. In those areas where Network Service is provided, the standard service is double contingency underground service.

The phase and voltage of Delivery Service in areas served from LP&L's underground Delivery System may be limited to that which can be provided from existing facilities.

5.5.K SERVICE LATERAL – SECONDARY VOLTAGE

LP&L furnishes, installs and maintains the Service Lateral connecting LP&L's Delivery System to Customer's Point of Delivery for permanent residential single-phase service.

5.5.L TRANSFORMER AND EQUIPMENT

LP&L provides, installs, owns and maintains transformer(s) and equipment for Customers taking service at secondary voltage. Customer provides, without cost to LP&L, space on Customer's Premises suitable to LP&L for the installation, operation, and maintenance of transformers and other equipment required to provide Delivery Service to the Customer. Customer provides adequate and accessible pad space as determined by LP&L to allow transformer equipment maintenance and replacement. Required space for equipment considers any above ground construction or portion of a building which extends over the pad. Passageways adequate to accommodate trucks and other necessary lifting and hauling equipment are provided by Customer to allow replacement of transformers and other devices.

5.5.M VAULT

When a vault for LP&L's transformers, switchgear or other facilities is required on Customer's Premises, and location is acceptable to LP&L, Customer provides and installs the vault, at its cost, in accordance with LP&L specifications. If the vault is located inside or under Customer's building due to lack of any suitable space outside the building, Customer provides the necessary Raceway for LP&L's conductors so that such conductors are considered outside of building. LP&L installs in the vault, transformers and/or other facilities necessary to provide Delivery Service to the Customer. The Customer is responsible for shielding or limiting utilization of adjoining building sections as necessary to limit noise and electromagnetic emissions. The Customer is responsible for the cost of conducting studies and measurements to project or determine levels

of emissions. Customer takes Delivery Service at the secondary terminals of LP&L transformers or other facilities located in the vault as specified by LP&L. Under any other conditions, Customer takes service outside the building.

5.5.N METER

All Meters used to measure the amount of Electric Power and Energy delivered by LP&L for use in the calculation of Delivery System Charges, are installed and maintained by LP&L. Meters shall be located outside the building. If the customer requires a meter location other than outside the building and LP&L approves such location, the customer shall install and own the electric service conductors from a point of delivery outside of the building (either secondary transformer terminals or service enclosure). All Meter transformers and transockets shall be furnished and owned by LP&L for these purposes. Where Customer requests the installation of an LP&L Meter other than LP&L's standard Meter, Customer pays the appropriate installation and monthly maintenance cost in accordance with the applicable rate schedule of this Delivery Service Tariff.

LP&L may, at its option and at its expense, relocate any LP&L-owned or Non LP&L-Owned Meter. In case of a relocation made necessary due to inaccessibility, hazardous location, or dangerous conditions for which Customer is responsible, or in order to prevent a recurrence of unauthorized use of Delivery Service or tampering with equipment, Customer, or Customer's Competitive Retailer may be required to relocate Customer's service facilities and LP&L facilities, including the Metering Equipment, to a location agreeable to LP&L at the Customer's expense.

Under no circumstance is any meter installation to be moved or relocated except as authorized by LP&L.

5.5.O STANDARD FACILITY EXTENSIONS

Extension of standard facilities to permanent Customers within LP&L's certificated area, where the estimated cost to extend facilities does not exceed the standard allowances stated herein, will be provided to Customers at no cost. The cost of the extension is calculated using the route of the new line, as determined by LP&L, from LP&L Delivery System facilities, which includes primary, secondary, and service drop for overhead facilities or Service Lateral for underground facilities, to the Point of Delivery. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's standard allowance. Customer makes a one-time non-refundable CIAC for the cost of providing an extension in excess of the stated allowances.

LP&L makes extension of electric service to Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Customer except in those instances where the requested extension of LP&L's facilities is not economically justified or Customer requests facilities in excess of those required to provide service as determined by the LP&L. In those areas where Network Service is the existing or planned service in use, the extension of Network Service is made to Customer if Customer complies with the requirements for receiving Network Service described in this Delivery Service Tariff.

5.5.P OVERHEAD EXTENSIONS

LP&L makes extension of overhead electric service to permanent Customers if electric service desired by Customer is of the type and character of electric service which LP&L provides. The extension includes primary, secondary, and service drop to the point of delivery. The standard allowance for extension of service is determined using the estimated revenue from the new load over three years. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the maximum allowance for the overhead extension includes the sum of the estimated revenue over three years from the new loads in those applications. The allowance will be applied to each customer based on percentage of total new load in the submitted applications. Customer makes a one-time non-refundable

CIAC for the cost of providing an extension in excess of standard allowance based upon an estimated cost of extension for the type of facility installed.

5.5.Q UNDERGROUND EXTENSIONS

Except in those areas where Network Service is the existing or planned service in use, LP&L makes extension of underground electric service to permanent Customers if electric service desired by Customer is of the type and character of electric service which LP&L provides. The extension includes primary and secondary facilities to the point of delivery. The standard allowance for extension of service is determined using the estimated revenue from the new load over three years. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the allowance for the extension includes the sum of the estimated revenue over three years from the new loads in those applications. The allowance will be applied to each customer based on percentage of total new load in the submitted applications. Customer makes a onetime non-refundable CIAC for the cost of providing an extension in excess of standard allowance based upon an estimated cost of extension for the type of facility installed.

5.5.R STANDARD FACILITY EXTENSION: EXTENSIONS CALCULATION OF CIAC FOR UNDERGROUND STANDARD FACILITY EXTENSIONS BEYOND STANDARD ALLOWANCE

Customer will pay a CIAC amount to LP&L as determined by this Delivery Service Tariff, Discretionary Charge for Construction Service.

5.5.S CALCULATION OF CIAC FOR OVERHEAD STANDARD FACILITY EXTENSIONS BEYOND STANDARD ALLOWANCE

Customer will pay a CIAC amount to LP&L as determined per project. Calculation will be based on projected load demand and estimated cost of extending overhead facilities for electric service.

5.5.T CUSTOMER REQUESTED FACILITY UPGRADES

In the case of upgrades to Delivery System facilities necessitated by Customer adding load in excess of existing Delivery System facility capacity, only the cost of the facility upgrades that are attributable to the Customer's request will be included in calculating a CIAC.

5.5.U UNUSED STANDARD ALLOWANCE

Under no circumstance shall any unused standard allowance be paid or credited to the Customer or used to reduce the cost for installation of non-standard Delivery System facilities or non-standard street lighting facilities.

5.5.V NON-STANDARD FACILITY DELIVERY SYSTEM EXTENSIONS

If Customer desires Delivery System service that involves non-standard facilities as described in this Delivery Service Tariff, Customer must pay LP&L prior to LP&L's construction of non-standard facilities the total estimated cost of all non-standard facilities less the cost of standard facilities to meet Customer's request.

LP&L may terminate the provision of any Delivery Service utilizing non-standard facilities at the end of the term of the applicable Facility Extension Agreement or Discretionary Service Agreement, or in the absence of a Facility Extension Agreement or Discretionary Service Agreement, on reasonable notice to Customer and the Customer's Competitive Retailer.

5.5.W TEMPORARY DELIVERY SYSTEM FACILITIES

Customer must pay LP&L prior to LP&L's constructing temporary Delivery System facilities an amount equal to the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation, as set forth in Section 5.5.B of this Delivery Service Tariff.

5.5.X REMOVAL AND RELOCATION OF LP&L'S FACILITIES

LP&L may remove or relocate LP&L facilities upon request. The requesting entity pays the total cost of removing or relocating such facilities, unless LP&L deems such removal or relocation will benefit LP&L in terms of added revenue, improved system reliability or public safety.

5.5.Y BILLING AND REMITTANCE

Billing and Remittance for Construction Services will occur directly by and between LP&L and the Customer. Payment for Construction Service must be paid in full prior to any commencement of construction.

APPENDIX A

AGREEMENT BETWEEN LP&L AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF ACCESS BY THE COMPETITIVE RETAILER TO THE DELIVERY SYSTEM OF LP&L TO PROVIDE ELECTRIC POWER AND ENERGY TO COMPETITIVE RETAILER'S RETAIL CUSTOMERS (ACCESS AGREEMENT).

LP&L and Competitive Retailer hereby agree that their relationship regarding Access by Competitive Retailer to provide Electric Power and Energy to a Retail Customer will be governed by the terms and conditions that are set forth in LP&L Access Tariff approved, except for Chapters 2 and 5, by the Public Utility Commission of Texas (Commission). A copy of this Access Tariff may be obtained by contacting the Central Records Department of the Commission.

I. Notices, bills, or payments required in LP&L's Access Tariff will be delivered to the following addresses:

FOR LP&L

| | |
|--|--|
| Legal Name: | |
| Mailing Address: | |
| Phone Number: | |
| Email Address | |
| Payment address: (electronic and postal) | |

LP&L may change such contact information on written notice to Competitive Retailer.

FOR COMPETITIVE RETAILER

| | |
|--|--|
| Legal Name: | |
| Mailing Address: | |
| Phone Number: | |
| Fax Number: | |
| Email Address | |
| Billing address: (electronic and postal) | |
| PUC Certificate Number: | |

Competitive Retailer may change contact information on written notice to LP&L.

Notices for late payments must be submitted to the following address for Competitive Retailer:

Email Address: _____

II. DESIGNATION OF ENTITY PERFORMING BILLING

IF A SINGLE CONSOLIDATED BILL WILL BE PROVIDED, IT WILL BE PROVIDED BY:

_____ UTILITY or

_____ UTILITY REPRESENTATIVE or

_____ COMPETITIVE RETAILER AS UTILITY REPRESENTATIVE

IF A SINGLE CONSOLIDATED BILL WILL NOT BE PROVIDED, CHARGES FOR TRANSMISSION AND DISTRIBUTION CHARGES WILL BE BILLED BY:

_____ UTILITY or

_____ UTILITY REPRESENTATIVE or

_____ COMPETITIVE RETAILER AS UTILITY REPRESENTATIVE

III. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, AND IRREGULARITIES

Unless otherwise agreed to by Competitive Retailer and LP&L, Competitive Retailer will direct Retail Customers to call or contact LP&L to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following toll-free number supplied by LP&L for purposes of such reporting:

806-775-2509

Alternatively, and only with the mutual consent of Competitive Retailer and LP&L, one of the following options can be selected. *If one of these options is selected, please place a check on the line beside the option selected. ***These options and attendant duties are discussed in pro-forma access tariff section 4.10.A.***

_____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to LP&L.

_____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to LP&L at the following toll-free number:

806-775-2509

_____ Competitive Retailer will direct Retail Customers to call LP&L directly to report outages, interruptions, and irregularities at the following toll-free number:

806-775-2509

IV. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

Unless otherwise agreed to by Competitive Retailer and LP&L, Competitive Retailer will direct Retail Customers to call or contact LP&L directly to make service requests. Competitive Retailer will provide Retail Customer with the following toll-free number supplied by LP&L for purposes of such reporting:

806-775-2509

Alternatively, and only with mutual consent, one of the following options can be selected. *If one of these options is selected, please place a check on the line beside the option selected. ***These options and attendant duties are discussed in pro-forma access tariff section 4.10.A.***

_____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to LP&L at the following toll-free number:

806-775-2509

_____ Competitive Retailer will direct Retail Customers to call LP&L to report outages, interruptions, and irregularities at the following toll-free number:

806-775-2509

V. DESIGNATION OF CONTACT FOR BILLING INQUIRIES

Competitive Retailer may direct Retail Customers to contact L&L for billing inquiries related to charges for Delivery Service. Competitive Retailer will provide Retail Customer with the following toll-free number for purposes of Delivery Service billing inquiries.

806-775-2509

VI. REPRESENTATIONS

By signing this Agreement, Competitive Retailer represents and warrants all of the following:

1. Competitive Retailer is authorized to sell Electric Power and Energy to Retail Customers in the State of Texas.
2. Competitive Retailer has completed all flight testing, both with the applicable financial institutions and with the Electric Reliability Council of Texas (ERCOT).
3. Competitive Retailer agrees, when necessary, to submit EDI bank payments in the form and method prescribed by LP&L.

VII. TERM

The term of this Agreement will commence upon the date of execution by both Parties (the "Effective Date"). This Agreement will terminate upon mutual agreement of the Parties or upon the earlier of the date (a) the Competitive Retailer informs LP&L that it is no longer operating as a Competitive Retailer in LP&L's service territory; (b) a new Access Agreement between the Parties hereto becomes effective; (c) Retail Electric Provider is no longer certified by the PUC as a retail electric provider in LP&L's certificated service area; (d) Competitive Retailer has lost its municipal registration within the municipality, if applicable.

Termination of this Agreement for any reason will not relieve LP&L or the Competitive Retailer of any obligation accrued or accruing prior to such termination.

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

VIII. SIGNATURES

LP&L

| | |
|------------------|--|
| Print name: | |
| Legal signature: | |
| Date: | |

COMPETITIVE RETAILER

| | |
|------------------|--|
| Print name: | |
| Legal signature: | |
| Date: | |

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1 of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all system delivery and discretionary rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting a system delivery rate schedule ("Rate Schedule") for Lubbock Power & Light to the City Council pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock by filing same with the City Secretary;

WHEREAS, the Electric Utility Board, pursuant to Tex. Util. Code § 40.055(a), may, as required from time to time, set all terms of access, conditions, and rates applicable to the distribution service provided by Lubbock Power & Light;

WHEREAS, Chapter I, Article XII, Section 1, of the City of Lubbock Charter and §2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Delivery Service Tariff incorporating the Rate Schedule of Lubbock Power & Light be approved by the City Council prior to its adoption: NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board of the City of Lubbock, as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, hereby approves and submits the attached Delivery Service Tariff incorporating the Rate Schedule to the City Council and recommends that such Delivery Service Tariff, as attached hereto, be adopted effective as of November 1, 2024.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this resolution and the attached Delivery Service Tariff be filed with the City Secretary as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, and as may be required by Chapter 102 of the Texas Local Government Code, and shall be deemed filed with the City Secretary when this resolution and the attached Delivery Service Tariff are delivered to the City Secretary.

Passed by the Electric Utility Board the 30th day of August, 2024.


Gwen Stafford, Chair

ATTEST:


Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:


Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:


Keli Swan, LP&L General Counsel