

**City of Lubbock, Texas**  
**Regular City Council Meeting**  
**September 24, 2024**

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



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

<http://www.mylubbock.us>

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

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

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*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).*

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

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

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**11:00 a.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. DC-2023-CV-0500 *Fransisa Reyes v. City of Lubbock*
1. 1. 2. Article 22.03 of the Lubbock City Code and Chapter 13 of the Texas Water Code
1. 1. 3. Lake 7



1. 1. 4. Loop 88 Land Acquisition
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. Central Business District
1. 2. 2. Lake 7
1. 2. 3. Loop 88 Land Acquisition
1. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:
  1. 3. 1. City Attorney
  1. 3. 2. City Manager
  1. 3. 3. City Secretary
1. 4. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, Health/Educational Facilities Development Corporation Board, Lubbock Central Appraisal District Board of Directors, Lubbock Emergency Communications District Board of Managers, Planning & Zoning Commission, and the Zoning Board of Adjustment.
1. 5. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations or to deliberate an offer of a financial or other incentive to such business prospect.

#### **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 24, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. **Minutes**

4. 1. August 27, 2024 Regular City Council Meeting  
September 3, 2024 Special 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. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License Agreement, and related documents, by and between the City of Lubbock and Cavender Real Estate of Lubbock V, in the right-of-way on the east side of Avenue F between 17th Street and 18th Street.

5. 2. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License Agreement, and related documents, by and between the City of Lubbock and Chris and Jinna Norman, for right-of-way on the north side of 21st Street between Aberdeen Avenue and Slide Road.

5. 3. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Real Estate Sales Contract, for the purchase of real property located in Lots 3A and 3B, Block 1, Tech Gardens Addition to the City of Lubbock, Lubbock County, by and between the City of Lubbock and Jaime De La Cruz, of Lubbock, Texas.



5. 4. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 10, Block JS, Lubbock County, Texas (Parcel 17), East of Upland Avenue, North of 7th Street, to be utilized for the Upland Avenue, 4th Street to 19th Street, 22B Capital Improvements Project, which is a portion of the 2022 Street Bond Project.
5. 5. **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 (Parcel 16) located in Section 38, Block AK, of the GC R.R. Co. Survey, Lubbock County, Texas, to be utilized for the Upland Avenue, 34th Street to 50th Street, 22B Capital Improvements Project, which is a portion of the 2022 Street Bond Project.
5. 6. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street Use and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 10), on the north side of East 82nd Street, and west of King Avenue, to be utilized for the 82nd Street, I-27 to Martin Luther King Jr. Blvd - 22B Capital Improvements Project, which is a portion of the 2022 Street Bond Project.
5. 7. **Resolution - Engineering:** Consider a resolution receiving the Semi-Annual Report from the Capital Improvements Advisory Committee, regarding the progress and implementation of the Impact Fee Program.
5. 8. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18263, and all related documents, with Deerwood Construction, Inc., for waterline construction along East 4th Street.
5. 9. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18195, with Trifecta Services Company, for the demolition and removal of a water tower at 74th Street and Genoa Avenue.
5. 10. **Ordinance 2nd Reading - Planning:**  
Consider Ordinance No. 2024-O0130, 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)



5. 11.     **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute Professional Services Contract 17872, with SAFEbuilt, LLC, for the completion of a Zoning Map Analysis.
5. 12.     **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute an Interlocal Contract with the City of Shallowater for the continued purchase of wholesale water from the City's potable water system.
5. 13.     **Resolution - Facilities Management:** Consider two resolutions authorizing the Mayor to execute a Lease Agreement Extension with Wilkerson Investment Company for 401 and 405 34th Street, and 530 36th Street, currently being used by several City departments for operations.
5. 14.     **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement, and all related documents, by and between the City of Lubbock Public Health Department and StarCare Specialty Health System, to assist in a behavioral health response to a disaster or emergency event.
5. 15.     **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Department of State Health Services (DSHS) Contract No. HHS001439500038, and all related documents, under the Center for Health Emergency Preparedness and Response Grant Program, by and between the City of Lubbock and the State of Texas, acting by and through DSHS.
5. 16.     **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Consultant Contract for Transit Services, by and between the Lubbock Metropolitan Planning Organization (LMPO) and the City of Lubbock/Citibus, to produce reports for LMPO that satisfy standards required by federal agencies.
5. 17.     **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute an amendment to the Memorandum of Understanding among the Lubbock Metropolitan Planning Organization, the Texas Department of Transportation, and Citibus, to add reference to the Transit Asset Management Plan and the Public Transportation Agency Safety Plan to satisfy Federal Transit Administration guidance.
5. 18.     **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Transportation Development Credit Agreement, TxDOT Project # TDC 2501 (05), with the Texas Department of Transportation, to reallocate Transportation Development Credits (TDCs), and to extend the grant time period the TDCs can be used as a local match.



5. 19. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a FY 2025 Section 5304 Planning Grant, TxDOT PLN 2504 (05) 039\_22, Project ID 51008040525, with the Texas Department of Transportation, for preliminary engineering, initial design and environmental work for the administrative/maintenance facility, downtown transfer facility, and mobility hubs.
5. 19. 1. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Professional Services Agreement, Contract 17678, with HDR Architecture, Inc., for Architectural and Engineering Services for the Citibus Administrative and Bus Fleet Maintenance Facility.
5. 20. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract 16537, with Swiftly, Inc., to add Operator Reports, Onboard Application, and the Automatic Passenger Counter Connector modules, to provide real-time updates on schedule adherence, routing, and detours along each route.
5. 21. **Resolution - Parks & Recreation:** Consider a resolution authorizing the Mayor to execute a Subrecipient Agreement, and all related documents, with the South Plains Association of Governments, related to funds passed through the U.S. Department of Health and Human Services to the Texas Department on Aging and Disability Services, for an Area Agency on Aging Direct Purchase of Services Program, to provide meals and transportation services for the City of Lubbock Senior Program.
5. 22. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001896, with Microsoft Corporation, for a 3-year renewal of the Microsoft Enterprise Support Services Agreement.
5. 23. **Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute a Consultant Contract between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO), to provide Geographic Information System services to LMPO, for FY 2024-25 and FY 2025-26.
5. 24. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute a Lease and Maintenance Agreement, and all related documents, with Wild West Harley-Davidson, for Police Motorcycles for the Lubbock Police Department.
5. 25. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute Purchase Order 10027796, with North American Rescue, LLC, for the purchase of Medical Supply Kits for the Lubbock Police Department.
5. 26. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute an agreement, by and between the City of Lubbock and the State of Texas, acting through the Texas Department of Transportation, for the temporary closure of state right-of-way during the 2024 United Supermarkets Lubbock Marathon.



5. 27. **Resolution - City Council:** Consider a resolution approving a contract amendment to American Rescue Plan Act (ARPA) Agreement No. 17174, between the City of Lubbock and YWCA of Lubbock, for job training services.
6. **Regular Agenda**
6. 1. **Resolution - City Secretary:** Consider a resolution to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District.
6. 2. **Resolution - Finance:** Consider a resolution amending the Gateway Street Projects Fund to define the scope of revenues from franchise fees to be included in the Fund.
6. 3. **Public Hearing - Planning (District 2):** Consider a request for Zone Case 1531-B, a request of Judith Struggs for a Historic Preservation Overlay District (HPO) to designate a property with a Local Historic Designation, on property zoned Low Density Single-Family District (SF-2) per Sections 39.02.009 and 2.03.662, at 2002 Cedar Avenue, located south of East 20th Street and west of Cedar Avenue, T.E. Wheelock's Second Addition, Block 15, Lots 11 and 12, and consider an ordinance.
6. 4. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 2161-M, a request of HFA for Lubbock Commercial Buildings, for a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at 2731 82nd Street, located south of 82nd Street and east of Elgin Avenue, on approximately 1.25 acres of unplatted land out of Block E-2, Section 13, and consider an ordinance.
6. 5. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 3267-A, a request of Spindleblock Properties, LLC for a zone change from Neighborhood Commercial District (NC) to Heavy Commercial District (HC), at 3202, 3204, 3206, 3208, 3210, and 3212 118th Street and 3215, and 3217 116th Street, located between 116th Street and 118th Street and east of Indiana Avenue, Triple C Business Park Addition, Tracts A through H, and consider an ordinance.
6. 6. **Ordinance 1st Reading - Wastewater Utility:** Consider an ordinance amending the City of Lubbock Code of Ordinances, Chapter 22, "UTILITIES", to provide for establishing new definitions, delineating sewer line repair and maintenance responsibilities, amending the regulation for City-participation for large mains, and repealing certain inapplicable provisions.
6. 7. **Resolution - Business Development:** Consider a resolution making findings that the Highland Oaks Public Improvement District (PID) meets the requirements of Chapter 372 of the Texas Local Government Code; accepting the Highland Oaks PID petition, which covers a portion of an area in Lubbock County, Texas, generally bounded by 146th Street to the north, Slide Road to the east, Woodrow Road to the south, and Frankford Avenue to the west; and calling for a public hearing to receive public comment on the formation of a public improvement district in the area depicted and described.



6. 8.      **Resolution - Business Development:** Consider a resolution accepting a petition to create a tax increment reinvestment zone pursuant to Texas Tax Code Sec.311.005(a)(4) to be called Tax Increment Financing District No. 4, located in the North Park Development area, approximately described as the area east of Frankford Avenue, south of Erskine Street, north of West Loop 289 and west of N. Winston Avenue and set a public hearing regarding same.



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## 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 Central Appraisal District Board of Directors, Lubbock Emergency Communications District Board of Managers, Planning & Zoning Commission, and the 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 Central Appraisal District Board of Directors, Lubbock Emergency Communications District Board of Managers, Planning & Zoning Commission, and the Zoning Board of Adjustment.

### Fiscal Impact

None

### Staff/Board Recommending

Courtney Paz, City Secretary

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## Attachments

*No file(s) attached.*



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### Information

#### Agenda Item

August 27, 2024 Regular City Council Meeting  
September 3, 2024 Special City Council Meeting

#### Item Summary

August 27, 2024 Regular City Council Meeting  
September 3, 2024 Special City Council Meeting

#### Fiscal Impact

None

#### Staff/Board Recommending

Courtney Paz, City Secretary

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### Attachments

8.27.2024

9.3.2024 S



**CITY OF LUBBOCK**  
**REGULAR CITY COUNCIL MEETING**  
**August 27, 2024**  
**12:30 P. M.**

**The City Council of the City of Lubbock, Texas met in regular session on the 27th of August, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:30 p.m.**

**12:30 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 Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; City Attorney Matt Wade

Absent: Council Member Brayden Rose

*Note: City Council addressed agenda items in the following order:  
•Executive Session; 2.1; 3.1-3.2; Citizen Comments 4; 5.1; 6.1-6.31; and 7.1-7.18.*

**1. Executive Session**

**The meeting recessed at 12:30 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:54 p.m., and the meeting was called to order at 3:35 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. North Park Tax Increment Financing District (TIF)
1. 1. 2. Chapter 1, Art. IX, Section 14 of the Lubbock City Charter
1. 2. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation, or reassignment of the following:
  1. 2. 1. City Attorney
  1. 2. 2. City Manager



**1. 2. 3. City Secretary**

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

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

City Council reconvened at 1:54 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: sewer lateral proposal, proposed personnel changes - wastewater fund, wastewater capital proposed change, airport passenger facility charge (PFC) debt, LP&L, FY 2025-26, Mayor Mark W. McBrayer's budget proposal, Council Member David Glasheen's budget proposal, and Council Member Dr. Jennifer Wilson's budget proposal.

**3:33 p.m. - The City Council continues in Open Session in City Council Chambers.**

**3. Ceremonial Items**

**3. 1. Invocation**

Reverend Jeff Fisher, Grace Lubbock United Methodist 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 3:35 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 27, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

**No one appeared to speak.**

5. **Minutes**

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve the July 23, 2024 Regular City Council Meeting minutes and the July 25, 2024 Special City Council Meeting - Joint Planning & Zoning Commission minutes.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member David Glasheen, to approve items 6.1-6.31.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

6. 1. **Budget Ordinance Amendment 2nd 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. 2. **Budget Ordinance Amendment 1st Reading - Finance:** 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.



6. 3.     **Resolution - Finance:** Resolution No. 2024-R0376 approving the Lubbock Emergency Communications District Budget for Fiscal Year 2024-25.
6. 4.     **Resolution - Planning:** Resolution No. 2024-R0377, pursuant to Chapter 42, Subchapter D, of the Texas Local Government Code, releasing the area described as Property I.D. R47350 by the Lubbock County Appraisal District, otherwise known as 5710 East FM 835, from the Extra-Territorial Jurisdiction of the City of Lubbock.
6. 5.     **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2024-O0107, abandoning and closing portions of an Underground Streetlight Cable Easement located in Lot 334, Lincoln 16 Addition, City of Lubbock, Lubbock County, Texas, south of Princeton Street and east of North Clinton Avenue.
6. 6.     **Resolution - Right-of-Way:** Resolution No. 2024-R0378 authorizing the Mayor to execute a Water Line Easement Agreement, and related documents, by and between the City of Lubbock and the Veterans Land Board of the State of Texas.
6. 7.     **Resolution - Right-of-Way:** Resolution No. 2024-R0379 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 12), to be utilized for the Upland Avenue: 4th Street to 19th Street 2022 Road Bond Project.
6. 8.     **Resolution - Right-of-Way:** Resolution No. 2024-R0380 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 2, Block JS, Lubbock County, Texas, (Parcel 3) to be utilized for the Milwaukee Avenue: 4th Street to North City Limits 2022 Road Bond Project.
6. 9.     **Resolution - Right-of-Way:** Resolution No. 2024-R0381 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 2, Block JS, Lubbock County, Texas (Parcel 7), to be utilized for the Milwaukee Avenue: 4th Street to North City Limits 2022 Road Bond Project.
6. 10.    **Resolution - Right-of-Way:** Resolution No. 2024-R0382 authorizing the Mayor to execute a Street and Alley Use License Agreement, and related documents, by and between the City of Lubbock and Trinity Church, Inc., in the right-of-way and alley, between Canton Avenue and University Avenue.
6. 11.    **Ordinance 2nd Reading - Engineering:** Ordinance No. 2024-O0108, amending Articles 39.04 and 39.07 of the Code of Ordinances of the City of Lubbock, by adding Articles 39.07.046, and amending Sections 39.04.012, 39.04.013, and 39.07.020, to allow for certain building permits to be approved while required infrastructure is constructed in parallel with other building activities.



6. 12. **Resolution - Engineering:** Resolution No. 2024-R0383 authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement Contract 17130, with Kimley-Horn and Associates, Inc., for engineering services for the reconstruction of the 34th Street: Upland Avenue to Milwaukee Avenue 2022 Road Bond Project.
6. 13. **Resolution - Engineering:** Resolution No. 2024-R0384 authorizing the Mayor to execute Public Works Contract 18185, with Rink's Lease Services, Inc., for water line relocation ahead of Loop 88 segment 3D, Milwaukee Avenue to Frankford Avenue.
6. 14. **Resolution - Public Works Water Utilities:** Resolution No. 2024-R0385 authorizing the Mayor to execute Contract 18032, with Blue Sky Plumbing, Corp., for installation of water Advanced Meter Infrastructure (AMI) and meter boxes.
6. 15. **Resolution - Public Works Water Utilities:** Resolution No. 2024-R0386 rejecting all bids for the Single Phase Pole-Mounted Transformers, for the Bailey County Well Field, as advertised in ITB 24-18114-LV.
6. 16. **Resolution - Public Works:** Resolution No. 2024-R0387 authorizing the Mayor to execute an amendment to the Interlocal Wholesale Water Sales Contract, with the Texas Department of Criminal Justice, for the continued purchase of potable water supplying the John Montford Unit Correctional Facility.
6. 17. **Resolution - Facilities Management:** Resolution No. 2024-R0388 authorizing the Mayor to execute Contract 18047, with King Consultant, Inc. for mold consulting services in various City of Lubbock buildings.
6. 18. **Resolution - Public Health Services:** Resolution No. 2024-R0389 authorizing the Mayor to execute an Interlocal Cooperation Agreement, and all related documents, for Intermediary Care Clinic funding, by and between the City of Lubbock and Lubbock County.
6. 19. **Resolution - Public Health Services:** Resolution No. 2024-R0390 authorizing the Mayor to execute Amendment No. 3 to the Administration Substance Use Disorder Services Grant Agreement Health and Human Services Contract No. HHS000779500001, and all related documents, by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.
6. 20. **Resolution - Public Health Services:** Resolution No. 2024-R0391 authorizing the Mayor to execute Amendment No. 3 to the Health and Human Services Commission Contract No. HHS000780500002, and all related documents, under the Substance Use Prevention, Treatment and Recovery Services Block Grant Program, to provide funding for Community Health Workers, by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.



6. 21. **Resolution - Public Health Services:** Resolution No. 2024-R0392 authorizing the Mayor to execute Amendment No. 4 to the Health and Human Services Commission Contract No. HHS00108140001, and all related documents, under the Substance Abuse Prevention and Behavioral Health Promotion Grant Program, by and between the City of Lubbock and the State of Texas Health and Human Services Commission.
6. 22. **Resolution - Public Health Services:** Resolution No. 2024-R0393 authorizing the Mayor to execute the Health and Human Services Commission Grant Agreement Contract No. HHS001081400002, and all related documents, under the Prevention and Behavioral Health Promotion Grant Program (PBHP), by and between the City of Lubbock, and the State of Texas Health and Human Services Commission.
6. 23. **Resolution - Community Development:** Resolution No. 2024-R0394 authorizing the Mayor to execute Emergency Solutions Grant Funding Agreement 18276, and all related documents, by and between the City of Lubbock and Family Promise of Lubbock, Inc., for homeless prevention and rapid rehousing for homeless individuals and families in Lubbock.
6. 24. **Resolution - Public Transit Services:** Resolution No. 2024-R0395 authorizing the Mayor to execute FY 2025 Section 5307 Grant, TxDOT URB 2503 (05), Project ID 51309030525, with the Texas Department of Transportation, for operating assistance to Citibus.
6. 25. **Ordinance 1st Reading - Business Development:** Ordinance No. 2024-O0112 approving the seventeenth supplemental ordinance updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.
6. 26. **Resolution - Business Development:** Resolution No. 2024-R0396 authorizing the Mayor to execute Contract 18219, with West Infrastructure Construction, LLC, for repairs to various streets in the North Overton Tax Increment Financing District Boundary.
6. 27. **Resolution - Civic Center:** Resolution No. 2024-R0397 authorizing the Mayor to execute Contract 18134, with Armstrong Mechanical Co. Inc., to provide procurement and installation of new heating water piping from the Civic Center Physical Plant to the Lubbock Memorial Civic Center.
6. 28. **Resolution - Information Technology:** Resolution No. 2024-R0398 authorizing the Mayor to execute Purchase Order 33001883, with CDW Government, Inc., for a three-year VMware Enterprise Software Licensing and Support Agreement.
6. 29. **Resolution - Information Technology:** Resolution No. 2024-R0399 authorizing the Mayor to execute Purchase Order 33001884, with Vertosoft, LLC, for a three-year renewal of the OpenGov Cloud Budgeting and Planning Solution Software and Support Services.
6. 30. **Resolution - Lubbock Fire Rescue:** Resolution No. 2024-R0400 authorizing the Mayor to execute Service Contract 18122, with PesTex Pest Control, for professional pest control services in all Lubbock Fire Rescue facilities.



6. 31. **Resolution - City Secretary:** Resolution No. 2024-R0401 authorizing a joint election(s) with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units, for said joint election(s), through September 30, 2025.

7. **Regular Agenda**

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

Courtney Paz, city secretary, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member David Glasheen, to appoint Ted Cleveland as chair and Jay House as vice chair of the Lubbock Water Advisory Commission.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

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

Courtney Paz, city secretary, gave comments and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to appoint Benny Guererro as chair of the Veterans Advisory Committee.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

7. 3. **Public Hearing - Planning (District 4):** 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.

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

Mayor McBrayer opened the public hearing at 3:40 p.m.

Abdula Alihair, the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 3:53 p.m.



Motion by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0113.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

- 7. 4. Public Hearing - Planning (District 5):** Ordinance No. 2024-O0114, 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.

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

Mayor McBrayer opened the public hearing at 3:40 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 3:53 p.m.

Motion by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0114.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

- 7. 5. Public Hearing - Planning (District 5):** Ordinance No. 2024-O0115, 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.

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

Mayor McBrayer opened the public hearing at 3:40 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 3:53 p.m.

Motion by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0115.



**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

- 7. 6. Public Hearing - Planning (District 5):** Ordinance No. 2024-O0116, 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.

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

Mayor McBrayer opened the public hearing at 3:40 p.m.

Tommy Harms, with Mountain Top Engineering, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 3:53 p.m.

Motion by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0116.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

- 7. 7. Public Hearing - Planning (District 6):** 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.

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

Mayor McBrayer opened the public hearing at 3:40 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 3:53 p.m.

Motion by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0117.

**Vote:** 6 - 0 Motion carried



Other: Council Member Brayden Rose (ABSENT)

- 7. 8. Public Hearing - Business Development:** Ordinance No. 2024-O0118 approving the proposed 2024 Assessment Rate for the Bell Farms Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or opposition.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to approve Ordinance No. 2024-O0118.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

- 7. 9. Public Hearing - Business Development:** Ordinance No. 2024-O0119 approving the proposed 2024 Assessment Rate for the Northwest Passage Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Northwest Passage PID; approving, adopting, and filing with the City Secretary the assessment roll; levying the 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and the owners thereof; and providing for the collection of the assessments.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or opposition.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to approve Ordinance No. 2024-O0119.

**Vote:** 6 - 0 Motion carried



Other: Council Member Brayden Rose (ABSENT)

- 7. 10. Public Hearing - Business Development:** Ordinance No. 2024-O0120 approving the proposed 2024 Assessment Rate for the Upland Crossing Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or opposition.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to approve Ordinance No. 2024-O0120.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

- 7. 11. Public Hearing - Business Development:** Ordinance No. 2024-O0121 approving the proposed 2024 Assessment Rate for the Upland Crossing 2 Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing 2 PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or opposition.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to approve Ordinance No. 2024-O0121.

**Vote:** 6 - 0 Motion carried



Other: Council Member Brayden Rose (ABSENT)

- 7. 12. Public Hearing - Business Development:** Ordinance No. 2024-O0122 approving the proposed 2024 Assessment Rate for the Upland Crossing 3 Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing 3 PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or opposition.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to approve Ordinance No. 2024-O0122.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

- 7. 13. Public Hearing - Business Development:** Ordinance No. 2024-O0123 approving the proposed 2024 Assessment Rate for the North Overton Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or opposition.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to approve Ordinance No. 2024-O0123.

**Vote:** 6 - 0 Motion carried



Other: Council Member Brayden Rose (ABSENT)

- 7. 14. Public Hearing - Business Development:** Ordinance No. 2024-O0124 approving the proposed 2024 Assessment Rate for the Quincy Park Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or opposition.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to approve Ordinance No. 2024-O0124.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

- 7. 15. Public Hearing - Business Development:** Ordinance No. 2024-O0125 approving the proposed 2024 Assessment Rate for the Valencia Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or opposition.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to approve Ordinance No. 2024-O0125.

**Vote:** 6 - 0 Motion carried



Other: Council Member Brayden Rose (ABSENT)

- 7. 16. Public Hearing - Business Development:** Ordinance No. 2024-O0126 approving the proposed 2024 Assessment Rate for the North Point Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or opposition.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to approve Ordinance No. 2024-O0126.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

- 7. 17. Public Hearing - Business Development:** Ordinance No. 2024-O0127 approving the proposed 2024 Assessment Rate for the Willow Bend Villas Public Improvement District (PID), reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Willow Bend Villas PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2024 assessments for the cost of certain services and improvements to be provided in the district during FY 2024-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council.

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

No one appeared to speak in favor or opposition.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Gordon Harris, to approve Ordinance No. 2024-O0127.

**Vote:** 6 - 0 Motion carried



Other: Council Member Brayden Rose (ABSENT)

**7. 18. Ordinance 2nd Reading - Planning:**

A. Ordinance No. 2024-00110, action on proposed amendments to the Unified Development Code (Ordinance No. 2023-00054) recommended for adoption, limited to the following:

1. Section 39.02.018.c.1.A (related to Residential Uses in the SF-2, MDR, and HDR Districts)
2. Table 39.02.004.c-2 (related to SF-2 Lot Density and Dimensions)
3. Table 39.02.004.d-2 (related to MDR Lot Density and Dimensions)
4. Table 39.03.023-2 (related to Base Public and Nonresidential Districts Sign Standards)
5. Section 39.07.041 and the Final Plat Submission Checklist (related to Final Plat Document Requirements and Applicant Responsibilities)
6. Section 39.07.040 and the Preliminary Plat Submission Checklist (related to Preliminary Plat Document Requirements and Applicant Responsibilities)
7. Section 39.10.002 (related to Definitions)
8. Section 39.02.016, Table 39.02.004.c-1, Table 39.02.004.d-1, Table 39.02.004.d-3, Table 39.02.004.e-1, Table 39.02.004.e-3, Table 39.03.009-1 (related to the Land Use Matrix)
9. Section 39.07.041.j (related to Final Plat Recording)
10. Section 39.07.041.k.3 (related to Final Plat and Preliminary Plat Renewal and Expiration)
11. Section 39.07.040.b (related to Preliminary Plat Purpose)
12. Table 39.02.004.e-2 (related to HDR Lot Density and Dimensions)
13. Table 39.02.016-1 (related to Outdoor Storage in the Industrial Park District (IP))
14. Section 39.02.020.d.7.C (related to Nonresidential and Mixed-Use Accessory Uses and Structures)
15. Section 39.02.020.c (related to Residential Accessory Uses and Structures)
16. Section 39.07.044.b (related to Waiver of Improvements)
17. Section 39.07.045.b (related to Delay of Improvements)
18. Section 39.02.018.e (related to Limited Use Standards)
19. Table 39.03.002-1 (related to Building and Site Design Applicability)
20. Table 39.02.004.c-3 (related to SF-2 Off-Street Parking and Loading Schedule)
21. Table 39.04.005-3 (related to Minimum Driveway Throat Length)
22. Section 39.04.021.b (related to Recording of Plat and Dedication of Improvements)
23. Table 39.03.016-1 (related to District Bufferyard Standards)
24. Section 39.02.020.b.6 (related to Nonresidential and Mixed-Use Fences)
25. Section 39.04.012 (related to Public Water Systems)
26. Section 39.04.013 (related to Public Wastewater Systems)
27. Section 39.02.023.b.3 (related to Specific Allowances for Height Requirements)
28. Table 39.02.022-1 (related to setback measurements)
29. Section 39.02.023.d.3 (related to Contextual Rear Setbacks)
30. Section 39.02.004.a.4.A, Section 39.02.004.b.4.A, Section 39.02.004.c.4.A, Section 39.02.004.d.4.A, and Section 39.02.004.e.4.A (related to Lot Density and Dimensions)
31. Table 39.02.006.b-2 (related to Office (OF) Lot Intensity and Dimensions)
32. Section 39.07.004.f (related to Plat Filing)

Jarrett Atkinson, city manager; and Kristen Sager, director of planning, 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 Ordinance No. 2024-00110.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

**4:05 P.M. CITY COUNCIL ADJOURNED**

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

The August 27, 2024 Regular City Council Meeting minutes were approved by the City Council on the 24th day of September, 2024.

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MARK W. McBRAYER, MAYOR

ATTEST:

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Courtney Paz, City Secretary



**CITY OF LUBBOCK**  
**SPECIAL CITY COUNCIL MEETING**  
**September 3, 2024**  
**2:00 P.M.**

**The City Council of the City of Lubbock, Texas met in special session on the 3rd of September, 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:*  
• 1.1-1.4.

**1. Regular Agenda**

- 1. 1. Public Hearing - Finance:** Hold a public hearing on the Proposed FY 2024-25 Operating Budget and Capital Program.

**Public Hearing only.**

Jarrett Atkinson, city manager, gave a presentation on the Proposed FY 2024-25 Operating Budget and Capital Program and answered questions from City Council.

Mayor McBrayer opened the public hearing at 2:00 p.m.

Ron Ader; Susan Cherry; Randy Christian; Mikel Ward; and Besty Bloechl appeared to speak on this item.

Mayor McBrayer closed the public hearing at 2:51 p.m.

- 1. 2. Public Hearing - Finance:** Hold a public hearing on a proposal to adopt a tax rate of 0.477402 cents per \$100 valuation, which is effectively a 2.28 percent increase in the tax rate (percentage the proposed tax rate exceeds the no-new-revenue tax rate).

**Public Hearing only.**

Mayor McBrayer opened the public hearing at 2:52 p.m.



Mikel Ward; and Robert Rogers appeared to speak on this item.

Mayor McBrayer closed the public hearing at 2:59 p.m.

- 1. 3. Ordinance 1st Reading - Finance:** 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.

Jarrett Atkinson, city manager, gave a presentation and answered questions from City Council. Discussion included, but was not limited to: sewer lateral proposal, proposed personnel changes - wastewater fund, wastewater capital proposed change, Exhibit G changes, Mayor Mark W. McBrayer's budget proposal, and Council Member Dr. Jennifer Wilson's budget proposal.

Discussion ensued among City Council after this item was re-opened for discussion and consideration during consideration of item 1.4. Jarrett Atkinson, city manager; Matt Wade, city attorney; and Seth Herman, chief of police, gave comments and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0128, adopting a budget as proposed by Council Member Dr. Jennifer Wilson, including the changes presented in Exhibit G.

**Vote:** 4 - 3 Motion carried

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



The following motions were considered after the motion to re-open item 1.3 for discussion and consideration was approved during consideration of item 1.4.

Motion by Council Member David Glasheen, seconded by Council Member Gordon Harris, to approve this item with the following amendment:

- **Amendment No. 1:** to approve a substitute ordinance to adopt a budget as proposed by Council Member David Glasheen, which includes the changes made in Exhibit G as presented, a projected increase in revenue of \$125,000, and removes the deletion of the Lake 6 fountain.

**Vote:** 1 - 6 Failed

NAY: Mayor Mark W. McBrayer  
Mayor Pro Tem Christy Martinez-Garcia  
Council Member Tim Collins  
Council Member Gordon Harris  
Council Member Brayden Rose  
Council Member Dr. Jennifer Wilson

Motion by Council Member Tim Collins, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Ordinance No. 2024-O0128, adopting a budget as proposed by Council Member Dr. Jennifer Wilson, including the changes presented in Exhibit G.

**Vote:** 5 - 2 Motion carried

NAY: Mayor Mark W. McBrayer  
Council Member David Glasheen

- 1. 4. Ordinance 1st Reading - Finance:** 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.

Matt Wade, city attorney; and 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 a property tax rate to be increased by the adoption of a tax rate of 0.470120, which is effectively a 0.72% increase in the tax rate, that would support the budget that was adopted by item 1.3.

**Vote:** 4 - 3 Failed



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

\*State law requires a supermajority of 60%, which is 5 votes, to approve a tax rate that is greater than the no-new-revenue tax rate.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member David Glasheen, to re-open discussion and consideration of item 1.3.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Ordinance No. 2024-O0129, to approve a property tax rate to be increased by the adoption of a tax rate of 0.470120, which is effectively a 0.72% increase in the tax rate.

**Vote:** 5 - 2 Motion carried

NAY: Mayor Mark W. McBrayer  
Council Member David Glasheen

#### **4:37 P.M. CITY COUNCIL ADJOURNED**

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

The September 3, 2024 Special City Council Meeting minutes were approved by the City Council on the 24th day of September, 2024.

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MARK W. McBRAYER, MAYOR

ATTEST:

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Courtney Paz, City Secretary



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## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License Agreement, and related documents, by and between the City of Lubbock and Cavender Real Estate of Lubbock V, in the right-of-way on the east side of Avenue F between 17th Street and 18th Street.

### Item Summary

Cavender Real Estate of Lubbock V is requesting a Street Use License for the purpose of installing a 250 square foot awning in the right-of-way on the east side of Avenue F between 17th Street and 18th Street.

The term of the license is for 20 years, payable every 5 years in advance, and each successive 5-year term not to exceed 20 years, unless either party provides written notice of termination to the other party. The license fee for each 5-year period is \$500 paid in advance, pursuant to current City policy.

### Fiscal Impact

\$500 to the General Fund

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

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## Attachments

Resolution - Cavender RE of Lubbock V

Street use License - Cavender RE of Lubbock V

GIS Map - Cavender RE of Lubbock V



**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License Agreement by and between the City of Lubbock and Cavender Real Estate of Lubbock V, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney

RES.Street Use License Agreement- Cavender Real Estate of Lubbock V



**STREET USE LICENSE**

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

This License made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, and **CAVENDER REAL ESTATE OF LUBBOCK V, Stephen B. Cavender, Owner**, hereinafter called 'LICENSEE.'

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of a dedicated street for a canopy overhang, to-wit:

BEGINNING at the N. W. corner of Lot 1, Block 217, Original Town Addition to the City of Lubbock, Lubbock County, Texas;

THENCE 5 feet West;

THENCE 50 feet South;

THENCE 5 feet East;

THENCE 50 feet North to the POINT OF BEGINNING.

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **P.O. Box 681237, San Antonio, Texas 78268**, or the last known address of LICENSEE.

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

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each



succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a policy of public liability and property damage insurance within limits specified by and in a form satisfactory to the City



Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as the insured, said policy covering the uses herein granted.

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

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

CITY OF LUBBOCK

By: \_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

  
Amy L. Sims, Deputy City Attorney



AGREED TO AND ACCEPTED this 26<sup>th</sup> day of AUGUST, 2024.

CAVENDER REAL ESTATE OF LUBBOCK V

  
By: STEPHEN B. CAVENDER, OWNER

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

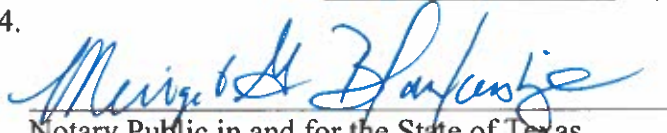
THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Stephen B. Cavender**, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated as the act and deed of said **Cavender Real Estate of Lubbock V**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of AUGUST, 2024.



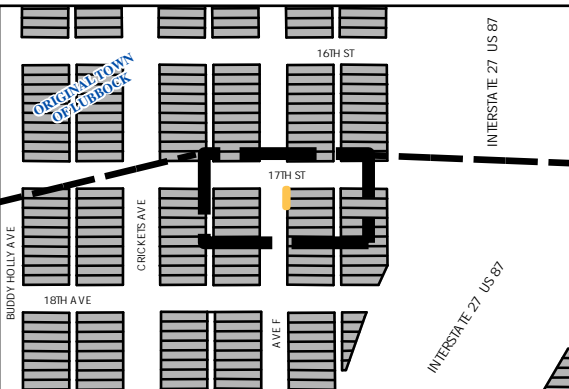
  
Notary Public in and for the State of Texas

My Commission Expires: 8/25/2027

Street Use License- Cavender Real Estate of Lubbock

STREET USE LICENSE  
CAVENDER REAL ESTATE OF LUBBOCK V





## Proposed Street Use License Located within Section 1, Block O



0 25 50 100 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



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## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License Agreement, and related documents, by and between the City of Lubbock and Chris and Jinna Norman, for right-of-way on the north side of 21st Street between Aberdeen Avenue and Slide Road.

### Item Summary

Chris and Jinna Norman are requesting a Street Use License for the purpose of a 209 square foot brick, stone, and wood fence in the right-of-way on the north side of 21st Street, between Aberdeen Avenue and Slide Road.

The term of the license is for 20 years payable every 5 years in advance, and each successive 5-year term not to exceed 20 years, unless either party provides written notice of termination to the other party. The license fee for each 5-year period is \$500 paid in advance, pursuant to current City policy.

### Fiscal Impact

\$500 to the General Fund

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

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## Attachments

Resolution - Norman 21st & Slide

SUL - Norman 21st & Slide

GIS Map - Norman 21st & Slide



**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License Agreement by and between the City of Lubbock and Chris and Jinna Norman, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

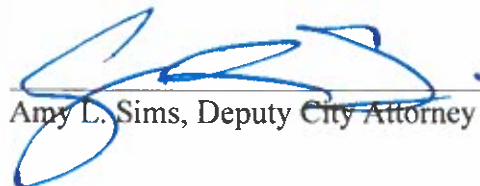
ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney

RES.Street Use License Agreement- Chris and Jinna Norman



## STREET USE LICENSE

THE STATE OF TEXAS

202

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK

205

This License made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, and **CHRIS AND JINNA NORMAN**, hereinafter called 'LICENSEE.'

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of a dedicated street for a brick, stone and wood fence, and being further described as follows:

BEGINNING at a point that is 5.00 feet East of the Southeast corner of Lot 3, Lewis Estates Addition to the City of Lubbock, Lubbock County, Texas;

THENCE South 4.00 feet to a point;

THENCE East 203.00 feet to a point;

THENCE North 4.00 feet to a point;

THENCE West 1.00 feet to a point;

THENCE South 3.00 feet to a point;

THENCE West 201.00 feet to a point;

THENCE North 3.00 feet to a point;

THENCE West 1.00 feet to the POINT OF BEGINNING.

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **5202 21<sup>ST</sup> Street, Lubbock, Texas 79407**, or the last known address of LICENSEE.

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



such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a



policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

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

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph five (5).

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

By: \_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary



THE STATE OF TEXAS                   §

COUNTY OF LUBBOCK                   §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_



APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Amy L. Sims  
Amy L. Sims, Deputy City Attorney

AGREED TO AND ACCEPTED this 16 day of September, 2024.

Chris Norman  
CHRIS NORMAN

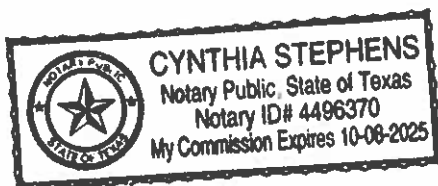
Jinna Norman  
JINNA NORMAN

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of September, 2024.



Cynthia Stephens  
Notary Public in and for the State of Texas

My Commission Expires: 10-08-2025

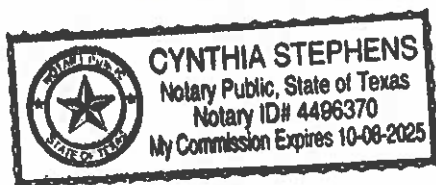


THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Chris Norman**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day  
of September, 2024.



Cynthia Stephens  
Notary Public in and for the State of Texas

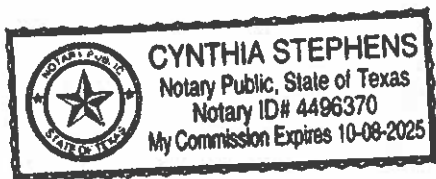
My Commission Expires: 10-08-25

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Jinna Norman**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day  
of September, 2024.



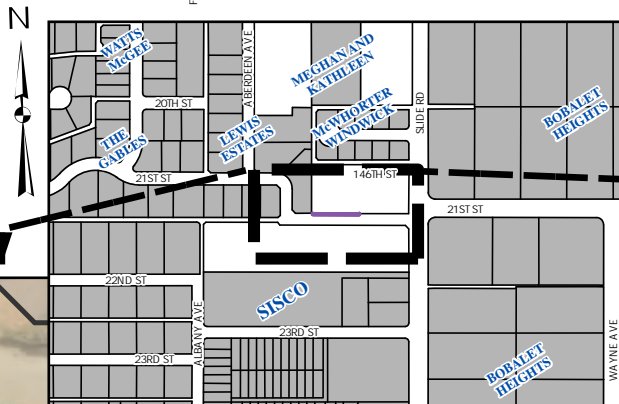
Cynthia Stephens  
Notary Public in and for the State of Texas

My Commission Expires: 10-08-2025

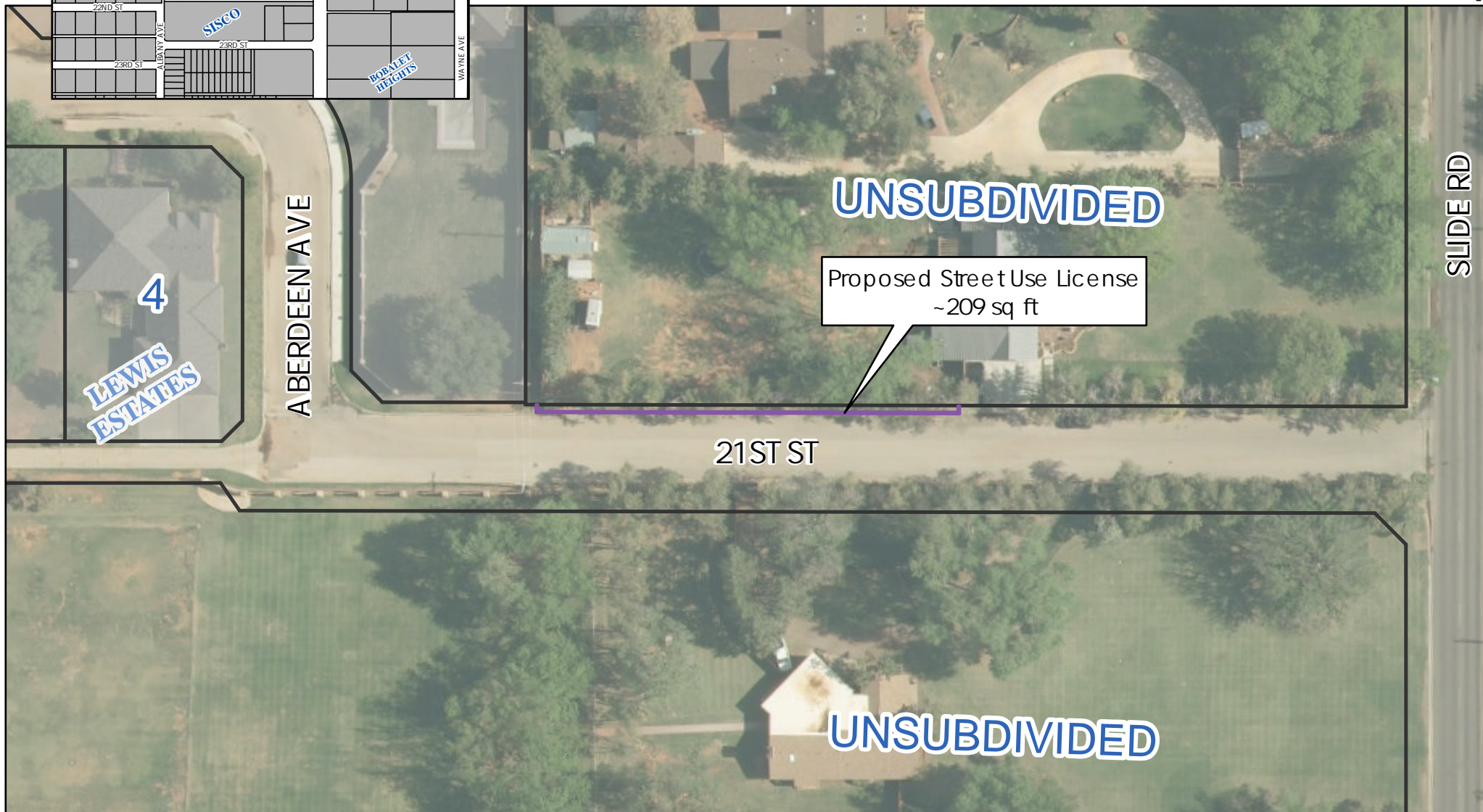
Street Use Lic-Chris and Jenna Norman

STREET USE LICENSE  
G. RANDALL ANDREWS, JR.





## Proposed Street Use License Located within Section 5, Block E2



0 50 100 200 Feet



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## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Real Estate Sales Contract, for the purchase of real property located in Lots 3A and 3B, Block 1, Tech Gardens Addition to the City of Lubbock, Lubbock County, by and between the City of Lubbock and Jaime De La Cruz, of Lubbock, Texas.

### Item Summary

The City of Lubbock is acquiring land to be utilized for expansion of the LP&L sub-station on Erskine Street, west of Detroit Avenue.

The proponents will dedicate 2 lots totaling 14,047 square feet, subject to final approval by the City Council and approval of title.

### Fiscal Impact

The cost of the land acquisition is \$34,000 plus closing costs. This acquisition is funded by Capital Improvements Project 92834 - Erskine: Land Acquisition.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

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## Attachments

Resolution Tech Gardens Lot 3a & 3b

Real Estate Sales Contract Signed

GIS Map Tech Gardens Lot 3a & 3b

CIP 92834 Budget Detail



**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Real Estate Sales Contract for the sale of real property located within Lots 3A and 3B, Block 1, Tech Gardens Addition to the City of Lubbock, Lubbock County, by and between the City of Lubbock and Jaime De La Cruz, 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

RES.Contract- Real Estate Sales Contract De La Cruz



## **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: Jaime De La Cruz**

Address: 1318 N. King Avenue  
Lubbock, TX 79403-3002

Phone: (806)632-4837

**Buyer: City of Lubbock, Texas**

Address: 1314 Avenue K  
Lubbock, Texas 79401

Phone: (806)775-2329

**Property:**

Tract I: (2909 Erskine Street, Lubbock, Texas 79415)  
Lot 3B, Block 1 of the Tech Gardens Addition to the City of Lubbock, Lubbock County, Texas

Tract II (2911 Erskine Street, Lubbock, Texas 79415)  
Lot 3A, Block 1 of the Tech Gardens Addition to the City of Lubbock, Lubbock County, Texas

**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: THIRTY-FOUR THOUSAND AND NO/100 DOLLARS (\$34,000.00)**

**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 shall perform a survey 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:* Thirty (30) days after the Effective Date, subject to Section G.
8. *Closing Date:* Fifteen (15) days after the end of the Inspection Period

**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*

*N/A*

**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.* To the extent permitted by law, 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: JAIME DE LA CRUZ**

 - owner  
By: (Signature, Title)

  
By: (Printed Name)

  
Date:

**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



**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 limited liability partnership, 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 municipal corporation 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:

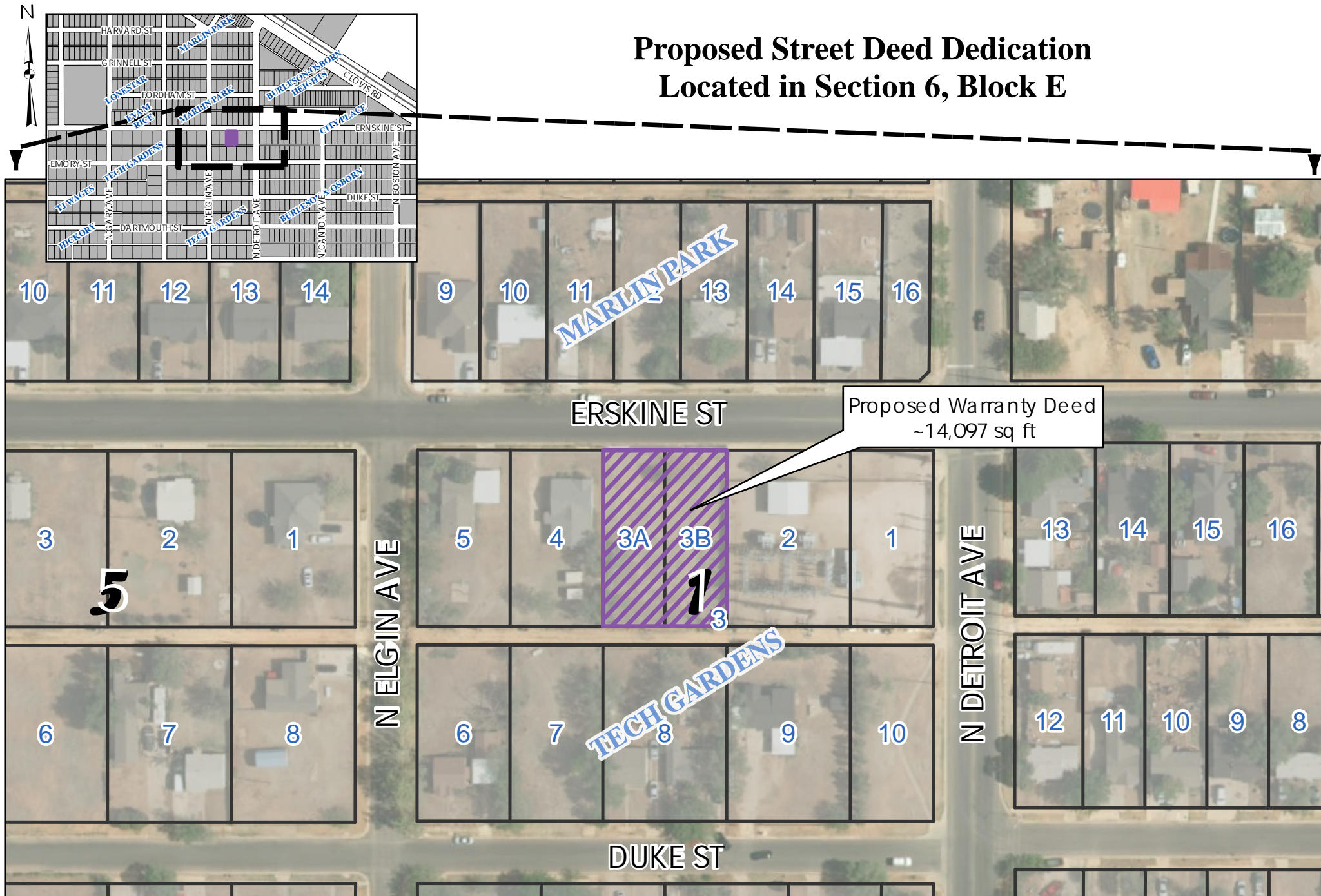
1. *Storage Tanks Disclosure Provider.* Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code.
2. *Notice to Purchaser Regarding Restrictive Covenants.* Notice of deed restrictions, described in section 212.155 of the Texas Local Government 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**



# Proposed Street Deed Dedication Located in Section 6, Block E



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.



Digital Orthophotography - May 2023



**Lubbock Power and Light  
Capital Project  
Project Cost Detail  
September 9, 2024**

Capital Project Number: 92834

Capital Project Name: Substation Capacity Upgrade - Erskine

|                            | <u>Budget</u>       |
|----------------------------|---------------------|
| <b>Total Appropriation</b> | <b>\$ 5,270,000</b> |

| <b>Expended</b> | <i>Contract or PO Number</i> |
|-----------------|------------------------------|
|-----------------|------------------------------|

|                         |             |
|-------------------------|-------------|
| <b>Expended to Date</b> | <b>\$ -</b> |
|-------------------------|-------------|

| <b>Encumbered</b> | <i>Contract or PO Number</i> |
|-------------------|------------------------------|
|-------------------|------------------------------|

|  |        |
|--|--------|
| Land Acquisition - Parcels 2909 & 2911 | 34,000 |
|--|--------|

|                           |                  |
|---------------------------|------------------|
| <b>Encumbered to Date</b> | <b>\$ 34,000</b> |
|---------------------------|------------------|

**Estimated Costs for Remaining Appropriation**

|  |             |
|--|-------------|
| <b>Estimated Costs for Remaining Appropriation</b> | <b>\$ -</b> |
|--|-------------|

|                                       |                     |
|---------------------------------------|---------------------|
| <b><i>Remaining Appropriation</i></b> | <b>\$ 5,236,000</b> |
|---------------------------------------|---------------------|



---

## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 10, Block JS, Lubbock County, Texas (Parcel 17), East of Upland Avenue, North of 7th Street, to be utilized for the Upland Avenue, 4th Street to 19th Street, 22B Capital Improvements Project, which is a portion of the 2022 Street Bond Project.

### Item Summary

806 Land Development Group LLC is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 4th Street to 19th Street Capital Improvements Project on the east side of Upland Avenue, north of 7th Street.

The proponents will dedicate a 12,484 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

### Fiscal Impact

The cost of the land acquisition is \$96,875.84 plus closing costs. This acquisition is funded in Capital Improvements Project 92812, Upland Avenue: 4th Street to 19th Street – 22B, which is in the 2022 Street Bond Project.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

---

## Attachments

Parcel 17 - Resolution

Parcel 17 - Dedication Deed

Parcel 17 - GIS Map

CIP 92812 Budget Detail

CIP 92812 Project Detail



**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 10, Block JS, Lubbock County, Texas (Parcel 17), to be utilized for the North Upland Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

**Passed by the City Council on \_\_\_\_\_.**

\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

 \_\_\_\_\_  
Bailey Ratchffe, Interim Division Director of Engineering/City Engineer

**APPROVED AS TO FORM:**

 \_\_\_\_\_  
Amy L. Sims, Deputy City Attorney



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

**North Upland Avenue (4th to 19th) Project  
Parcel No.17**

**Abbreviated Property Description: A 0.2866-acre (12,484 sq. ft.) parcel located in the Northwest Quarter (NW/4) of Section 10, Block JS, Lubbock County, Texas, being a portion of that called 34.2082-acre tract described in County Clerk File Number (CCFN) 2021038816, Official Public Records of Lubbock County, Texas (OPRLCT)**

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

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

THAT 806 Land Group, LLC, a Texas, Limited Liability Company, herein called "GRANTOR," for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to GRANTOR in hand paid by the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A."

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

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

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**



WITNESS MY HAND this 22 day of AUG, 2024

**GRANTOR:**

**806 LAND GROUP, LLC, a Texas Limited Liability Company**

[Signature]  
Jordan Wheatley, Manager

[Signature]  
Chad Tarver, Manager

**ACKNOWLEDGMENT**

STATE OF

TX

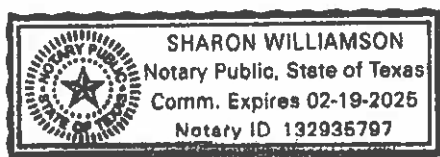
COUNTY OF

Lubbock

This instrument was acknowledged before me on the 22 day of AUG, 2024 by **JORDAN WHEATLEY** as Manager of **806 LAND GROUP, LLC**, a Texas Limited Liability Company. The acknowledging person personally appeared by:

☒ physically appearing before me.

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



[Signature]  
NOTARY PUBLIC, STATE OF Texas  
My Commission Expires: 2-19-2025



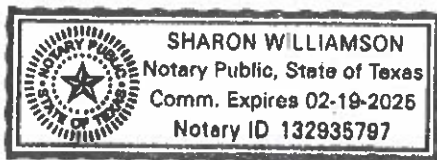
STATE OF TX

COUNTY OF Lubbock

This instrument was acknowledged before me on the 22 day of Aug, 2024 by **CHAD TARVER** as Manager of **806 LAND GROUP, LLC**, a Texas Limited Liability Company. The acknowledging person personally appeared by:

☒ physically appearing before me.

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



Sharon Williamson  
NOTARY PUBLIC, STATE OF Texas  
My Commission Expires: 2-19-2025

Grantee's Address:

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

Street, Public Use and Right of Way Deed





1 ACRE  
CAROLYN JEAN JONES  
VOL. 5250, PG. 14  
504 UPLAND AVE

POB:  
PARCEL NO. 17  
N: 7,281.108.0"  
E: 910,900.3"

SECTION 10, BLOCK JS  
SECTION 1, BLOCK D6

PARCEL 16  
45' POWER LINE EASEMENT  
VOL. 930, PG. 223  
3.00 ACRES  
806 LAND GROUP, LLC  
CCFN: 202203075  
7211 4TH ST

Parcel No. 17  
0.2866 ACRES  
12484 SQ. FT.

TRACT A  
34.2082 ACRES  
806 LAND GROUP, LLC  
CCFN: 2021038816  
1505 UPLAND AVE

40' RIGHT-OF-WAY  
VOL. 729, PG. 399  
UPLAND AVE  
15' EASEMENT  
CCFN: 2019031449

L1  
L2  
L3  
L5

3.00 ACRES  
806 LAND GROUP, LLC  
CCFN: 202203075  
7211 4TH ST

40' RIGHT-OF-WAY  
VOL. 729, PG. 399

SECTION 1, BLOCK D6  
SECTION 10, BLOCK JS

UPLAND AVE

40' RIGHT-OF-WAY  
VOL. 729, PG. 401

15' UNDERGROUND WATER EASEMENT CCFN: 2014031449

15' UNDERGROUND WATER EASEMENT CCFN: 2014031449

L3  
L5

BREAK LINE



TRACT A  
34.2082 ACRES  
806 LAND GROUP, LLC  
CCFN: 2021038816  
1505 UPLAND AVE

| Line Table |         |               |
|------------|---------|---------------|
| Line #     | Length  | Direction     |
| L1         | 20.83'  | S88° 11' 50"E |
| L2         | 106.67' | S04° 48' 08"W |
| L3         | 705.05' | S01° 40' 11"W |
| L4         | 15.00'  | N88° 18' 37"W |
| L5         | 811.61' | N01° 40' 11"E |

## Exhibit A

7TH STREET

52' WIDTH RIGHT-OF-WAY DEDICATED BY PLAT

LOTS 193-264  
BURGAMY PARK NORTH

UPLAND AVENUE  
19TH STREET TO 4TH STREET

Parcel 17  
PERIMETER SURVEY OF A  
0.2866 ACRE PARCEL LOCATED IN  
SECTION 10, BLOCK JS  
LUBBOCK COUNTY, TEXAS

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



**HR** HUGO REED  
AND ASSOCIATES, INC.

LAND SURVEYORS  
CIVIL ENGINEERS  
TEXAS LICENSED SURVEYING FIRM 100878-00  
TEXAS REGISTERED ENGINEERING FIRM E-760  
1601 AVENUE N  
LUBBOCK, TEXAS 79401  
PHONE: 806 / 783-5842  
FAX: 806 / 783-3891

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

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### LEGEND:

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

⊕ - FOUND MAG NAIL / SHINER  
(H) - FOUND 1/2" IRON ROD/CAP (HRA)  
● - SET 1/2" IRON ROD/CAP (HRA)  
⊙ - FOUND 1/2" IRON ROD/CAP (AMD)  
⊙ - FOUND 3/4" IRON PIPE

POB- POINT OF BEGINNING  
CCFN- COUNTY CLERK FILE NUMBER



DESCRIPTION FOR PARCEL 17

METES AND BOUNDS DESCRIPTION of a 0.2866-acre (12,484 sq. ft.) parcel located in the Northwest Quarter (NW/4) of Section 10, Block JS, Lubbock County, Texas, being a portion of that called 34.2082-acre tract described in County Clerk File Number (CCFN) 2021038816, Official Public Records of Lubbock County, Texas (OPRLCT), said 0.2866-acre parcel being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "AMD" (N=7,281,108.0, E=910,900.3') found in the East line of that 40' Right-of-Way Easement described in Volume 729, Page 401, Deed Records of Lubbock County, Texas (DRLCT), and the South line of that 3.00-acre tract described in CCFN 2022025075, OPRLCT, at the Northwest corner of this parcel, which bears S. 01°40'11" W. a distance of 300.32 feet, and N. 88°19'49" W. a distance of 40.00 feet from the Northwest corner of said Section 10, Block JS;

THENCE S. 88°11'50" E., along the South line of said 3.00-acre tract, a distance of 20.83 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of this parcel;

THENCE S. 04°48'08" W. a distance of 106.67 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for a corner of this parcel;

THENCE S. 01°40'11" W., 55.00 feet East of and parallel with the West line of said Section 10, a distance of 705.05 feet to a 1/2" iron rod with cap marked "AMD ENGINEERING" found in the North plat limits of Lots 193 through 264, Burgamy Park North, an addition to the City of Lubbock according to the instrument filed in CCFN 2024023722, OPRLCT, at the Southeast corner of this parcel;

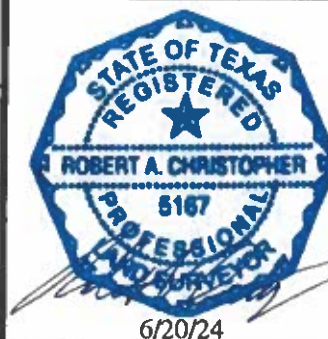
THENCE N. 88°18'37" W., along said plat limits a distance of 15.00 feet to a 1/2" iron rod with cap marked "AMD ENGINEERING" found in the East line of said 40.00-foot Right-of-Way easement, at the Southwest corner of this parcel;

THENCE N. 01°40'11" E., along the East line of said 40.00-foot Right-of-Way Easement a distance of 811.61 feet to the Point of Beginning.

UPLAND AVENUE  
19TH STREET TO 4TH STREET

Parcel 17  
PERIMETER SURVEY OF A  
0.2866 ACRE PARCEL LOCATED IN  
SECTION 10, BLOCK JS  
LUBBOCK COUNTY, TEXAS

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



**HR** HUGO REED  
AND ASSOCIATES, INC.

LAND SURVEYORS  
CIVIL ENGINEERS  
TEXAS LICENSED SURVEYING FIRM 100676-00  
TEXAS REGISTERED ENGINEERING FIRM F-760

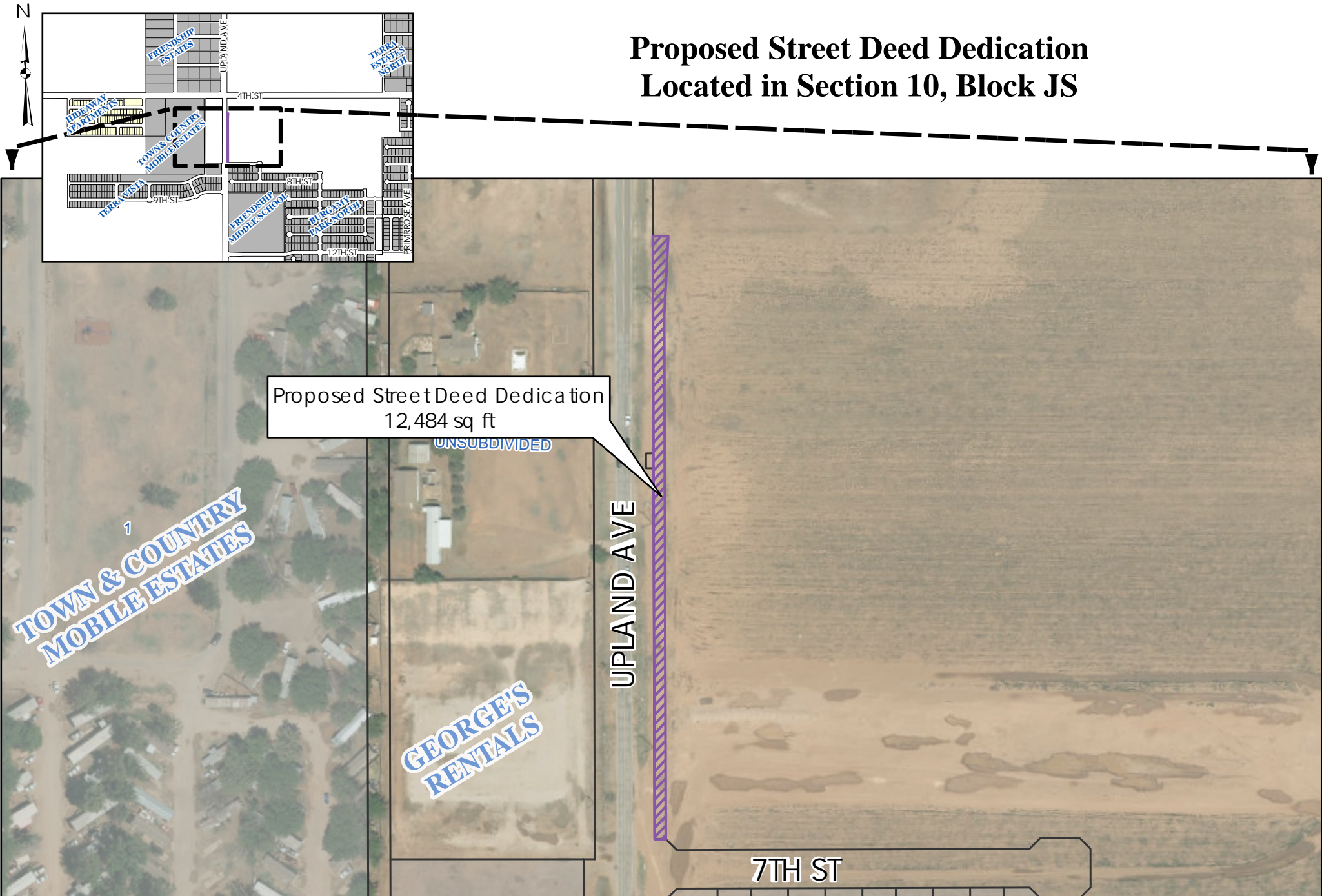
1601 AVENUE N  
LUBBOCK, TEXAS 79401  
PHONE: 808 / 763-5642  
FAX: 808 / 763-3891

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

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# Proposed Street Deed Dedication Located in Section 10, Block JS



0 125 250 500 Feet

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



**City of Lubbock  
Capital Project  
Project Cost Detail  
September 24, 2024**

|                         |  |
|-------------------------|--|
| Capital Project Number: | 92812                                  |
| Capital Project Name:   | Upland Avenue: 4th St to 19th St - 22B |

| <i>Encumbered/Expended</i>                                    | <b>Budget</b> |
|---|---------------|
| City of Lubbock Staff Time                                    | 12,163        |
| Contract 17113 with Half Associates, Inc. for Design Services | 949,700       |
| Parcel 6 - Land Acquisition                                   | 24,740        |
| Parcel 7 - Land Acquisition                                   | 13,633        |
| Parcel 8 - Land Acquisition                                   | 54,487        |
| Parcel 13 - Land Acquisition                                  | 51,018        |
| Parcel 16 - Land Acquisition                                  | 63,785        |
| Parcel 21 - Land Acquisition                                  | 36,621        |
| Parcel 20 - Land Acquisition                                  | 28,350        |
| Parcel 12 - Land Acquisition                                  | 32,422        |

|                                       |        |
|---------------------------------------|--------|
| <i>Agenda Item September 24, 2024</i> |        |
| Parcel 17 - Land Acquisition          | 96,876 |

|   |                  |
|---|------------------|
| <b><i>Encumbered/Expended To Date</i></b> | <b>1,363,795</b> |
|---|------------------|

|   |           |
|---|-----------|
| <i>Estimated Cost for Remaining Appropriation</i>   |           |
| Upland Avenue: 4th St to 19th St - 22B Construction | 1,836,205 |
| <b><i>Remaining Appropriation</i></b>               | <b>-</b>  |

|                            |                     |
|----------------------------|---------------------|
| <b>Total Appropriation</b> | <b>\$ 3,200,000</b> |
|----------------------------|---------------------|





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

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

## Project Scope

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

## Project Justification

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

## Project Highlights

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

## Project History

- FY 2022-23 \$3,200,000 was appropriated by Ord. 2022-00169

## Project Dates

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

## Project Location

Upland Ave - 4th Street to 19th Street

## Project Appropriations

|              | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction | \$3,200,000           | \$11,500,000     | \$0              | \$0              | \$0              | \$0              | \$0              |
| TOTAL        | \$3,200,000           | \$11,500,000     | \$0              | \$0              | \$0              | \$0              | \$0              |

## Project Funding

|                          | Funding to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| General Obligation Bonds | \$3,200,000     | \$11,500,000     | \$0              | \$0              | \$0              | \$0              | \$0              |
| TOTAL                    | \$3,200,000     | \$11,500,000     | \$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 - 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 (Parcel 16) located in Section 38, Block AK, of the GC R.R. Co. Survey, Lubbock County, Texas, to be utilized for the Upland Avenue, 34th Street to 50th Street, 22B Capital Improvements Project, which is a portion of the 2022 Street Bond Project.

### Item Summary

Pat Murden is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 34th Street to 50th Street Capital Improvements Bond Project on the northeast corner of Upland Avenue and 50th Street.

The proponents will dedicate one 9,270 square feet tract of land and one 2,841 square feet tract of land for street right-of-way purpose, subject to final approval by the City Council and approval of title.

### Fiscal Impact

The cost of the land acquisition is \$138,997 plus closing costs. This acquisition is funded in Capital Improvements Project 92815, Upland Avenue: 34th Street to 50th Street – 22B, which is a portion of the 2022 Street Bond Project.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

---

## Attachments

Parcel 16 - Resolution

Parcel 16 - Dedication Deed

Parcel 16 - GIS Map

9.24.24 CIP Spreadsheet 92815

92815 - Upland Ave from 34th St to 50th St - 22B (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 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 (Parcel 16) located in Section 38, Block AK, of the GC R.R. Co. Survey, Lubbock County, Texas, to be utilized for the Upland Avenue Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

**Passed by the City Council on \_\_\_\_\_.**

\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney



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

**Upland Avenue - 34<sup>th</sup> Street to 50<sup>th</sup> Street  
Parcel No. 16  
Upland Ave., Lubbock, Texas 79407  
BLK AK SEC 38 AB 689 PT TR 9 LOWERY SUB**

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

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

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**



WITNESS MY HAND this 11 day of July, 2024.

**GRANTOR:**

Pat Murden  
Pat Murden

**ACKNOWLEDGEMENT**

STATE OF Texas

COUNTY OF Lubbock

This instrument was acknowledged before me on the 11th day of July, 2024 by Pat Murden. The acknowledging person personally appeared by:

☒ physically appearing before me.

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



Taylor Thompson  
NOTARY PUBLIC, STATE OF Texas  
My Commission Expires: 10/19/2025

**Grantee's Address:**

City of Lubbock  
1314 Avenue K, 7<sup>th</sup> Floor  
Lubbock, TX 79401



## EXHIBIT "A"

### RIGHT-OF-WAY DESCRIPTION – PARCEL R65177 – TRACT 1

**Field notes describing a 0.21 acre Right-of-Way out of the remainder of a called 41.291 acres tract of land located in Section 38, Block AK, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.**

Being a 0.21 acre tract out of the remainder of a called 41.291 acre tract described in a Transfer on Death Deed to Murden, Pat, recorded in County Clerk File Number 2018010270, Official Public Records, Lubbock County, Texas, situated in Section 38, Block AK, of the GC & SF RR Co. Survey, Lubbock County, Texas, and is further described by metes and bounds as follows;

**BEGINNING** at a Point (N: 7,266,068.64', E: 910,412.81') for the Southwest corner of this tract and being the same as the Northwest corner of a called 0.869 acre tract described in a Warranty Deed to LS Farm Owners, recorded in Volume 6311, Page 102, Official Public Records, Lubbock County, Texas, on the East line of a 40 feet wide Lubbock County Right-of-Way Easement for Upland Avenue, described in Volume 486, Page 431, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,265,432.14', E: 910,352.04') Found for the Southwest corner of said Section 38, bears North 88°08'38" West, 40.00 feet and South 01°51'57" West, 638.13 feet;

**THENCE North 01°51'57" East**, along the East line of said Upland Avenue, a distance of **618.01 feet** to a Point for the Northwest corner of this tract, on the South line of a called 5.565 acres tract of land described in a Special Warranty Deed to Mary Cone Lewis, recorded in County Clerk File Number 2021043493, Official Public Records, Lubbock County, Texas, from which a found 1/2" inch iron rod with red cap stamped "AMD ENGINEERING", bears North 01°51'57" East, 52.02 feet;

**THENCE South 88°07'27" East**, along the South line of said called 5.565 acres tract, a distance of **15.00 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,266,685.83', E: 910,447.92') Set for the Northeast corner of this tract;

**THENCE South 01°51'57" West**, a distance of **618.01 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" Set on for the Southeast corner of this tract on the North line of said called 0.869 acre tract;

**THENCE North 88°08'38" West**, along the North line of said called 0.869 acre tract, a distance of **15.00 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.21 acres (9,270 square feet).



## EXHIBIT "A"

Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All coordinates shown hereon are Surface values displayed in US Survey Feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. All distances shown hereon are Surface values displayed in US Survey feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. This written description is accompanied by a survey plat which covers the identical parcel that is described herein, signed and sealed on even date herewith and is hereby made a part of this document.

I, Jeffrey L. Fansler, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an on-the-ground survey made under my supervision.

*Jeffrey L. Fansler* 2023-08-25



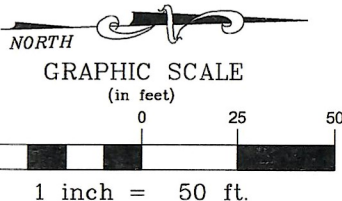
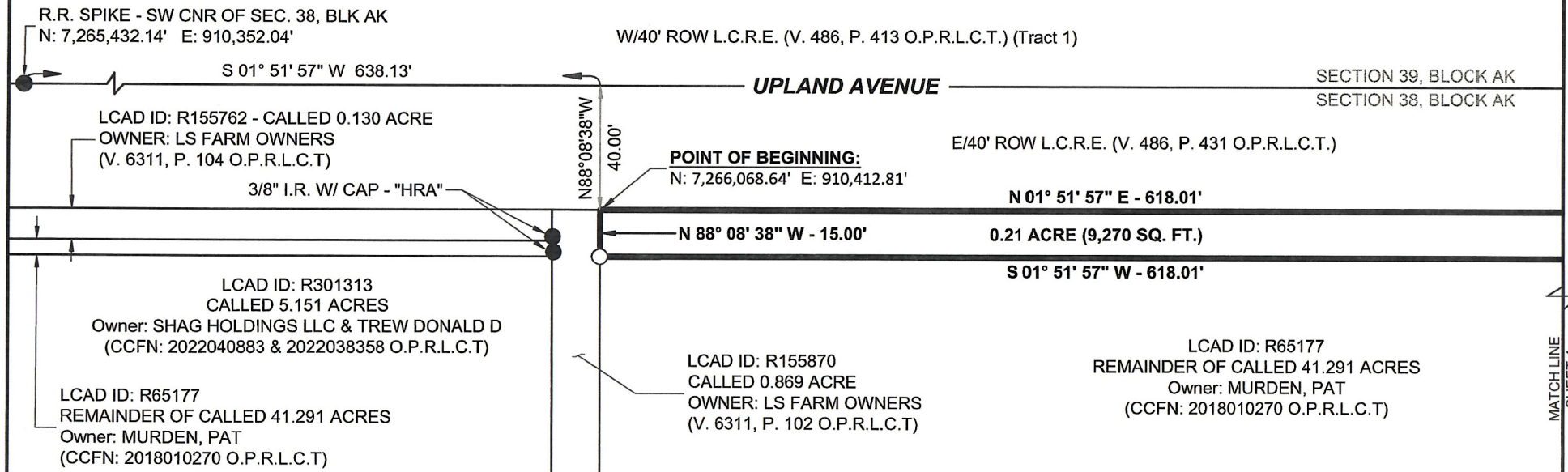
Jeffrey L. Fansler                      Date  
Registered Professional Land Surveyor  
Texas Registration No. 4348

Cobb, Fendley & Associates, Inc.  
TBPELS Land Surveying Firm No. 10046700

7727 Quaker Avenue, Suite A,  
Lubbock, Texas 79424



# EXHIBIT "A"



## NOTES:

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- This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.

*Jeffrey L. Fansler* 2023-08-25

Jeffrey L. Fansler Date  
Registered Professional Land Surveyor  
No. 4348



**LEGEND**  
P.O.B. = POINT OF BEGINNING  
I.R. = IRON ROD  
I.P. = IRON PIPE  
ROW = RIGHT-OF-WAY  
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT  
SDD = STREET DEDICATION DEED  
V. / P. = VOLUME / PAGE  
CCFN = COUNTY CLERK FILE NUMBER  
O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS  
SPS = SOUTH WESTERN PUBLIC SERVICE COMPANY  
HRA = HUGO REED & ASSOC.  
AMD = AMD ENGINEERING  
● = MONUMENT FOUND (AS NOTED)  
○ = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")  
— = PROPERTY LINE  
- - - = EASEMENT LINE - AS DESCRIBED  
- - - = ADJOINING PROPERTY LINE  
- - - = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

|   |                            |
|---|----------------------------|
| DATE:<br>08/24/2023   | SCALE:<br>1" = 50'         |
| DRAWN BY:<br>PTT  | CHECKED BY:<br>JLF         |
| SHEET NO.<br>3 of 4   | JOB NUMBER:<br>2302-013-02 |
| SHEET ID:<br>2302-013-02-R65177-SURFACE (SF=1.00021)-TR 1.dwg |                            |

## TRACT 1

A 0.21 ACRE (9,270 Sq. Ft.) RIGHT-OF-WAY OUT OF A CALLED 41.291 ACRES TRACT OF LAND LOCATED IN SECTION 38, BLOCK AK, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

**CobbFendley**

TBPELS Land Surveying Firm Registration No. 10046700  
7727 Quaker Avenue, Suite A, Lubbock, Texas 79424  
Phone: 806.993.0071 | www.cobbfendley.com



# EXHIBIT "A"

W/40' ROW L.C.R.E. (V. 486, P. 413 O.P.R.L.C.T.) (Tract 1)

SECTION 39, BLOCK AK  
SECTION 38, BLOCK AK

**UPLAND AVENUE**

E/40' ROW L.C.R.E. (V. 486, P. 431 O.P.R.L.C.T.)

E/40' ROW L.C.R.E.  
(V. 486, P. 438 O.P.R.L.C.T.)

N 01° 51' 57" E - 618.01'

0.21 ACRE (9,270 SQ. FT.)

S 88° 07' 27" E - 15.00'

52.02'

N01°51'57"E

15' SPS ROW (V. 937, P. 583 O.P.R.L.C.T.)

S 01° 51' 57" W - 618.01'

1/2" I.R. W/ CAP "AMD"

N: 7,266,685.83'  
E: 910,447.92'

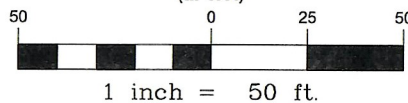
LCAD ID: R86709  
CALLED 5.565 ACRES  
Owner: LEWIS, MARY CONE  
(CCFN: 2021043493 O.P.R.L.C.T.)

LCAD ID: R64867  
CALLED 4.00 ACRES  
Owner: LEWIS, MARY CONE  
(V. 1503, P. 182 O.P.R.L.C.T.)

LCAD ID: R65177  
REMAINDER OF CALLED 41.291 ACRES  
Owner: MURDEN, PAT  
(CCFN: 2018010270 O.P.R.L.C.T.)



GRAPHIC SCALE



## LEGEND

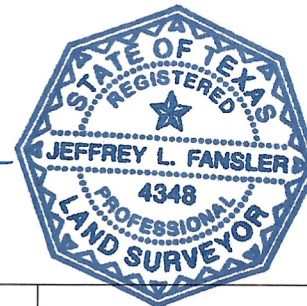
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## NOTES:

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3. This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.

*Jeffrey L. Fansler* 2023-08-25

Jeffrey L. Fansler Date  
Registered Professional Land Surveyor  
No. 4348



TRACT 1

A 0.21 ACRE (9,270 Sq. Ft.) RIGHT-OF-WAY OUT OF A CALLED 41.291 ACRES TRACT OF LAND LOCATED IN SECTION 38, BLOCK AK, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

**CobbFendley**

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Phone: 806.993.0071 | www.cobbfendley.com

|   |                            |
|---|----------------------------|
| DATE:<br>08/24/2023   | SCALE:<br>1" = 50'         |
| DRAWN BY:<br>PTT  | CHECKED BY:<br>JLF         |
| SHEET NO.<br>4 of 4   | JOB NUMBER:<br>2302-013-02 |
| SHEET ID:<br>2302-013-02-R65177-SURFACE (SF=1.00021)-TR 1.dwg |                            |



## EXHIBIT "A"

### RIGHT-OF-WAY DESCRIPTION – PARCEL R65177 – TRACT 2

**Field notes describing a 0.07 acre Right-of-Way out of the remainder of a called 41.291 acres tract of land located in Section 38, Block AK, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.**

Being a 0.07 acre tract out of the remainder of a called 41.291 acre tract described in a Transfer on Death Deed to Murden, Pat, recorded in County Clerk File Number 2018010270, Official Public Records, Lubbock County, Texas, situated in Section 38, Block AK, of the GC & SF RR Co. Survey, Lubbock County, Texas, and is further described by metes and bounds as follows;

**BEGINNING** at a Point (N: 7,265,485.51', E: 910,403.82') for the Southwest corner of this tract on the North line of 50th Street (Total 110 feet Right-of-Way) described in a Street Dedication Deed, recorded in County Clerk File Number 2006054102, Official Public Records, Lubbock County, Texas, and being the same as the Southeast corner of a called 0.130 acre tract, described in a Warranty Deed to LS Farm Owners, recorded in Volume 6311, Page 104, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,265,432.14', E: 910,352.04') Found for the Southwest corner of said Section 38, bears North 88°08'38" West, 50.00 feet and South 01°51'57" West, 55.00 feet;

**THENCE North 01°51'57" East**, along the East line of said called 0.130 acre tract, a distance of **568.12 feet** to a Point for the Northwest corner of this tract, on the South line of a called 0.869 acre tract described in a Warranty Deed to LS Farm Owners, recorded in Volume 6311, Page 102, Official Public Records, Lubbock County, Texas, and being the same as the Northeast corner of said called 0.130 acre tract, from which a 3/8 inch iron rod with yellow cap stamped "HUGO REED & ASSOC." Found in reference to said corner, bears North 83°09'19" West, 1.33 feet;

**THENCE South 88°08'37" East**, along the South line of said called 0.869 acre tract, a distance of **5.00 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,266,053.16', E: 910,427.31') Set for the Northeast corner of this tract, and being the same as the Northwest corner of a called 5.151 acres tract described in a Special Warranty Deed to Shag Holdings, LLC., recorded in County Clerk File Number 2022038358, Official Public Records, Lubbock County, Texas, and a Special Warranty Deed to Donald Dean Trew, recorded in County Clerk File Number 2022040883, Official Public Records, Lubbock County, Texas, from which a 3/8 inch iron rod with yellow cap stamped "HUGO REED & ASSOC." Found in reference to said corner, bears North 70°44'05" West, 1.43 feet;

**THENCE South 01°51'57" West**, along the West line of said called 5.151 acres tract, a distance of **568.12 feet** to a Point for the Southeast corner of this tract, and being the same as the Southwest corner of said called 5.151 acres tract, on the North line of said 50th Street;

**THENCE North 88°08'38" West**, along the North line of said 50th Street, a distance of **5.00 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.07 acres (2,841 square feet).

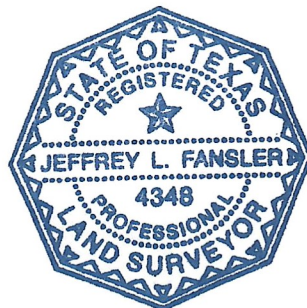


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I, Jeffrey L. Fansler, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an on-the-ground survey made under my supervision.

Jeffrey L. Hunsler 2023-08-25



Jeffrey L. Fansler  
Registered Professional Land Surveyor  
Texas Registration No. 4348

Cobb, Fendley & Associates, Inc.  
TBPELS Land Surveying Firm No. 10046700

7727 Quaker Avenue, Suite A,  
Lubbock, Texas 79424



EXHIBIT "A"

W/40' ROW L.C.R.E. (V. 486, P. 413 O.P.R.L.C.T.) (Tract 1)

SECTION 39, BLOCK AK

SECTION 38, BLOCK AK

LCAD ID: R155762 - CALLED 0.130 ACRE  
OWNER: LS FARM OWNERS  
(V. 6311, P. 104 O.P.R.L.C.T.)

UPLAND AVENUE

E/40' ROW L.C.R.E. (V. 486, P. 431 O.P.R.L.C.T.)

POINT OF BEGINNING:

N: 7,265,485.51' E: 910,403.82'

N 01° 51' 57" E - 568.12'

S 01° 51' 57" W - 568.12'

15' SPS - PLE  
(V. 937, P. 542 O.P.R.L.C.T.)  
AS SHOWN ON LS FARMS PLAT  
(CCFN: 2020025722 O.P.R.L.C.T.)

LCAD ID: R65177  
REMAINDER OF CALLED 41.291 ACRES  
Owner: MURDEN, PAT  
(CCFN: 2018010270 O.P.R.L.C.T.)

LCAD ID: R301313  
CALLED 5.151 ACRES  
Owner: SHAG HOLDINGS LLC & TREW DONALD D  
(CCFN: 2022040883 & 2022038358 O.P.R.L.C.T.)

50th STREET

S/55' ROW SDD  
(CCFN: 2006054102  
O.P.R.L.C.T.)

SEC. 35, BLK. AK  
SEC. 38, BLK. AK

R.R. SPIKE - SW CNR OF SEC. 38, BLK AK  
N: 7,265,432.14' E: 910,352.04'

E/40' ROW L.C.R.E. (V. 486, P. 431 O.P.R.L.C.T.)

LCAD ID: R155046  
CALLED 0.20 ACRE  
Owner: LS FARM OWNERS  
(V. 8288, P. 207 O.P.R.L.C.T.)  
(V. 6279, P. 193 O.P.R.L.C.T.)

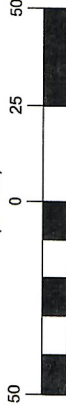
LCAD ID: R301126  
CALLED 6.192 ACRES  
Owner: FORD, TOMMY  
(CCFN: 2003017307 O.P.R.L.C.T.)

NOTES:

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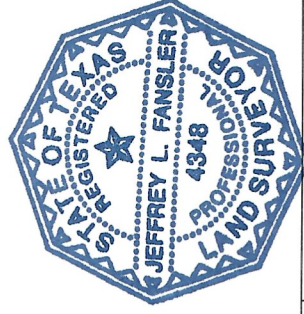
GRAPHIC SCALE  
(in feet)



1 inch = 50 ft.

LEGEND

- P.O.B. = POINT OF BEGINNING  
I.R. = IRON ROD  
P.L.E. = POWER LINE EASEMENT  
ROW = RIGHT-OF-WAY  
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT  
SDD = STREET DEDICATION DEED  
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HRA = HUGO REED & ASSOC.  
AMD = AMD ENGINEERING  
● = MONUMENT FOUND (AS NOTED)  
O = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP  
STAMPED "COBB FENDLEY BOUNDARY")  
--- = PROPERTY LINE  
--- = EASEMENT LINE - AS DESCRIBED  
--- = ADJOINING PROPERTY LINE  
--- = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE



*Jeffrey L. Fansler* 2023-08-25

Jeffrey L. Fansler  
Registered Professional Land Surveyor  
No. 4348

Date

TRACT 2

A 0.07 ACRE (2,841 Sq. Ft.) RIGHT-OF-WAY OUT OF A CALLED 41.291 ACRES TRACT  
OF LAND LOCATED IN SECTION 38, BLOCK AK, OF THE GC & SF R.R. CO. SURVEY,  
LUBBOCK COUNTY, TEXAS.

|           |  |             |             |
|-----------|--|-------------|-------------|
| DATE:     | 08/24/2023                                       | SCALE:      | 1" = 50'    |
| DRAWN BY: | PTT  | CHECKED BY: | JLF         |
| SHEET NO. | 3 of 4   | JOB NUMBER: | 2302-013-02 |
| SHEET ID: | 2302-013-02-R65177-SURFACE (SF=1.00021)-TR 2.dwg |             |             |

**CobbFendley**

TBPELS Land Surveying Firm Registration No. 10046700  
7727 Quaker Avenue, Suite A, Lubbock, Texas 79424  
Phone: 806.993.0071 | www.cobbhendley.com



EXHIBIT "A"

W/40' ROW L.C.R.E. (V. 486, P. 413 O.P.R.L.C.T.) (Tract 1)

UPLAND AVENUE

SECTION 39, BLOCK AK  
SECTION 38, BLOCK AK

E/40' ROW L.C.R.E. (V. 486, P. 431 O.P.R.L.C.T.)

LCAD ID: R155762 - CALLED 0.130 ACRE  
OWNER: LS FARM OWNERS  
(V. 6311, P. 104 O.P.R.L.C.T.)

0.07 ACRE (2,841 SQ. FT.)

N 01° 51' 57" E - 568.12'

15' SPS - PLE

(V. 937, P. 542 O.P.R.L.C.T.)

AS SHOWN ON LS FARMS PLAT

(CCFN: 2020025722 O.P.R.L.C.T.)

REMAINDER OF CALLED 41.291 ACRES

Owner: MURDEN, PAT

(CCFN: 2018010270 O.P.R.L.C.T.)

LCAD ID: R301313

CALLED 5.151 ACRES

Owner: SHAG HOLDINGS LLC & TREW DONALD D

(CCFN: 2022040883 & 2022038358 O.P.R.L.C.T.)

LCAD ID: R155870 - CALLED 0.869 ACRE

OWNER: LS FARM OWNERS

(V. 6311, P. 102 O.P.R.L.C.T.)

LCAD ID: R65177

REMAINDER OF CALLED 41.291 ACRES

Owner: MURDEN, PAT

(CCFN: 2018010270 O.P.R.L.C.T.)

3/8" I.R. W/ CAP - "HRA"

N83°09'19"W - 1.33'

SEE DETAIL A

S 88° 08' 37" E

5.00'

3/8" I.R. W/ CAP - "HRA"

N70°44'05"W - 1.43'

SEE DETAIL A

DETAIL "A"  
SCALE 1 IN = 5 FT.

N83°09'19"W  
1.33'

S88°08'37"E  
5.00'

N70°44'05"W  
1.43'



GRAPHIC SCALE  
(in feet)



1 inch = 50 ft.

LEGEND

P.O.B. = POINT OF BEGINNING

I.R. = IRON ROD

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● = MONUMENT FOUND (AS NOTED)

O = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP)

STAMPED "COBB FENDLEY BOUNDARY"

--- = PROPERTY LINE

--- = EASEMENT LINE - AS DESCRIBED

--- = ADJOINING PROPERTY LINE

--- = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

DATE: 08/24/2023

SCALE: 1" = 50'

DRAWN BY: PTT

CHECKED BY: JLF

SHEET NO. 4 of 4

JOB NUMBER: 2302-013-02

SHEET ID: 2302-013-02-R65177-SURFACE (SF=1.00021)-TR 2.dwg

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3. This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.



*Jeffrey L. Fansler* 2023-08-25

Jeffrey L. Fansler

Registered Professional Land Surveyor

No. 4348

TRACT 2

A 0.07 ACRE (2,841 Sq. Ft.) RIGHT-OF-WAY OUT OF A CALLED 41.291 ACRES TRACT  
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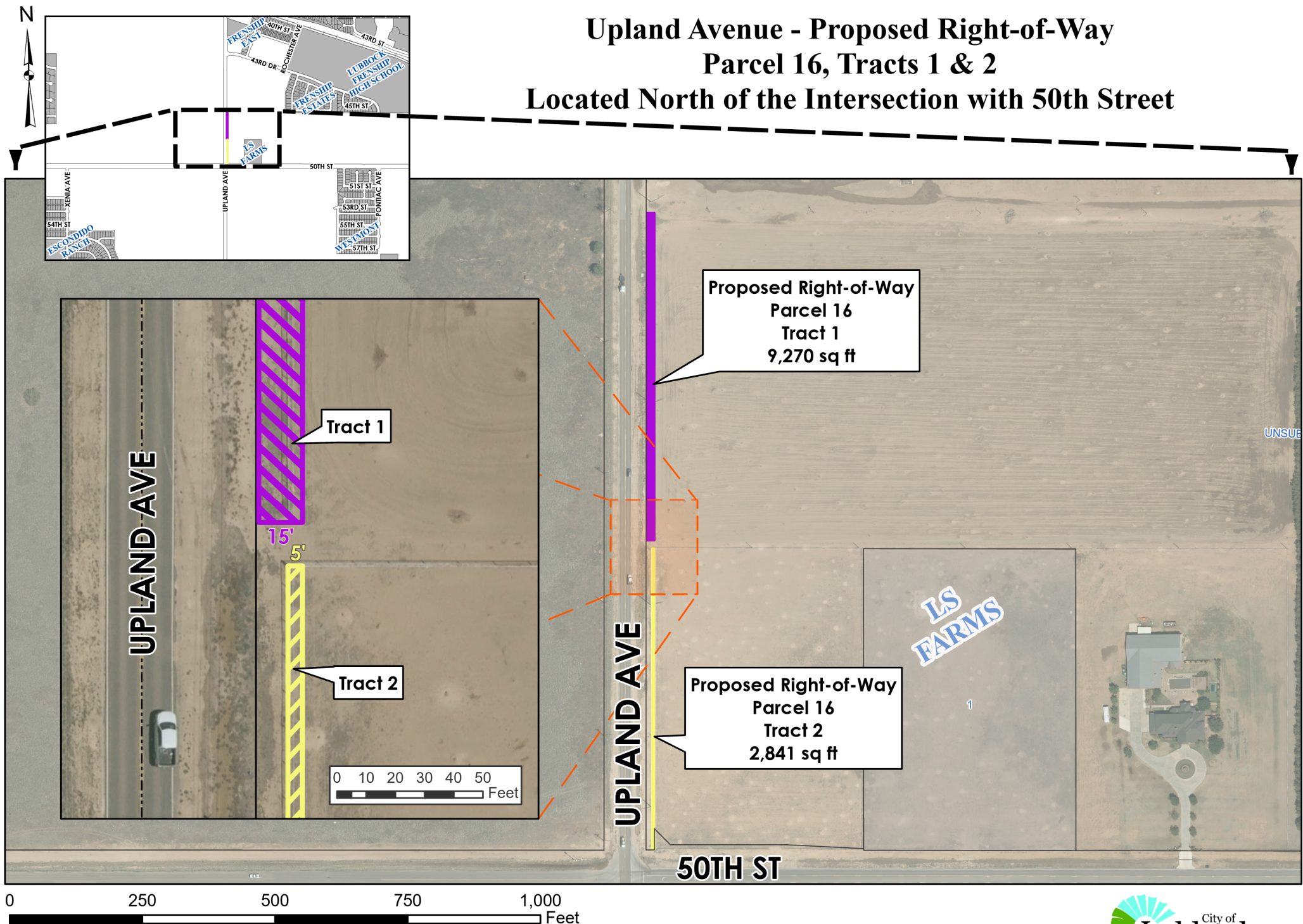
**CobbFendley**

TBPELS Land Surveying Firm Registration No. 10046700  
7727 Quaker Avenue, Suite A, Lubbock, Texas 79424  
Phone: 806.993.0071 | www.cobbfindley.com



# Upland Avenue - Proposed Right-of-Way Parcel 16, Tracts 1 & 2

Located North of the Intersection with 50th Street



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  
Capital Project  
Project Cost Detail  
September 24, 2024**

Capital Project Number: 92815  
Capital Project Name: Upland Ave: 34th to 50th Street - 22B

| <i>Encumbered/Expended</i>                                 | <b>Budget</b>        |
|--|----------------------|
| Staff time   | \$ 31,621            |
| Contract 17074 with Freese and Nichols for Design Services | 1,639,143            |
| Contract 17074 Amendment 1 with Freese and Nichols         | 393,388              |
| Contract 17074 Amendment 2 with Freese and Nichols         | 620,141              |
| Parcel 1 - ROW Acquisition                                 | 13,874               |
| Parcel 2 - ROW Acquisition                                 | 13,121               |
| Parcel 3 - ROW Acquisition                                 | 10,347               |
| Parcel 4 - ROW Acquisition                                 | 15,482               |
| Parcel 6 - ROW Acquisition                                 | 12,360               |
| Parcel 7 - ROW Acquisition                                 | 95,666               |
| Parcel 8 - ROW Acquisition                                 | 37,497               |
| Parcel 9 - ROW Acquisition                                 | 83,938               |
| Parcel 10 - ROW Acquisition                                | 123,890              |
| Parcel 11 - ROW Acquisition                                | 23,025               |
| Parcel 12 - ROW Acquisition                                | 101,422              |
| Parcel 13 - ROW Acquisition                                | 74,031               |
| Parcel 14 - ROW Acquisition                                | 25,911               |
| Parcel 15 - ROW Acquisition                                | 3,984                |
| Parcel 17 - ROW Acquisition                                | 1,997                |
| Parcel 18 - ROW Acquisition                                | 29,303               |
| Parcel 19 - ROW Acquisition                                | 44,250               |
| Parcel 20 - ROW Acquisition                                | 1,722                |
| Parcel 21 - ROW Acquisition                                | 45,114               |
| Parcel 22 - ROW Acquisition                                | 56,457               |
| <i>Agenda Item September 24, 2024</i>                      |                      |
| Parcel 16 - ROW Acquisition                                | 138,997              |
| <b><i>Encumbered/Expended To Date</i></b>                  | <b>3,636,681</b>     |
| <i>Estimated Cost for Remaining Appropriation</i>          |                      |
| Construction Upland Ave 34th to 50th                       | 13,863,319           |
| <b><i>Remaining Appropriation</i></b>                      | <b>-</b>             |
| <b>Total Appropriation</b>                                 | <b>\$ 17,500,000</b> |





# CIP 92815 Upland Ave from 34th Street to 50th Street - 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

## Project Scope

Upland Avenue from 34th Street to 50th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along the Upland Avenue corridor from 34th Street to 50th Street. This thoroughfare will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

## Project Justification

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

## Project Highlights

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

## Project History

- FY 2022-23 \$4,000,000 was appropriated by Ord. 2022-00169
- FY 2023-24 \$13,500,000 was appropriated by Ord. 2023-00108

## Project Dates

Design Start Date: 01/2023  
Design Completion: 01/2024  
Bid for Constuction:10/2024  
Award Construction: 12/2024  
Project Completion: 06/2026

## Project Location

Upland Ave - 34th to 50th St

## Project Appropriations

|              | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction | \$17,500,000          | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |
| TOTAL        | \$17,500,000          | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |

## Project Funding

|                          | Funding to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| General Obligation Bonds | \$17,500,000    | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |
| TOTAL                    | \$17,500,000    | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |

## Operating Budget Impacts

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



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## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street Use and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 10), on the north side of East 82nd Street, and west of King Avenue, to be utilized for the 82nd Street, I-27 to Martin Luther King Jr. Blvd - 22B Capital Improvements Project, which is a portion of the 2022 Street Bond Project.

### Item Summary

With the widening of 82nd Street from I-27 to Martin Luther King Jr. Blvd., the following street dedication will allow for the construction of the arterial. Dee K Murdock and Bethany J. Keller are dedicating right-of-way to the City of Lubbock.

The proponents will dedicate 1,185 square feet of land for street right-of-way purposes, for \$2,707.50 plus closing costs.

### Fiscal Impact

The cost of the land acquisition is \$2,707.50, plus closing costs and is funded by Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B, which is a portion of the 2022 Street Bond Project.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

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## Attachments

Resolution - 82nd St. Parcel 10

P10\_Deed\_Signed

GIS map - 82nd St. Parcel 10

CIP 92825 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 accept for and on behalf of the City of Lubbock one (1) street, public use, and right-of-way deed in connection with certain real property located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 10), to be utilized for the 82<sup>nd</sup> Street 2022 Street Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

**Passed by the City Council on \_\_\_\_\_.**

\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney



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

**82<sup>nd</sup> Street and MLK Jr. Boulevard, 2022 Street Bond Project**

**Parcel No. 10**

**1101 East 82nd Street, Lubbock, TX 79404**

**West 239' of Lot 4, Less N107.17', Block 12, Trigg Heights**

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

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

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

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**



WITNESS MY HAND this 27 day of August, 2024

**GRANTOR:**

**Dee K. Murdock & Bethany J. Keller, a married couple**

Dee K Murdock  
Dee K. Murdock

Bethany J. Keller  
Bethany J. Keller

**ACKNOWLEDGEMENT**

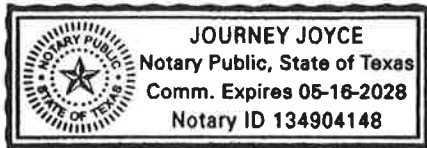
**STATE OF TEXAS**

**COUNTY OF** Lubbock

This instrument was acknowledged before me on the 27 day of August, 2024 by Dee K. Murdock. 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.



Journey Joyce  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires: 5-16-2028

**ACKNOWLEDGEMENT**

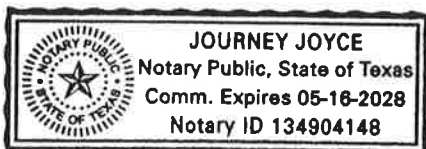
**STATE OF TEXAS**

**COUNTY OF** Lubbock

This instrument was acknowledged before me on the 27 day of August, 2024 by Bethany J. Keller. 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.



Journey Joyce  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires: 5-16-2028



Grantee's Address:

City of Lubbock

1314 Avenue K, 7<sup>th</sup> Floor

Lubbock, TX 79401



## EXHIBIT "A"

### DESCRIPTION – PARCEL 10

**Field notes describing a 1,195 square feet right-of-way out of the west 239 feet of Lot 4, Block 12 of the Trigg Heights Addition, located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.**

BEING a 1,195 square feet tract of land out of a tract described in a Warranty Deed with Vendor's Lien to Dee K. Murdock and Bethany J. Keller, recorded as County Clerk File Number 2015035128 of the Official Public Records of Lubbock County, Texas, as the west 239 feet of Lot 4, Block 12 of the Trigg Heights Addition, recorded in Volume 301, Page 10 of the Official Public Records of Lubbock County, Texas, situated in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, and further described by metes and bounds as follows;

**BEGINNING** at a Point (N: 7,253,451.89', E: 955,565.71') for the southwest corner of this tract and being the same as the southwest corner of said Lot 4, from which a Rail Road Spike (N: 7,253,537.48', E: 952,252.99') found for the southwest corner of said Section 6, bears South 01°51'21" West, 25.00 feet and North 88°05'16" West, 3,313.76 feet and a 3/4 inch iron pipe found in reference, bears North 69°25'57" West, 5.11 feet;

**THENCE North 01°51'21" East**, along the common west line of said Lot 4 and east line of King Avenue, as shown on said Trigg Heights Addition, a distance of **5.00 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for the northwest corner of this tract, from which a 1/2 inch iron rod found for the northwest corner of Lot 3, Block 12, of said Trigg Heights Addition, bears North 01°51'21" East, 606.42 feet;

**THENCE South 88°05'16" East**, a distance of **239.05 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,448.91', E: 955,804.79') set for the northeast corner of this tract on the common east line of said west 239 feet of Lot 4 and the west line of a tract of land described as the east 66 feet of Lot 4, Block 12 of said Trigg Heights Addition in a Warranty Deed with Vendor's Lien to Ramiro Alvidrez, recorded in County Clerk File Number 2017028270 of the Official Public Records of Lubbock County, Texas;

**THENCE South 01°51'21" West**, along said common line, a distance of **5.00 feet** to a Point for the southeast corner of this tract and being the same as the southeast corner of said west 239 feet of Lot 4 and southwest corner of said east 66 feet of Lot 4, on the north line of 82nd Street, as shown on said Trigg Heights Addition;

**THENCE North 88°05'16" West**, along the common south line of said Lot 4 and north line of said 82nd Street, a distance of **239.05 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 1,195 square feet of land.



**EXHIBIT "A"**

Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All coordinates shown hereon are Surface values displayed in US Survey Feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. All distances shown hereon are Surface values displayed in US Survey feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021.

This written description is accompanied by a survey plat which covers the identical parcel that is described herein, signed and sealed on even date herewith and is hereby made a part of this document.

I, Jeffrey L. Fansler, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an on-the-ground survey made under my supervision.

Jeffrey L. Lanster 2024-05-07



Jeffrey L. Fansler  
Registered Professional Land Surveyor  
Texas Registration No. 4348

Cobb, Fendley & Associates, Inc.  
TBPELS Land Surveying Firm No. 10046700

7727 Quaker Avenue, Suite A,  
Lubbock, Texas 79424



EXHIBIT "A"

TRIGG HEIGHTS ADDITION

BLOCK 16  
TRIGG HEIGHTS ADDITION  
(V 301, P 10 O.P.R.L.C.T.)  
LCAD ID: R96793 - L1, 2, & 4  
WIGNER, KENNETH ALAN  
CCFN: 2020015974 O.P.R.L.C.T.

KING AVENUE  
50' ROW PER PLAT  
(V 301, P10 O.P.R.L.C.T.)

LCAD ID: R96382 - W/239 L4  
MURDOCK DEE K & BETHANY J KELLER  
(CCFN: 2015035128 O.P.R.L.C.T.)  
SAVE & EXCEPT N107, 17' L4

LCAD ID: R96410 - E/66 L4  
ALVIDREZ-NAVA, RAMIRO  
(CCFN: 2017028270 O.P.R.L.C.T.)

LCAD ID: R96410 - L2  
ALVIDREZ-NAVA, RAMIRO  
(CCFN: 2017028270  
O.P.R.L.C.T.)

N01°51'21"E

20' GLE (V 565, P 475 O.P.R.L.C.T.)

S 88° 05' 16" E - 239.05'

N: 7,253,448.91'

E: 955,804.79'

S01°51'21"W

20' GLE (V 565, P 473 O.P.R.L.C.T.)

3/4" I.P. BEARS  
FROM SW CNR L4, BLK 12  
TRIGG HEIGHTS ADDITION  
N 88° 05' 16" W 3313.76'  
RAILROAD SPIKE - SW CNR OF SEC. 6, BLK E  
N: 7,253,537.48' E: 952,252.99'

P.O.B.:  
N: 7,253,451.89' E: 955,565.71'  
S 01° 51' 21" W 25.00'

N 88° 05' 16" W - 239.05'  
N25' ROW PER PLAT (V 301, P 10 O.P.R.L.C.T.)

82ND STREET

S/30' ROW L.C.R.E. (V 500, P 649 O.P.R.L.C.T.)

LCAD ID: R78296 & R78271  
CALLED 150.97 ACRES  
LONE OAK HOMES LC  
(CCFN: 2012000935 O.P.R.L.C.T.)

SECTION 6, BLOCK E  
SECTION 7, BLOCK E

1 inch = 50 ft.  
GRAPHIC SCALE  
(in feet)



- NOTES:
1. Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983. 2011 Adjustment. All coordinates shown hereon are Surface values displayed in US Survey Feet and may be converted to Gnd values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. All distances shown hereon are Surface values displayed in US Survey feet and may be converted to Gnd values by dividing those Surface values by a Surface Adjustment Factor of 1.00021.
  2. This survey plat is accompanied by a written description which covers the identical parcel that is shown hereon, signed and sealed on even date herewith and is hereby made a part of this document.
  3. This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.

NORTH

Jeffrey L. Fansler  
Registered Professional Land Surveyor  
No. 4348  
Date  
2024-05-07



DATE: 04/29/2024  
SCALE: 1" = 50'  
DRAWN BY: JLF  
CHECKED BY: JLF  
SHEET NO. 3  
JOB NUMBER: 2302-019-01  
SHEET ID: 2302-019-01-PARCEL 10.dwg

PARCEL 10

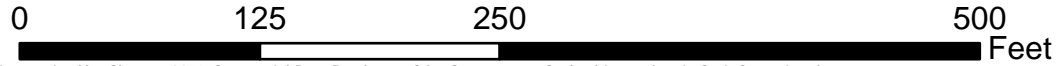
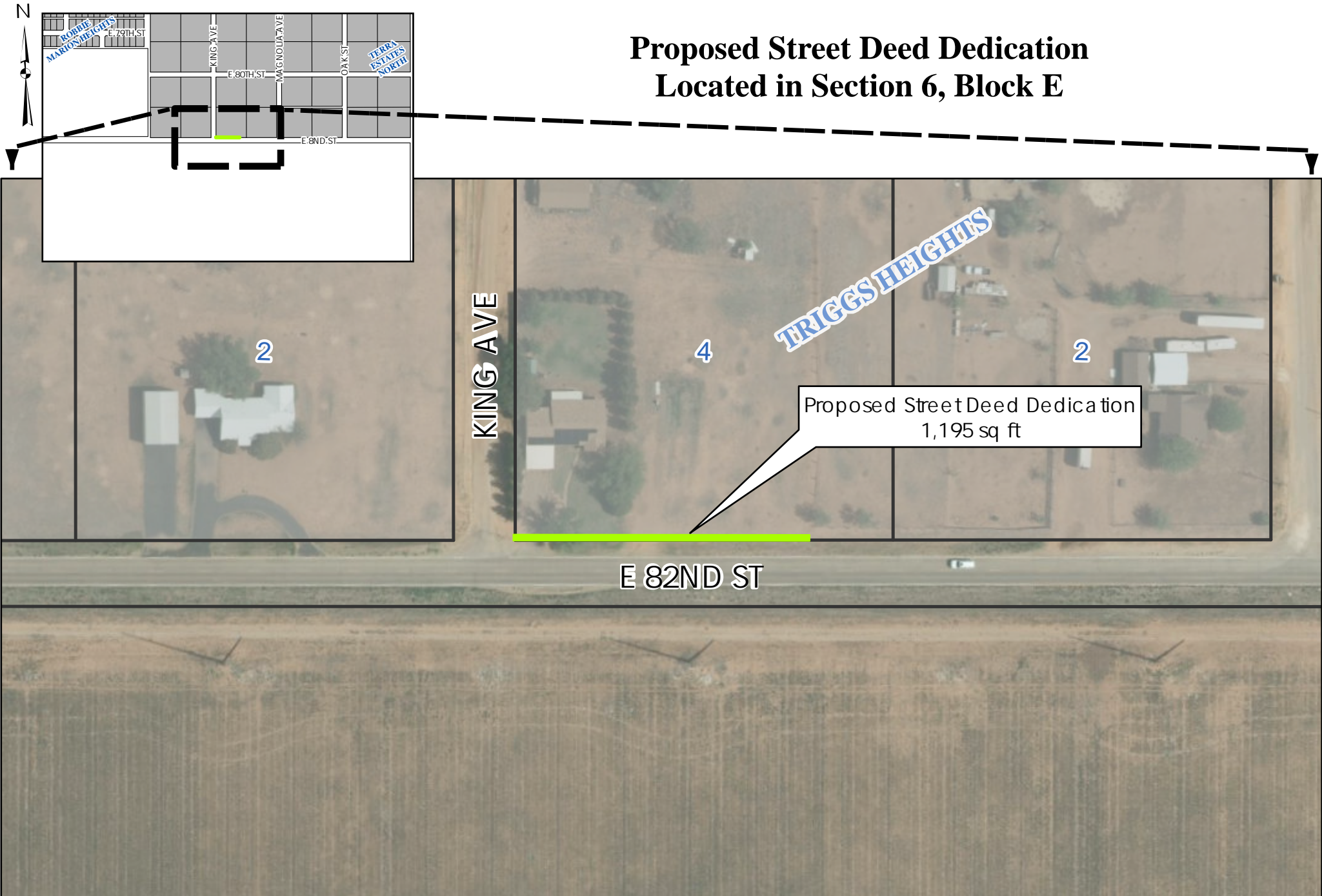
A 1,195 Sq. Ft. RIGHT-OF-WAY OUT OF THE WEST 239 FEET OF LOT 4, BLOCK 12  
OF THE TRIGG HEIGHTS ADDITION, LOCATED IN SECTION 6, BLOCK E, OF THE  
GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

CobbFendley

TBP&S Land Surveying Firm Registration No. 10046700  
7727 Quaker Avenue, Suite A, Lubbock, Texas 79424  
Phone: 806.993.0071 | www.cobbfendley.com



**Proposed Street Deed Dedication  
Located in Section 6, Block E**



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 24, 2024

|                         |                                |
|-------------------------|--------------------------------|
| Capital Project Number: | 92825                          |
| Capital Project Name:   | Street Bond 82nd and MLK - 22B |

| <i>Encumbered/Expended</i>                                  | <u>Budget</u> |
|---|---------------|
| City of Lubbock Staff Time                                  | \$ 13,356     |
| Contract 17088 with LAN for Design Services on 82nd and MLK | 3,424,877     |
| Playa Lake 82 Land Purchase                                 | 700,000       |

|  |       |
|--|-------|
| <i>Agenda Items, September 24th 2024</i> |       |
| Parcel 10 Land Purchase                  | 1,892 |

|   |                  |
|---|------------------|
| <b><i>Encumbered/Expended To Date</i></b> | <u>4,140,125</u> |
|---|------------------|

|  |                  |
|--|------------------|
| <i>Estimated Costs for Remaining Appropriation</i> |                  |
| Purchase of Land and Roadway Construction          | <u>1,559,875</u> |
| <b><i>Remaining Appropriation</i></b>              | <u>1,559,875</u> |

|                            |                            |
|----------------------------|----------------------------|
| <b>Total Appropriation</b> | <u><u>\$ 5,700,000</u></u> |
|----------------------------|----------------------------|





# CIP 92825 82nd Street and MLK Blvd- 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

## Project Scope

82nd Street from I-27 to MLK Blvd and MLK BLVD from 74th Street to 82nd Street are currently a two-lane paved road and are designated in the 2018 Thoroughfare Master Plan to become a seven-lane Principal Arterial and a five-lane Principal Arterial (Modified). Continued growth in east Lubbock has increased traffic demands along the 82nd Street and MLK BLVD corridors. This thoroughfare will include the ultimate design of a seven-lane and five-lane undivided thoroughfares with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

## Project Justification

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

## Project Highlights

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

## Project History

- FY 2022-23 \$5,700,000 was appropriated by Ord. 2022-00169

## Project Dates

Design Start Date: 01/2023  
Design Completion: 01/2025  
Bid for Construction: 09/2025  
Award Construction: 11/2025  
Project Completion: 04/2029

## Project Location

82nd St and Martin Luther King Boulevard

## Project Appropriations

|              | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction | \$5,700,000           | \$0              | \$14,100,000     | \$0              | \$0              | \$0              | \$0              |
| TOTAL        | \$5,700,000           | \$0              | \$14,100,000     | \$0              | \$0              | \$0              | \$0              |

## Project Funding

|                          | Funding to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| General Obligation Bonds | \$5,700,000     | \$0              | \$14,100,000     | \$0              | \$0              | \$0              | \$0              |
| TOTAL                    | \$5,700,000     | \$0              | \$14,100,000     | \$0              | \$0              | \$0              | \$0              |

## Operating Budget Impacts

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



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## Information

### Agenda Item

**Resolution - Engineering:** Consider a resolution receiving the Semi-Annual Report from the Capital Improvements Advisory Committee, regarding the progress and implementation of the Impact Fee Program.

### Item Summary

On October 27, 2020, the City Council approved Ordinance No. 2020-O0136, amending Title II Buildings; Development; Property Maintenance, of the City of Lubbock Code of Ordinances, by adding Chapter 41, Impact Fees.

In accordance with Texas Local Government Code Chapter 395.058, the Capital Improvements Advisory Committee (CIAC) is required to file a semi-annual report with the City Council, with respect to the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee.

### Fiscal Impact

None

### Staff/Board Recommending

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

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## Attachments

Resolution  
CIAC Semi-Annual Report Fall 2024



## **RESOLUTION**

**WHEREAS**, the City Council of the City of Lubbock (the "City Council") approved future land use assumptions and a capital improvements plan and on October 27, 2020 City Council adopted an ordinance, No. 2020-00136, establishing impact fees in the City of Lubbock to assist in the financing of capital improvements required by new development; and

**WHEREAS**, the City Council created a committee on June 11, 2019 through Resolution No. 2019-R0202, named the Capital Improvements Advisory Committee (the "CIAC"), in accordance with the requirements of Section 395.058 of the Texas Local Government Code and for the purpose of:

- (1) Advising and assisting the political subdivision in adopting land use assumptions;
- (2) Review the capital improvements plan and file written comments;
- (3) Monitor and evaluate implementation of the capital improvements plan;
- (4) File semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and
- (5) Advising the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee; and

**WHEREAS**, the Committee met on August 15, 2024 to hear staff updates and consider any changes in Committee recommendations to present to the City Council as part of the Committee's semi-annual report, said report is attached as Exhibit "A" and incorporated herein; and **NOW, THEREFORE:**

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

**THAT** the semi-annual report of the CIAC and the recommendations therein are hereby received by the City Council. Said Report is attached hereto and incorporated within this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**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:**

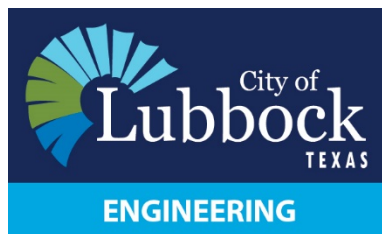


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Kelli Leisure, Senior Assistant City Attorney



**Capital Improvements Advisory Committee**  
*Impact Fee Program Semi-Annual Progress Report*  
**August 2024**



Prepared by the City of Lubbock Engineering Department



## Introduction

This report was prepared by the City of Lubbock Engineering staff and adopted by the Capital Improvements Advisory Committee for Roadway Impact Fees ("CIAC"). The purpose of this report is to advise the City Council, in accordance with Chapter 395 of the Texas Local Government Code of the status of the Impact Fee Program. This report should include information with respect to the progress of the capital improvements plan (or capacity plan) and any perceived inequities in implementing the plan or imposing the impact fee. The report must be restudied every five years according to Chapter 395 of the Texas Local Government Code.

## Program Overview and Status

On October 27, 2020, Lubbock City Council adopted the impact fee ordinance (Ord. #2020-00136). Impact fees are charges assessed by local governments on new development projects in order to partially fund roadway, wastewater, and water improvements that are necessitated by new development. These funds are offset by City of Lubbock funds to build the infrastructure as detailed in the capacity plans.

The effective date set for implementation of Roadway Impact Fees was June 1, 2021. On April 26, 2022, Lubbock City Council amended the impact fee ordinance (Ord. #2022-00068). This ordinance approved the updated impact fee study dated December 2021 that added newly annexed areas into the appropriate roadway service areas, updated the Roadway Service Area map, and recalculated the maximum fees per service area as shown below:

| Service Area | Maximum Fee Per Service Unit (per Vehicle-Mile) | Collection Rate Effective before 10/01/2022 | Collection Rate Effective on or after 10/01/2022 |
|--------------|---|---|--|
| A            | \$855   | \$439                                       | \$427.50   |
| B            | \$655   | \$327.50                                    | \$327.50   |
| C            | \$825   | \$412.50                                    | \$412.50   |
| D            | \$623   | \$319.50                                    | \$311.50   |
| E            | \$1,011   | \$497.50                                    | \$505.50   |
| F            | \$1,188   | \$589                                       | \$594  |
| G            | \$22  | \$0   | \$0  |
| H            | \$77  | \$0   | \$0  |



The effective date for the implementation of wastewater and water impact fees was June 1, 2022. The Wastewater Impact Fees were set at a discounted rate by City Council as shown below:

| <b>Meter Size<br/>(Based on Water Meter)</b> | <b>Maximum<br/>Impact Fee</b> | <b>Collection Rate</b> |
|--|-------------------------------|------------------------|
| 1"   | \$562                         | \$0                    |
| 1.5"   | \$1,124                       | \$0                    |
| 2"   | \$1,798                       | \$0                    |
| 3"   | \$3,934                       | \$0                    |
| 4"   | \$6,744                       | \$0                    |
| 6"   | \$14,050                      | \$0                    |
| 8"   | \$26,976                      | \$0                    |
| 10"  | \$42,712                      | \$0                    |

The Water Impact Fees were set at a discounted rate by City Council as shown below:

| <b>Water Meter Size</b> | <b>Maximum<br/>Impact Fee</b> | <b>Collection Rate</b> |
|-------------------------|-------------------------------|------------------------|
| 1"                      | \$576                         | \$0                    |
| 1.5"                    | \$1,152                       | \$0                    |
| 2"                      | \$1,843                       | \$0                    |
| 3"                      | \$4,032                       | \$0                    |
| 4"                      | \$6,912                       | \$0                    |
| 6"                      | \$14,400                      | \$0                    |
| 8"                      | \$27,648                      | \$0                    |
| 10"                     | \$43,776                      | \$0                    |



The status of various program elements are as follows:

### Land use assumptions

Land use assumptions were adopted by City Council on June 23, 2020 (Resolution No. 2020-R0211) and have not changed.

### Roadway Impact Fee Revenues

A summary of roadway fee activity as of July 31, 2024 by service areas is provided below:

| Service Area | Revenue Received        | Fees Distributed       | Remaining Funds        |
|--------------|-------------------------|------------------------|------------------------|
| A            | \$ 2,539,487.21         | \$ 1,270,000.00        | \$ 1,269,487.21        |
| B            | \$ 575,387.28           | \$ -                   | \$ 575,387.28          |
| C            | \$ 269,360.31           | \$ -                   | \$ 269,360.31          |
| D            | \$ 995,408.17           | \$ -                   | \$ 995,408.17          |
| E            | \$ 3,651,365.20         | \$ -                   | \$ 3,651,365.20        |
| F            | \$ 2,218,061.96         | \$ 1,600,000.00        | \$ 618,061.96          |
| G            | \$ -                    | \$ -                   | \$ -                   |
| H            | \$ -                    | \$ -                   | \$ -                   |
| <b>Total</b> | <b>\$ 10,249,070.13</b> | <b>\$ 2,870,000.00</b> | <b>\$ 7,379,070.13</b> |

### Roadway Impact Fee Expenditures

The total expenditures distributed through June 30, 2024 are detailed below:

| Service Area | Amount Distributed | Project Number | Project Name                             |
|--------------|--------------------|----------------|--|
| A            | \$ 1,270,000.00    | 92510          | Upland Avenue 66th Street to 82nd Street |
| F            | \$ 1,600,000.00    | 92510          | Upland Avenue 66th Street to 82nd Street |

### Roadway Impact Fee Revenue Aging

In accordance with Texas Local Government Code Chapter 395, the City tracks the age of each impact fee collected. If revenues are not distributed within five years, the payee may request a refund of the fee. If the revenues are not distributed within ten years, the City must refund the fee to the payee with or without a request from the payee.

An aging report for the revenue collected by each service area is provided below.

|              | Service Area A         |                        |                        |
|--------------|------------------------|------------------------|------------------------|
|              | Revenue Received       | Fees Distributed       | Funds Remaining        |
| <b>2021</b>  | \$ 3,911.49            | \$ -                   | \$ -                   |
| <b>2022</b>  | \$ 614,052.10          | \$ -                   | \$ -                   |
| <b>2023</b>  | \$ 1,294,004.00        | \$ -                   | \$ 641,967.59          |
| <b>2024</b>  | \$ 627,519.62          | \$ 1,270,000.00        | \$ 627,519.62          |
| <b>Total</b> | <b>\$ 2,539,487.21</b> | <b>\$ 1,270,000.00</b> | <b>\$ 1,269,487.21</b> |



|              | Service Area B       |                  |                      |
|--------------|----------------------|------------------|----------------------|
|              | Revenue Received     | Fees Distributed | Funds Remaining      |
| 2021         | \$ -                 | \$ -             | \$ -                 |
| 2022         | \$ 218,973.60        | \$ -             | \$ 218,973.60        |
| 2023         | \$ 198,767.34        | \$ -             | \$ 198,767.34        |
| 2024         | \$ 157,646.34        | \$ -             | \$ 157,646.34        |
| <b>Total</b> | <b>\$ 575,387.28</b> | <b>\$ -</b>      | <b>\$ 575,387.28</b> |

|              | Service Area C       |                  |                      |
|--------------|----------------------|------------------|----------------------|
|              | Revenue Received     | Fees Distributed | Funds Remaining      |
| 2021         | \$ -                 | \$ -             | \$ -                 |
| 2022         | \$ 28,101.93         | \$ -             | \$ 28,101.93         |
| 2023         | \$ 218,079.99        | \$ -             | \$ 218,079.99        |
| 2024         | \$ 23,178.39         | \$ -             | \$ 23,178.39         |
| <b>Total</b> | <b>\$ 269,360.31</b> | <b>\$ -</b>      | <b>\$ 269,360.31</b> |

|              | Service Area D       |                  |                      |
|--------------|----------------------|------------------|----------------------|
|              | Revenue Received     | Fees Distributed | Funds Remaining      |
| 2021         | \$ -                 | \$ -             | \$ -                 |
| 2022         | \$ 809,244.55        | \$ -             | \$ 809,244.55        |
| 2023         | \$ 144,811.31        | \$ -             | \$ 144,811.31        |
| 2024         | \$ 41,352.31         | \$ -             | \$ 41,352.31         |
| <b>Total</b> | <b>\$ 995,408.17</b> | <b>\$ -</b>      | <b>\$ 995,408.17</b> |

|              | Service Area E         |                  |                        |
|--------------|------------------------|------------------|------------------------|
|              | Revenue Received       | Fees Distributed | Funds Remaining        |
| 2021         | \$ 11,808.73           | \$ -             | \$ 11,808.73           |
| 2022         | \$ 858,136.35          | \$ -             | \$ 858,136.35          |
| 2023         | \$ 1,910,725.11        | \$ -             | \$ 1,910,725.11        |
| 2024         | \$ 870,695.01          | \$ -             | \$ 870,695.01          |
| <b>Total</b> | <b>\$ 3,651,365.20</b> | <b>\$ -</b>      | <b>\$ 3,651,365.20</b> |

|              | Service Area F         |                        |                      |
|--------------|------------------------|------------------------|----------------------|
|              | Revenue Received       | Fees Distributed       | Funds Remaining      |
| 2021         | \$ -                   | \$ -                   | \$ -                 |
| 2022         | \$ 1,275,363.72        | \$ -                   | \$ -                 |
| 2023         | \$ 665,153.31          | \$ -                   | \$ 340,517.03        |
| 2024         | \$ 277,544.93          | \$ 1,600,000.00        | \$ 277,544.93        |
| 2025         | \$ -                   | \$ -                   | \$ -                 |
| <b>Total</b> | <b>\$ 2,218,061.96</b> | <b>\$ 1,600,000.00</b> | <b>\$ 618,061.96</b> |

### Credit Agreements

No credit agreements are in place at this time.

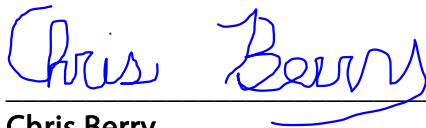


## Recommendations

The CIAC submits the following recommendations for consideration by the City of Lubbock City Council:

- The Roadway Impact Fee is being collected and maintained in accordance with state law and City code.
- Continue distributing available funds within five years of fee collection.
- Conduct an Impact Fee Restudy, including land use assumptions and capital project plans, in accordance with state law.

The committee endorses this report and its recommendations and will discuss such with the City Council at their request.



**Chris Berry**  
Capital Improvements Advisory Board  
Chair



**Bailey Ratcliffe, P.E.**  
Interim City Engineer  
Staff Liaison

### **Capital Improvements Advisory Committee Members**

Position 1 – Thomas Parker  
Position 2 – Chris Berry, Chair  
Position 3 – Vacant  
Position 4 – Thomas Payne  
Position 5 – Jonathan Hill  
Position 6 – Andy Bean, Vice Chair  
Position 7 – Marciano Morales



## Information

### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18263, and all related documents, with Deerwood Construction, Inc., for waterline construction along East 4th Street.

### Item Summary

The City issued a Request for Proposals (RFP) for this project to install 3,635 linear feet of 12-inch water line along East 4th Street to provide water services to the area, and an additional 1,621 linear feet of 12-inch water line, as an additive alternate to accommodate future expansion.

In response to RFQ 24-18263-TF, the following proposals were opened on September 10, 2024.

| Contractor  | Amount         |
|---|----------------|
| Deerwood Construction, Inc., Lubbock, Texas           | \$749,216.47   |
| Utility Contractors of America, Inc., Lubbock, Texas  | \$826,765.00   |
| RUTS Construction, LLC, Haslet, Texas                 | \$957,037.00   |
| MH Civil Constructors, Inc. Amarillo, Texas           | \$1,016,080.00 |
| LA Fuller and Sons Construction, LTD. Amarillo, Texas | \$1,042,909.75 |

The proposals were evaluated using the following criteria: 60 points for price, 30 points for contractor qualifications, and 10 points for construction time, for a maximum value of 100 points. After the proposals were evaluated by the RFP committee, the following ranking was obtained.

| Contractor  | Total/100 pts |
|---|---------------|
| Deerwood Construction, Inc., Lubbock, Texas           | 93.00         |
| Utility Contractors of America, Inc., Lubbock, Texas  | 91.12         |
| MH Civil Constructors, Inc. Amarillo, Texas           | 77.74         |
| RUTS Construction, LLC, Haslet, Texas                 | 75.97         |
| LA Fuller and Sons Construction, LTD. Amarillo, Texas | 75.60         |

Staff recommends award to the highest ranked proposer, Deerwood Construction Inc., of Lubbock, Texas, for the contract amount of \$749,216.74. Included in the contract amount is an alternate requested by the Lubbock Economic Development Alliance (LEDA). The alternate is in the amount of \$199,305.50 and calls for additional water infrastructure to support PLANT Agricultural Systems, a LEDA economic development project. LEDA has agreed to fully fund the alternate. Following this memo is a letter from LEDA outlining their commitment. The funding for this project is scheduled to be



ratified by the LEDA Board at their September 26th Council meeting. Upon receiving the funds from LEDA a budget amendment to accept the funds will follow.

Time for substantial completion is 90 calendar days from Notice to Proceed.

### **Fiscal Impact**

Contract 18263 for \$749,216.74 is funded as follows:

- CIP 92702 East Lubbock Future Expansion will fund the base bid in the amount of \$549,910.97.
- LEDA will fund the additive alternate bid in the amount of \$199,305.50.

### **Staff/Board Recommending**

Erik Rejino, Assistant City Manager

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

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### **Attachments**

Resolution

Contract 18263

LEDA Commitment

LocationMap

CIP 92702 Budget Detail

CIP 92702 Project Detail

Project Summary Sheet



**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18263 for waterline construction along East 4<sup>th</sup> Street as per RFP 24-18263-TF, by and between the City of Lubbock and Deerwood Construction, 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



**PROPOSAL SUBMITTAL FORM  
UNIT PRICE PROPOSAL CONTRACT**

DATE: 9-9-2024

PROJECT NUMBER: **RFP 24-18263-TF Waterline Construction Along East 4<sup>th</sup> Street**

Proposal of \_\_\_\_\_ (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

**PROPOSED CONSTRUCTION TIME:**

1. Contractors proposed CONSTRUCTION TIME for completion:

**TOTAL CONSECUTIVE CALENDAR DAYS:** 90 (to Substantial Completion)

**TOTAL CONSECUTIVE CALENDAR DAYS:** 120 (to Final Completion)

(not to exceed 90 consecutive calendar days to Substantial Completion / 120 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **90 Consecutive Calendar Days** with **final completion** within **120 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **\$300** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$100** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.



**City of Lubbock, TX**  
**Public Works**  
**RFP 24-18263-TF**  
**Waterline Construction Along East 4th Street**

**Deerwood Construction, Inc. of Lubbock, TX**

| #                                     | Items   | QTY<br>+/- | U/M | Unit<br>Cost | Extended<br>Cost |
|---------------------------------------|---|------------|-----|--------------|------------------|
| <b>General</b>                        |   |            |     |              |                  |
| #1-1                                  | Mobilization - Contractor mobilization including move-in and move-out cost from each site location.   | 1          | LS  | 35,676.97    | 35,676.97        |
| #1-2                                  | Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering to all sites, and all other work considered incidental to this item.   | 1          | LS  | 20,000.00    | 20,000.00        |
| #1-3                                  | Provide and maintain a SWPPP - Including preparation, NOI, NOT, and all other work considered incidental to this item.  | 1          | LS  | 1,800.00     | 1,800.00         |
| #1-4                                  | Trench Safety - Complete and in place.  | 3500       | LF  | 4.85         | 16,975.00        |
| <b>Water Improvements</b>             |   |            |     |              |                  |
| #2-1                                  | Furnish and install C900 12" PVC approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.   | 3380       | LF  | 100.00       | 338,000.00       |
| #2-2                                  | Furnish and install C900 12" PVC approved water pipe by means other than open cut, backfilled to 95% modified compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.  | 128        | LF  | 123.00       | 15,744.00        |
| #2-3                                  | Furnish and install C900 8" PVC approved water pipe in open cut trench, backfilled to 95% modified compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.   | 120        | LF  | 88.00        | 10,560.00        |
| #2-4                                  | Furnish and install 20" steel encasement with 12" C-900 DR-18 pvc pipe by method other than open cut, provide all casing spacers and backfilled to 95% modified compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work, as herein specified. | 125        | LF  | 168.00       | 21,000.00        |
| #2-5                                  | Furnish and install 16" steel encasement with 8" C-900 DR-18 pvc pipe by method other than open cut, provide all casing spacers and backfilled to 95% modified compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work, as herein specified.  | 86         | LF  | 145.00       | 12,470.00        |
| #2-6                                  | Furnish and install 12" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.  | 3          | EA  | 4,900.00     | 14,700.00        |
| #2-7                                  | Furnish and install 8" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.   | 1          | EA  | 3,800.00     | 3,800.00         |
| #2-8                                  | Furnish and install 12" Air Release Valve, as herein specified, including all equipment, tools, and labor to perform work.  | 1          | EA  | 3,600.00     | 3,600.00         |
| #2-9                                  | Furnish and install Fire Hydrant, as herein specified, including all equipment, tools, and labor to perform work.   | 2          | EA  | 7,000.00     | 14,000.00        |
| #2-10                                 | Tie in to to existing water Line, complete and in place per Specifications.   | 3          | LS  | 4,500.00     | 13,500.00        |
| <b>Water Improvements - Alternate</b> |   |            |     |              |                  |
| #3-1                                  | Trench Safety - Complete and in place.  | 1630       | LF  | 4.85         | 7,905.50         |
| #3-2                                  | Furnish and install C900 12" PVC approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all fittings, equipment, tools, and labor to perform work.   | 1630       | LF  | 100.00       | 163,000.00       |
| #3-3                                  | Furnish and install 12" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.  | 3          | EA  | 4,800.00     | 14,400.00        |
| #3-4                                  | Furnish and install Fire Hydrant, as herein specified, including all equipment, tools, and labor to perform work.   | 2          | EA  | 7,000.00     | 14,000.00        |
| <b>Paving Repair</b>                  |   |            |     |              |                  |
| #4-1                                  | Flowable backfill as approved, complete and in place per Specifications.  | 141        | CY  | 185.00       | 26,085.00        |
| #4-2                                  | Remove and Repair asphalt paving, including all material, equipment and labor to perform sub grade compaction and testing. Concrete installation per COL Specifications and all other work considered incidental to this item.  | 20         | SY  | 100.00       | 2,000.00         |
| <b>Total (Item 1-1 through 1-4):</b>  |   |            |     |              | \$ 74,451.97     |
| <b>Total (Item 2-1 through 2-10):</b> |   |            |     |              | \$ 447,374.00    |
| <b>Total (Item 3-1 through 3-4):</b>  |   |            |     |              | \$ 199,305.50    |
| <b>Total (Item 4-1 through 4-2):</b>  |   |            |     |              | \$ 28,085.00     |
| <b>Total (Item 1-1 through 4-2):</b>  |   |            |     |              | \$ 749,216.47    |



Enclosed with this proposal is a Cashier's Check or Certified Check for \_\_\_\_\_ Dollars (\$) or a Proposal Bond in the sum of \_\_\_\_\_ Dollars (\$), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 9/3/24  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Date: 9.9.2024  
 Authorized Signature [Signature]  
Marty Stevens  
 (Printed or Typed Name)  
Deerwood Construction Inc.  
 Company  
P O Box 3009  
 Address  
Lubbock Lubbock  
 City County  
Tx. 79452  
 State Zip Code  
 Telephone: 806-741-1446  
 Fax: 806-741-1448  
 Email:  
**FEDERAL TAX ID or SOCIAL SECURITY**  
**No.**  
75-2726770

M/WBE Firm:

|                          |                   |                          |                        |                          |                 |
|--------------------------|-------------------|--------------------------|------------------------|--------------------------|-----------------|
| <input type="checkbox"/> | Woman             | <input type="checkbox"/> | Black American         | <input type="checkbox"/> | Native American |
| <input type="checkbox"/> | Hispanic American | <input type="checkbox"/> | Asian Pacific American | <input type="checkbox"/> | Other (Specify) |





**LUBBOCK  
ECONOMIC  
DEVELOPMENT  
ALLIANCE™**

September 18, 2024

[erejino@mylubbock.us](mailto:erejino@mylubbock.us)

Erik Rejino  
Assistant City Manager  
City of Lubbock  
PO Box 2000  
Lubbock, TX 79457

RE: East 4<sup>th</sup> Water Line Loop

Dear Mr. Rejino,

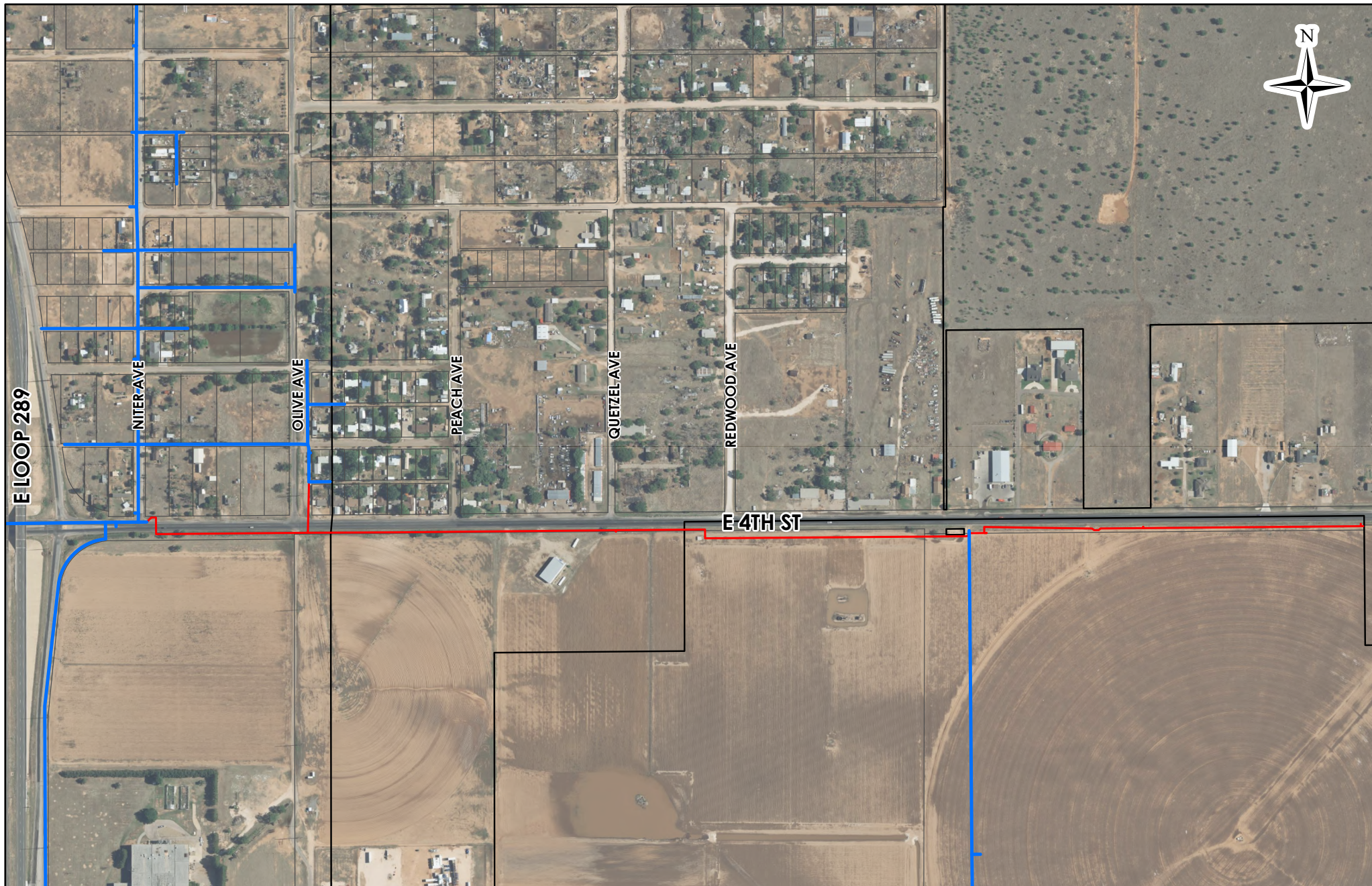
We appreciate the efforts by the City of Lubbock to design and bid out as an additive alternate to the East 4<sup>th</sup> Water Line Loop, the portion of the water line that would reach the property for PLANT Agricultural Systems. As per our discussions with Wood Franklin, Division Director of Public Works for the City of Lubbock, LEDA is committed to paying the amount of the additive alternate.

At our next Board Meeting on Wednesday, September 26, we will ask our Board to ratify our commitment to pay \$199,305.50 to the City of Lubbock for the extension of the East 4<sup>th</sup> Water Line Loop as provided in the bid from Deerwood.

Regards,

John Osborne  
President & CEO  
Lubbock Economic Development Alliance, Inc.





## CIP 92702 – Waterline Construction Along East 4th Street

- Existing Water Main
- Proposed Water Main
- Lot-Block Lines
- Lubbock City Limits

0 250 500 1,000 Feet



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



**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
September 24, 2024**

|                         |                               |
|-------------------------|-------------------------------|
| Capital Project Number: | 92702                         |
| Capital Project Name:   | East Lubbock Future Expansion |

|                                  |               |
|----------------------------------|---------------|
| <i>Encumbered/Expended</i>       | <b>Budget</b> |
|                                  | <b>92702</b>  |
| City of Lubbock Staff Time       | \$ 25,444     |
| Water System Improvements        | 583,120       |
| Sewer System Improvements        | 166,763       |
| Contract 17639 with Cobb Fendley | 15,642        |
| Advertising                      | 436           |

*Agenda Items, September 24th, 2024*

|   |         |
|---|---------|
| Contract 18263 - Waterline Construction along East 4th Street | 749,216 |
|---|---------|

|   |                  |
|---|------------------|
| <b><i>Encumbered/Expended To Date</i></b> | <b>1,540,622</b> |
|---|------------------|

*Estimated Costs for Remaining Appropriation*

|                                       |                  |
|---------------------------------------|------------------|
| Water System Improvements             | (140,622)        |
| <b><i>Remaining Appropriation</i></b> | <b>(140,622)</b> |

|                            |                     |
|----------------------------|---------------------|
| <b>Total Appropriation</b> | <b>\$ 1,400,000</b> |
|----------------------------|---------------------|





# CIP 92702 East Lubbock Future Expansion

Upgrade/Major Maintenance

Project Manager: Wood Franklin - Wastewater Collection

## Project Scope

The Capital Improvement Project is for both water and sewer service extension for the proposed Lubbock Economic Development Alliance project Basil.

## Project Justification

The project is currently proposed to be located near East Loop 289 and 19th Street adjacent to the Lubbock Land Application Site and will require water and waste water main extension to provide potable water service, wastewater service, and fire protection.

This project will also provide loop in the water distribution system to an existing system on East 4th Street. This loop will help prevent service and quality problems that can exist on "dead end" water mains.

## Project Highlights

**Council Priorities Addressed:**  
Growth and Development, Community Improvement

## Project History

- FY 2020-21 \$500,000 was appropriated by Ord. 2020-00123
- FY 2021-22 \$500,000 was appropriated by Ord. 2021-00126
- FY 2023-24 \$400,000 was appropriated by Ord. 2023-00108

## Project Dates

Construction July 2024 thru December 2024

## Project Location

East Loop 289 and 19th Street

## Project Appropriations

|              | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Design       | \$1,000,000           | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |
| Construction | \$400,000             | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |
| TOTAL        | \$1,400,000           | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |

## Project Funding

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



Operating Budget Impacts

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





# CIP 92805 Southeast Lubbock Water System Expansion

## Infrastructure Improvements

**Project Manager: Bailey Ratcliffe - Engineering**

### Project Scope

Engineering and construction of water distribution system infrastructure to adequately service areas in South and Southeast Lubbock as recommended by the Water Distribution System Master Plan

### Project Justification

The project provides water service to newly annexed areas in South and Southeast Lubbock. With recent annexations in South and Southeast Lubbock, the water distribution system needs to be extended to provide service.

### Project Highlights

#### Council Priorities Addressed:

Community Improvement  
Growth and Development

### Project History

- FY 2022-23 \$1,500,000 was appropriated by Ord. 2022-00136

### Project Dates

Design: Completed in-house by City Staff  
Award Date for Bid – Construction:06/2023  
Project Start Date – Construction:08/2023  
Project End Date – Construction:08/2024

### Project Location

South and Southeast Lubbock

### Project Appropriations

|              | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction | \$1,500,000           | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |
| TOTAL        | \$1,500,000           | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |

### Project Funding

|                                     | Funding to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|-------------------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Water/Wastewater Fund Revenue Bonds | \$1,500,000     | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |
| TOTAL                               | \$1,500,000     | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |

### Operating Budget Impacts

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





## **Purchasing and Contract Management**

### **Project Summary**

#### **RFP 24-18263-TF**

#### **Waterline Construction Along East 4th Street**

Notice was published in the Lubbock Avalanche Journal on August 18 & August 25, 2024.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on the State of Texas Electronic State Business Daily.

Notice was published on Bonfire.com from August 18 to September 10, 2024.

6 individuals attended the pre-proposal meeting.

52 vendors downloaded the documents using Bonfire.com.

31 vendors were notified separately.

5 vendors submitted proposals.



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## Information

### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18195, with Trifecta Services Company, for the demolition and removal of a water tower at 74th Street and Genoa Avenue.

### Item Summary

This project's purpose is to de-commission and dismantle elevated and ground storage tanks that were replaced by newly constructed elevated and ground storage tanks.

In response to ITB 24-18195-KM, the following bids were received and opened on August 12, 2024.

| Contractor                                      | Amount    |
|---|-----------|
| Trifecta Services Company, Pflugerville, Texas  | \$135,000 |
| Hunter Demolition & Wrecking Corp, Bexar, Texas | \$156,500 |
| Veit National Corporation, Hennepin, Minnesota  | \$281,510 |
| Intercon Demolition, Lubbock, Texas             | \$305,000 |

Staff recommends award to the lowest bidder, Trifecta Services Company of Pflugerville, Texas, for \$135,000.

The contract will be for a term of 210 calendar days from the date of the Notice to Proceed, with liquidated damages of \$300 per day for each day that substantial completion exceeds the 180-day limit, and \$100 per day of liquidated damages for each day that final completion exceeds the 210-day limit.

### Fiscal Impact

Contract No. 18195 for \$135,000 is funded in Capital Improvements Project 8687, Demo of Elevated and Ground Storage Tanks.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

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## Attachments

Resolution

Contract



Location Exhibit  
CIP Spreadsheet  
Budget Detail  
Project Summary



**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18195 for the demolition and removal of a water tower at 74<sup>th</sup> Street and Genoa Avenue as per ITB 24-18195-KM, by and between the City of Lubbock and Trifecta Services Company of Pflugerville, 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



**REVISED  
BID SUBMITTAL FORM  
UNIT PRICE BID CONTRACT**

DATE: 08/12/2024

PROJECT NUMBER: **ITB 24-18195-KM Demolition and Removal of Water Tower at 74th and Genoa**

Bid of Trifecta Services Company (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **180 consecutive calendar days** with **final completion** of the project within **210 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **\$300** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$100** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within **10** business days after notice of award of the contract to him.



**City of Lubbock, TX**  
**Public Works**  
**ITB 24-18195-KM**  
**Demolition and Removal of Water Tower at 74th and Genoa**

**Trifecta Services Company of Pflugerville, TX**

| #                                     | Items  | QTY<br>+/- | U/M | Unit<br>Price | Extended<br>Cost    |
|---------------------------------------|--|------------|-----|---------------|---------------------|
| <b>Base Bid</b>                       |  |            |     |               |                     |
| #0-1                                  | Mobilization - Contractor mobilization including move-in and move-out cost from each site location.  | 1          | LS  | \$10,000.00   | \$10,000.00         |
| #0-2                                  | Demolition - Demolition and complete removal of 1,000,000 gallon storage tank, on 74th and Genoa Avenue in Lubbock, TX including all equipment, labor, and materials needed.   | 1          | LS  | \$109,300.00  | \$109,300.00        |
| #0-3                                  | Foundation Removal to 4' Depth - Foundation Removal includes all equipment, labor, and materials needed- Foundation removal including tank foundation piers, concrete slab, concrete piers, and concrete overflow drainage. Existing surface features such as the concrete slab and piers are also to be removed. Removal of phone company equipment must be completed by phone company. | 1          | LS  | \$5,500.00    | \$5,500.00          |
| #0-4                                  | Fence Removal - Fence Removal including all equipment, labor, and materials needed - Fence on the East side of the tank is to be removed. Fence materials include wood and gate. Fence posts with concrete are to be removed if applicable.  | 1          | LS  | \$1,700.00    | \$1,700.00          |
| #0-5                                  | 24" SCRC Water Line Removal - includes all equipment, labor, and materials needed - A removal of a 24-inch diameter Steel Cylinder Reinforced Concrete water line; Length of approximately 65 feet.  | 1          | LS  | \$1,500.00    | \$1,500.00          |
| #0-6                                  | 24" SCRC Water Line Cut & Plug - includes all equipment, labor, and materials needed - A cut and plug of a 24-inch diameter Steel Cylinder Reinforced Concrete water line.   | 1          | LS  | \$4,500.00    | \$4,500.00          |
| #0-7                                  | Concrete Valve Vault Removal - includes all equipment, labor, hauling, and materials needed - A demolition/removal of a large and heavy concrete vault vault including the valve and equipment inside.   | 1          | LS  | \$2,500.00    | \$2,500.00          |
| <b>Total (Items 0-1 through 0-7):</b> |  |            |     |               | <b>\$135,000.00</b> |




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

NA Dollars (\$ N/A ) or a Bid Bond in the sum of  
Six Thousand Seven Hundred Fifty Dollars (\$ 6,750.00 ), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: 08/12/2024

  
Authorized Signature  
Karan Sam Shah

(Printed or Typed Name)

Trifecta Services Company

Company

13505 Immanuel Road

Address

Pflugerville, Travis

City, County

Texas, 78660

State Zip Code

Telephone: 704 - 900-1977

Fax: 704 - 900-1975

(Seal if Bidder is a Corporation)

ATTEST:

  
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date July 24, 2024  
Addenda No. 2 Date August 4, 2024  
Addenda No. 3 Date August 5, 2024  
Addenda No. 4 Date August 7, 2024

FEDERAL TAX ID or SOCIAL SECURITY No.

47-2426047

EMAIL: ragonzalez@trifectainc.com

M/WBE  
Firm:

|  |                   |   |                        |  |                 |
|--|-------------------|---|------------------------|--|-----------------|
|  | Woman             |   | Black American         |  | Native American |
|  | Hispanic American | X | Asian Pacific American |  | Other (Specify) |





## Location Map for 74th Street and Genoa Ave Water Tank Demo



0 100 200 300 Feet

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



City of Lubbock, TX  
Capital Project  
Project Cost Detail  
September 5, 2024

|                         |   |
|-------------------------|---|
| Capital Project Number: | 8687  |
| Capital Project Name:   | Demolition and Removal of Water Tower at 74th and Genoa |

|                            |               |
|----------------------------|---------------|
| <i>Encumbered/Expended</i> | <b>Budget</b> |
| City of Lubbock Staff Time | \$ 2,095      |

|  |         |
|--|---------|
| <i>Agenda Items, September 24th, 2024</i>                                |         |
| Contract 18195 - Demolition and Removal of Water Tower at 74th and Genoa | 135,000 |

|   |                |
|---|----------------|
| <b><i>Encumbered/Expended To Date</i></b> | <u>137,095</u> |
|---|----------------|

|  |                |
|--|----------------|
| <i>Estimated Costs for Remaining Appropriation</i> |                |
| Water System Equipment Demolition and Removal      | <u>137,905</u> |

|                                       |          |
|---------------------------------------|----------|
| <b><i>Remaining Appropriation</i></b> | <u>-</u> |
|---------------------------------------|----------|

|                            |                          |
|----------------------------|--------------------------|
| <b>Total Appropriation</b> | <u><u>\$ 275,000</u></u> |
|----------------------------|--------------------------|





# CIP 8687 Demo Elevated and Ground Storage Tanks

Infrastructure Improvements

Project Manager: Bailey Ratcliffe - Engineering

## Project Scope

This project is intended to de-commission and dismantle elevated and ground storage tanks that were replaced by newly constructed elevated (EST's) and ground storage tanks (GST's).

## Project Justification

The EST's that will be demolished are located at 35th & Ave. W and at 74th & Genoa Ave. The GST is located at the North Water Treatment Plant (NWTP). Recent construction of four EST's eliminate the need for the two existing EST's which had become non-compliant with the Texas Commission on Environmental Quality requirements for water storage and firefighting capabilities. The existing six million gallon (MG) GST located at the NWTP became structurally unsafe during a severe winter icing event. This tank has been replaced with a larger eight million gallon tank.

## Project Highlights

**Council Priorities Addressed:**  
Redevelopment

## Project Dates

Demo of 74th & Genoa: Summer 2024  
Demo of 35th & Ave W: Summer 2025  
Demo of 6 MG GST: Summer 2026

## Project History

- FY 2023-24 \$275,000 was appropriated by Ord.2023-00108

## Project Location

74th & Genoa Ave, 35th & Ave W, North Water Treatment plant

## Project Appropriations

|              | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction | \$275,000             | \$275,000        | \$550,000        | \$0              | \$0              | \$0              | \$0              |
| TOTAL        | \$275,000             | \$275,000        | \$550,000        | \$0              | \$0              | \$0              | \$0              |

## Project Funding

|                            | Funding to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|----------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Water/Wastewater Fund Cash | \$275,000       | \$275,000        | \$550,000        | \$0              | \$0              | \$0              | \$0              |
| TOTAL                      | \$275,000       | \$275,000        | \$550,000        | \$0              | \$0              | \$0              | \$0              |

## Operating Budget Impacts

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





## **Purchasing and Contract Management**

### **Project Summary**

#### **ITB 24-18195-KM Demolition and Removal Water Tower at 74th and Genoa**

Notice was published in the Lubbock Avalanche Journal on July 17 & July 24, 2024.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on the State of Texas Electronic State Business Daily.

Notice was published on Bonfire.com from July 16, 2024 thru August 12, 2024

50 vendors downloaded the documents using Bonfire.com.

10 vendors were notified separately.

4 vendors submitted bids.



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## Information

### Agenda Item

#### Ordinance 2nd Reading - Planning:

Consider Ordinance No. 2024-O0130, 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

On September 10, 2024, the City Council approved the first reading of the ordinance.

On July 25, 2024, the Planning and Zoning Commission (PZC) and the City Council held a joint public hearing 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

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## 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 \_\_\_\_\_.

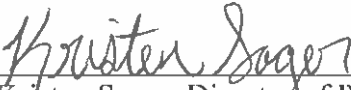
\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**

**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



## UDC Amendments

Remove Amendments #4 and #5 and replace with the following amendment:

### 4. Table 39.03.023-2 – Base Public and Nonresidential Districts Sign Standards – Canopy Signs

- a. Add a new definition for **Sign, Freestanding Canopy**:
  - i. **Sign, Freestanding Canopy** means any sign painted, printed, attached, or otherwise applied to the surface of a freestanding canopy.
- b. Add a new definition for **Freestanding Canopy**:
  - i. **Freestanding Canopy** means any structure that is not attached to the wall of a building which was built and designed for the purpose of covering or shading an area. Freestanding canopies are comprised of a roof and posts and are open on all sides.
- c. Add the Freestanding Canopy Sign Type to **Table 39.03.023-2**:

| 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 |
|-----------------|---------------------|----------------------|-----------------------|-----------------|---------------------|-----------------------|---------------------------------|-----------------------|-----------------------|-------------|
|                 | Freestanding Canopy | Yes                  | 2 per canopy          | --              | 75% of canopy width | 3 feet above roofline | --                              | --                    | 18 inches             | Yes         |

### 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.
- b. **Proposed Revision:** Add to Sign Area (max) and Sign Width (max): **No max, when located on a side or rear facing wall.**
- c. **Proposed Revision:** Remove MU-4 and MU-6 from list.

| Table 39.03.023-2<br>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<br>10% per tenant – see e., <i>Mural</i> , above | 75% of facade or tenant space | --                | --                              | --                    | --                    | No          |



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## Information

### Agenda Item

**Resolution - Planning:** Consider a resolution authorizing the Mayor to execute Professional Services Contract 17872, with SAFEbuilt, LLC, for the completion of a Zoning Map Analysis.

### Item Summary

On June 25, 2024, the City Council postponed this item to September 24, 2024, in order to allow staff to revise the scope of work and reduce the overall cost. The scope of work has been revised so that City staff will conduct all public input sessions with citizens, which reduced the overall cost of the contract from \$90,000 to \$80,560.

Plan Lubbock 2040, the City's Comprehensive Plan, was adopted by the City Council in December 2018. This plan contains a framework of goals, actions, and time frames for the City of Lubbock to implement, in order to support the vision expressed in the document.

Included in Plan Lubbock 2040 is the Future Land Use Map and Future Land Use Plan, which utilized existing conditions, fiscal impact modeling, and community visioning, to provide guidance for Lubbock's future land development.

Since then, it has been determined that the current zoning of certain properties, when compared to existing development, are inconsistent with the Future Land Use Map and Future Land Use Plan. Allowing these to continue in their current manner could allow for development patterns that would be inconsistent with the Future Land Use Map, goals of the Future Land Use Plan, and the Comprehensive Plan for the City of Lubbock.

This project supports and furthers the City Council goals of Community Improvement, Growth and Development, and Economic Development and Redevelopment.

The Planning Department issued a Request for Qualifications (RFQ), which outlined the City's expectations for communication, scope of work, and project approach. RFQ 24-17872-KM was published on January 24, 2024, with a deadline for submissions on March 26, 2024.

In response to RFQ 24-17872-KM, four submittals were received and reviewed on April 12, 2024, and were evaluated using the following criteria:

- 30 Points for Project Team Organization and Qualifications;
- 30 Points for Experience on Similar Projects;
- 30 Points for Project Approach;
- 10 Points for Overall Responsiveness to the RFQ; and
- Pass/Fail for the Required Documents Submitted.



After the proposals were evaluated by a 4-person committee, using a maximum point value of 100 points per evaluator, the following ranking was obtained.

| <b>Consultants</b>                             | <b>Points</b> |
|--|---------------|
| SAFEbuilt, LLC, Houston, Texas                 | 90.75         |
| ENKI Development Solutions, Colleyville, Texas | 78.75         |
| MIG, Inc., San Antonio, Texas                  | 76.00         |
| Kaart, Grand Junction, Colorado                | 66.25         |

The Evaluation Committee recommends the award to the highest ranked consultant, SAFEbuilt, LLC, of Houston, Texas, for \$80,560. The time for completion is 6 months, with the option to extend the contract up to an additional 6 months, at no additional cost.

### **Fiscal Impact**

The cost of this contract, \$80,560, is funded in two Capital Improvement Projects:

Capital Improvement Project 8664, FY 2021-22 Comprehensive Zone Map Analysis

Capital Improvement Project 92706, Neighborhood Plan Development and Implementation

### **Staff/Board Recommending**

Erik Rejino, Assistant City Manager

Kristen Sager, Director of Planning

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### **Attachments**

Resolution - Zoning Map Analysis

Contract - Zoning Map Analysis

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, Professional Services Agreement Contract No. 17872 for a zoning map analysis, by and between the City of Lubbock and SAFEbuilt, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
TRAY PAYNE, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 17872 – SAFEbuilt zoning map  
6.12.24



## **PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17872 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and SAFEbuilt Texas, LLC, (the "Consultant")- a limited liability company.

### **WITNESSETH**

**WHEREAS**, The City desires to contract with the Consultant to provide professional services for a Zoning Map Analysis, (the "Activities"); and

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

**WHEREAS**, the City desires to contract with the Consultant to provide professional services related to the Activities, and Consultant 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 Consultant 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 6 months. If the Consultant determines that additional time is required to complete the Services, the Director of Planning, may, but is not obligated to, in 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 Consultant shall conduct all activities, and within such timeframes, as set forth on Exhibit "A", attached hereto (the "Services").

B. The Consultant shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$80,560, as set forth in Exhibit "B".

## **ARTICLE III. TERMINATION**

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

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

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

## **ARTICLE VI. SCOPE OF WORK**

The Consultant 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 Consultant and the City agree that the Consultant 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 Consultant 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 Consultant and the Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Consultant 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 Consultant 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



Consultant shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Consultant 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 Consultant maintains said coverage. The Consultant 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 Consultant fails to maintain the required insurance in full force and effect, the Consultant 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 Consultant'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 Consultant may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Consultant, as set forth on Exhibit "A", attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Consultant is at all times responsible to the City to perform the Services as provided in this Agreement and the Consultant 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 Consultant shall be required by the Consultant to carry, for the protection and benefit of the City and the Consultant and naming said third parties as additional insureds, insurance as described above required to be carried by the Consultant in this Agreement.

The Consultant 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 Consultant 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 CONSULTANT 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 BROUGHT BY A THIRD PARTY, 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 CONSULTANT, 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 Consultant 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 Consultant to the City or the City to the Consultant 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) electronic delivery with confirmation of receipt by the receiving party; 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. Consultant's Address. The Consultant's address and numbers for the purposes of notice are:

SAFEbuilt, LLC  
Matt K. Causley  
Chief Operations Officer  
444 N. Cleveland Suite 444  
Loveland, CO 80537  
Telephone: 970.292.2200

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

Kristen Sager  
City of Lubbock  
P.O. Box 2000  
1314 Avenue K  
Lubbock, Texas 79457



Telephone: 806-775-2109  
Email: [ksgaer@mylubbock.us](mailto:ksgaer@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 Consultant non-confidential studies, reports and other available data in the possession of the City pertinent to the Consultant's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Consultant's Services under this Agreement (the "Provided Data"). The Consultant 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 Consultant 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 Consultant's books and records with respect to this Agreement between the Consultant and the City.

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

D. Assignability. The Consultant 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 Consultant, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Consultant, 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 Consultant and the City.

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

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

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

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 Consultant 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 services with Iran, Sudan or a foreign terrorist organization. By executing this Agreement, Consultant represents and warrants to the City that Consultant does not and has not been identified as a company known to have contracts with or provide supplies or services 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 Agreement.

Q. Texas Government Code 2274. By entering into this Agreement, Consultant 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 Agreement. If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant 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 Agreement against a firearm entity or firearm trade association.

R. Consultant represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant 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 Agreement and the Consultant agrees that the Agreement can be terminated if the Consultant 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, Consultant agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the Agreement; (2) promptly provide to the governmental body any contracting information related to the Agreement that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the Agreement, either: (A) provide at no cost to the governmental body all contracting information related to the Agreement that is in the custody or possession of the entity; or (B) preserve the Agreement information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

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

**EXECUTED** as of the Effective Date hereof.

**CITY OF LUBBOCK**

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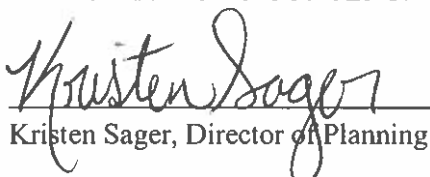
MARK MCBRAYER, MAYOR

ATTEST:

---

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
Kristen Sager, Director of Planning

APPROVED AS TO FORM:



  
Kelli Leisurf, Senior Assistant City Attorney

Firm

SAFEbuilt, LLC

By:   
Matt K. Causley

Email: mtc@mtcinspectors.com



# Exhibit "A"



## PROJECT APPROACH

First and foremost, SAFEbuilt's approach to providing professional planning services is based on understanding the needs of citizens, city staff, and stakeholders. The team we've assembled for this project brings decades of multidisciplinary experience, having worked with municipal and local governments, quasi-governmental entities, private sector clients, developers, and community and neighborhood-based organizations. This expertise includes serving in such capacities as planning department directors, zoning administrators, and managers within local government. Additionally, our team has drafted and implemented Comprehensive Plans, Unified Development Codes, Zoning and Land Use Regulations in Texas and nationally.

Having worked extensively in the public sector, we understand how crucial it is to come up with practical solutions that are in line with local rules and budgetary realities. We also recognize that successful implementation of any project depends not only on what is desirable, but also on what is politically achievable. Our team will work closely with City staff, city residents, and stakeholders to obtain input and feedback on our findings to achieve consensus for a course of action.

We will review the recent updates to the City's Unified Development Code and the 2040 Comprehensive Plan (adopted in 2018) to find where there are inconsistencies between the Future Land Use Map and Zoning Map. We will include recommendations for areas that will see potential growth and new development occur, while maintaining or preserving areas that are already stable or thriving. The update will be consistent with the latest requirements of State Law, and a final product that will support positive and sustainable growth for the City in the future.

## 1. PROJECT INITIATION AND PROJECT ADMINISTRATION

### • TIMELINE – MONTHS 1-6

Key members from the SAFEbuilt team will meet with City staff to kick off the project, gather data and information, finalize protocols and communications, discuss the stakeholder process and outline overall expectations and desired project outcomes. This will include refining the scope of work (if needed), discussing a detailed project schedule, and reviewing the management structure that will ensure the program is completed on time and on budget.

Additionally, we will coordinate and regularly consult with City Staff throughout the length of the project to review progress and ensure that necessary inputs and documentation are received and incorporated into the work product in a timely manner. This task includes on-going monitoring of the schedule and budget. Project Coordination Meetings will include a combination of in-person and virtual consultation.

### • DELIVERABLES:

- Kickoff meeting agenda (PDF file)
- Kickoff meeting summary (PDF file)
- Updated project schedule (Excel/PDF files)

## 2. EXISTING CONDITIONS AND FUTURE LAND USE/ZONING ANALYSIS

### • TIMELINE - MONTHS 1-3

City staff will provide the most current existing land use data in the City, current and planned infrastructure, economic data, and other pertinent information for SAFEbuilt to analyze the information. We will review parcels within the City limits and conduct a survey using the latest aerial photography and do field visits to confirm uses as they exist today.

We will then compare and analyze current and future land uses (from the Future Land Use Map adopted with Plan Lubbock 2040) to find where discrepancies may be occurring with existing zoning. We will also review and analyze areas facing development pressure and where changes to the Future Land Use Map would be recommended. We will also review where the CIP has proposed infrastructure improvements that would increase development opportunities and intensities.



### **3. DRAFT LAND USE AND ZONING ANALYSIS FINDINGS REPORT**

- **TIMELINE - MONTHS 3-5**

Based on the evaluation in Task 2, the project team will summarize the land use and zoning analysis into a finding report that outlines potential changes to the Future Land Use Map and Comprehensive Zoning Map. We will communicate technical and policy issues in a straightforward manner that is easily understood by City staff, community members, and decision-makers. SAFEbuilt will present findings and recommendations for City staff review and input. Based on our discussion with the City, this will likely include changes to industrial zoned properties and transitional residential in key areas of the City.

After feedback is provided by City staff, we will create a prioritized action plan for implementing the actions the City would like to move forward and to assist in the decision making process of future rezonings. This will be included in the draft report and presented to City staff before preparing a final draft for Planning and Zoning Commission review.

- **DELIVERABLES:**

- **Draft Comprehensive Zoning and Land Use Analysis Report (Word and PDF files)**

### **4. FINAL LAND USE AND ZONING ANALYSIS REPORT AND ADOPTION HEARINGS**

- **MONTH 6**

The final draft of the Land Use and Zoning Analysis Report will be presented to the Planning and Zoning Commission in a work session for review and recommendations before going to City Council for adoption. Once adopted, the final documents will be provided to the City for placement on the City's website.

- **DELIVERABLES:**

- **Study Session Agenda and Meeting Notes (Word and PDF documents)**
- **Final Comprehensive Zoning and Land Use Analysis Report (Word and PDF documents)**
- **Presentation Materials for Adoption Hearings**



**SAFEbuilt<sup>®</sup>**

\* Reimbursable expenses include mileage, printing, or other associated costs with the project.



**City of Lubbock  
Capital Project  
Project Cost Detail  
September 24, 2024**

|                         |  |      |
|-------------------------|--|------|
| Capital Project Number: |  | 8664 |
| Capital Project Name:   | FY 2021-22 Comprehensive Zone Map Analysis |      |

|                         |  |       |
|-------------------------|--|-------|
| Capital Project Number: |  | 92706 |
| Capital Project Name:   | Neighborhood Plan Development and Implementation |       |

|                            | <b>Budget</b> |        |           |
|----------------------------|---------------|--------|-----------|
| <i>Encumbered/Expended</i> | 8664          | 92706  | Total     |
| Advantage Courts Co.       |               | 25,300 | \$ 25,300 |
| Professional Services      |               | 13,149 | 13,149    |
| Mission Exteriors, LLC     |               | 10,000 | 10,000    |
| Social PinPoint            |               | 6,867  | 6,867     |
| Print Shop Charge          |               | 66     | 66        |

|   |               |              |               |
|---|---------------|--------------|---------------|
| <i>Agenda Item September 24, 2024</i>     |               |              |               |
| <b>SAFEbuilt - Contract 17872</b>         | <b>75,000</b> | <b>5,560</b> | <b>80,560</b> |
| <b><i>Encumbered/Expended To Date</i></b> | 75,000        | 60,942       | 135,942       |

|   |   |         |         |
|---|---|---------|---------|
| <i>Estimated Cost for Remaining Appropriation</i> |   |         |         |
| Construction                                      |   | 439,058 | 439,058 |
| <b><i>Remaining Appropriation</i></b>             | - | 439,058 | 439,058 |

|                            |           |         |            |
|----------------------------|-----------|---------|------------|
| <b>Total Appropriation</b> | \$ 75,000 | 500,000 | \$ 575,000 |
|----------------------------|-----------|---------|------------|





# CIP 8664 FY 2021-22 Comprehensive Zoning Map Analysis

Master Plans/Studies

Project Manager: Kristen Sager - Planning

## Project Scope

The purpose of the Comprehensive Zoning Map and Land Use Analysis is to compare existing land uses, current zoning designations, and the Future Land Use Map to help guide future land use decisions. Step One: Data collection and analysis. Obtain land use codes for all parcels within the city limits and conduct surveys using existing aerial photography and field survey methodology. Compare current land uses with existing zoning and Future Land Use Map. Step Two: Create a report showing discrepancies between current land uses, existing zoning, and the Future Land Use Map. Step Three: Seek guidance from the Planning and Zoning Commission and City Council on actions to take with report findings. Develop a prioritized action plan to be included in the report. Step Four: Discuss, present to, and obtain adoption from the Planning and Zoning Commission and City Council. Prepare and publish the Comprehensive Zoning Map and Land Use Analysis Report for placement on the City's website. Use the report to assist in rezoning analysis and decisions.

## Project Justification

In December 2018, the City Council adopted an updated Comprehensive Plan, known as Plan Lubbock 2040. Included in Plan Lubbock 2040 is the Future Land Use Map and Future Land Use Plan, which utilized existing conditions, fiscal impact modeling, and community visioning to provide guidance on Lubbock's future land development. Since then, it has been determined that the current zoning of certain properties, when compared to existing development, are inconsistent with the Future Land Use Map and Future Land Use Plan. Allowing these to continue in their current manner could allow for development patterns that would be inconsistent with the Future Land Use Map and goals of the Future Land Use Plan and the Comprehensive Plan for the City of Lubbock. This project supports and furthers the City Council goals of: Community Improvement, Growth and Development, and Economic Development and Redevelopment.

## Project Highlights

### Council Priorities Addressed:

Community Improvement  
Growth and Development  
Economic Development and Redevelopment

## Project History

The Comprehensive Plan update was undertaken in 2016-2018. This item is a byproduct of the adopted Future Land Use Map and Future Land Use Plan.

- FY 2021-22 \$75,000 was appropriated by Ord. 2021-00126

## Project Dates

Project Start Date: May 14, 2024  
Project Completion Date: November 30, 2024

## Project Location

City-wide



## Project Appropriations

|        | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Design | \$75,000              | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |
| TOTAL  | \$75,000              | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |

## Project Funding

|                   | Funding to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|-------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| General Fund Cash | \$75,000        | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |
| TOTAL             | \$75,000        | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |

## Operating Budget Impacts

| Description           | 2022-23 | 2023-24 | 2024-25 | 2025-26 | 2026-27 | 2027-28 | Total |
|-----------------------|---------|---------|---------|---------|---------|---------|-------|
| No Impact Anticipated | \$0     | \$0     | \$0     | \$0     | \$0     | \$0     | \$0   |
| TOTAL                 | \$0     | \$0     | \$0     | \$0     | \$0     | \$0     | \$0   |





# CIP 92706 Neighborhood Plan Development and Implementation

## Administrative

**Project Manager: Kristen Sager - Planning**

## Project Scope

This funding is to support the first year development of the new Neighborhood Planning Program as identified and recommended in PlanLubbock2040. The Neighborhood Planning Program will include robust public visioning, stakeholder input, and partnership building; demographic analysis; land use and zoning analysis, including coordination with city-wide housing study; area market study and economic development recommendations to support existing businesses, attract new businesses, and adapt to changing retail trends; review of funding and incentive strategies for desired development; identification of catalyst project development opportunities; transportation and circulation analysis, including safety, congestion, access, and smart mobility tools; corridor aesthetics enhancement recommendations; creation of a detailed implementation strategy to guide recommended actions; and recommended changes to the Future Land Use Map. Potential uses of this funding include: research and analysis funding, professional services, plan development expenses, brownfield location and database development, environmental site location and database development, development incentives, capital expense for approved identified needs resulting from completed plan(s). Intended to serve as a multi-year CIP to support Neighborhood Planning Process. See PlanLubbock 2040 (pages 178-183).

## Project Justification

PlanLubbock2040, adopted in December of 2018, identifies neighborhood planning in its implementation plan as a priority that should begin within one to two years of the adoption of the comprehensive plan. The first neighborhood plans undertaken should focus on East and North Lubbock neighborhoods. This also supports and furthers the City Council goals of: Communication, Community Improvement, Growth & Development, and Economic Development & Redevelopment. The guidelines created by the first neighborhood plan will continue to be influential as staff continues their ongoing neighborhood and small area planning efforts.

## Project Highlights

### Council Priorities Addressed:

Community Improvement  
Growth & Development  
Economic Development & Redevelopment

## Project History

- FY 2020-21 \$250,000 was appropriated by Ord. 2020-00123
- FY 2022-23 \$250,000 was appropriated by Ord. 2022-00136

## Project Dates

Project Start Date: October 1, 2022  
Project Completion Date: Ongoing

## Project Location

City-wide

## Project Appropriations

|              | Appropriation to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|--------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Construction | \$500,000             | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |
| TOTAL        | \$500,000             | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |



## Project Funding

|                   | Funding to Date | 2024 - 25 Budget | 2025 - 26 Budget | 2026 - 27 Budget | 2027 - 28 Budget | 2028 - 29 Budget | 2029 - 30 Budget |
|-------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| General Fund Cash | \$500,000       | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |
| TOTAL             | \$500,000       | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              |

## Operating Budget Impacts

| Description           | 2022-23 | 2023-24 | 2024-25 | 2025-26 | 2026-27 | 2027-28 | Total |
|-----------------------|---------|---------|---------|---------|---------|---------|-------|
| No Impact Anticipated | \$0     | \$0     | \$0     | \$0     | \$0     | \$0     | \$0   |
| TOTAL                 | \$0     | \$0     | \$0     | \$0     | \$0     | \$0     | \$0   |



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## Information

### Agenda Item

**Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute an Interlocal Contract with the City of Shallowater for the continued purchase of wholesale water from the City's potable water system.

### Item Summary

In October 1994, the City of Lubbock entered into a 15-year water supply contract with the City of Shallowater. Shallowater's request for water was based on their need to blend their well water with Lubbock's water supply, in order to meet federal and state water quality standards.

In July 2009, Lubbock continued providing water to Shallowater by entering into a 5-year wholesale water supply contract, which included a provision for Shallowater to provide annual updates regarding their efforts to decrease reliance on Lubbock as a supplemental water provider.

In January 2014, the City of Lubbock entered into another 5-year contract to continue supplying water to Shallowater. During this contract period, Shallowater began design and construction of additional well field and treatment facilities that would reduce their reliance on Lubbock's water supply, limiting their need for Lubbock's water supply to emergencies only.

In September 2019, the City of Lubbock entered into another 5-year contract to continue supplying water to Shallowater. This contract updated the terms and conditions of the existing contract, limiting the amount of water that could be purchased to 85 million gallons per year. In addition, the City of Shallowater began to be required to enact water conservation and/or drought restrictions that are at least as stringent as the City of Lubbock's restrictions. The City of Shallowater was also given the ability to move the current Point of Delivery to another location along the Bailey County Well Field transmission pipeline, as soon as their new water project is completed.

This new contract proposes to renew the contract with an additional 3 years of wholesale water supply service, with two additional 1-year option periods. Certain new limiting provisions will apply. Under this new contract, the City of Shallowater will be allowed to take a maximum of 60 million gallons of wholesale water per year (down from 85 million) and only 1.0 million gallons per 24-hour day (down from 1.5 million gallons per 24-hour period in the previous 5-year contract).

The City of Shallowater anticipates undergoing substantial infrastructure upgrades in the next 5 years. Shallowater has requested from the City of Lubbock, approval of a temporary allowance for additional maximum wholesale water delivery during the period of construction, up to 85 million gallons per year, which is the allotment in the current contract. Shallowater is still permitted to change the point of delivery, should constructed facilities require it.

Wholesale customers are required by ordinance to pay wholesale water rates adopted by the City Council in Section 22.03.085(6) of the City's Code of Ordinances.



This contract includes a provision that the City of Shallowater will continue to pay the standard wholesale water rates. Wholesale customers pay a 1.5x multiplier more than commercial customers within the city limits, since Lubbock citizens have paid for expensive water supply projects necessary to continue meeting Lubbock's water demand.

The City used a total of 12.8 billion gallons of water in Fiscal Year 2022-23. The amount of water Lubbock supplies to Shallowater on an annual basis represents less than 0.7% of Lubbock's total usage.

The Lubbock Water Advisory Commission met on September 16, 2024, and is recommending the contract as referenced above.

### **Fiscal Impact**

This contract will generate approximately as much as \$580,000 annually in metered water revenue for the next 5 years.

### **Staff/Board Recommending**

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

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### **Attachments**

Resolution  
Contract



RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Wholesale Water Sales Contract by and between the City of Lubbock and the City of Shallowater for the provision of wholesale water, 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 Council.

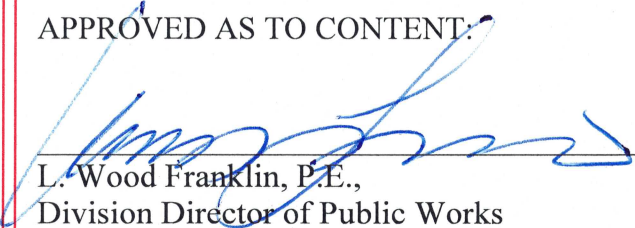
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
L. Wood Franklin, P.E.,  
Division Director of Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney

Res. Interlocal Contract-City of Shallowater



## **INTERLOCAL WHOLESALE WATER SALES CONTRACT**

STATE OF TEXAS           §

COUNTY OF LUBBOCK   §

This Contract is made by and between the CITY OF LUBBOCK, a home rule municipal corporation located in Lubbock County, acting by and through its Mayor as authorized by specific action of its City Council; and the CITY OF SHALLOWATER (herein called "Consumer/User"), a Texas Municipality, acting by and through its Mayor and City Council.

WITNESSETH

WHEREAS, the Consumer/User is an independent and locally governed municipality located 8 miles northwest of the City of Lubbock;

WHEREAS, there is considerable commercial, retail, construction, and education activity between both these communities due the close proximity;

WHEREAS, due to the depletion of groundwater reserves and water quality in the immediate area of the Consumer/User there is a continuing need for the City of Lubbock to supply certain volumes of water;

WHEREAS, Section 22.03.091 of the Code of Ordinances of the City of Lubbock permits the sale of wholesale water outside of its municipal boundaries to federal, state, or local governments pursuant to appropriate intergovernmental contracts;

WHEREAS, the City of Lubbock is amenable to providing said wholesale water, subject to the conditions precedent and upon the terms and conditions of this Contract, to the Consumer/User; and

WHEREAS, the Government Code authorizes certain intergovernmental cooperation contracts.

NOW THEREFORE, for and in consideration of the mutual contracts, covenants, obligations, and benefits herein expressed, the City of Lubbock and Consumer/User contract and agree as follows:



## **ARTICLE I PROVISIONS OF WATER**

### **1.1 TERMS, PROVISIONS, AND CONSIDERATIONS**

The CITY OF LUBBOCK agrees to sell and convey wholesale water to the Consumer/User outside the City of Lubbock, subject to the conditions precedent and under and pursuant to the terms, provisions, and conditions of this Contract.

## **ARTICLE II CONDITIONS OF SALE OF WHOLESALE WATER**

### **2.1 QUALITY AND TREATMENT**

The City of Lubbock shall supply potable water of similar quality that the City of Lubbock distributes to the residents of Lubbock, Texas from the Bailey County Well Field treated by disinfectants and other such treatment as may in the future be directed by appropriate regulatory agencies and meeting the applicable primary drinking water standards of the Texas Commission on Environmental Quality and other local, State, and Federal government agencies at the Points of Delivery, as hereinafter defined, during the term of this Contract or any renewal or extension thereof. The City of Lubbock may at its sole discretion, furnish this supply out of surface water, groundwater, potable reclaimed water, or any combination of same.

THE CITY OF LUBBOCK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION, AS TO THE DESCRIPTION, VALUE, QUALITY, PHYSICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF THE WATER SUBJECT TO THIS CONTRACT EXCEPT AS EXPRESSLY SET FORTH ABOVE.

### **2.2 QUANTITY**

The City of Lubbock shall supply and deliver a total maximum amount, including amounts from both Delivery Points, (the "Maximum Annual Amount") of **60 million gallons** of wholesale water per any three hundred sixty-five (365) day period of time beginning October 1 of each year, based upon the historical usage of the Consumer/User. The peak maximum usage per twenty-four (24) hour period of time shall be **1.0 million gallons**. Maximum hourly flow for any one (1) hour period shall not exceed **1,041 gallons per minute**. In the event Consumer/User shall use more than the allotted maximum amount of wholesale water in the above-described three hundred sixty-five (365) day period as set forth above, Consumer/User shall pay an amount equal to two (2x) times the water rate set forth in Paragraph 3.2 for that amount of water that exceeds the allotted maximum quantity.

At such time, Consumer/User has secured funding from the Texas Water Development Board and has hired or employed a contractor or company to construct a new water treatment facility the Maximum Annual Amount may increase to 85 million gallons during the period of time such water treatment facility is being constructed. Upon completion of the construction of such water treatment



facility, the Maximum Annual Amount shall revert to 60 million gallons. If the construction includes a period of time less than three hundred sixty-five (365) days, than the Maximum Annual Amount shall be adjusted on a prorated basis to provide for an increase in the Maximum Annual Amount during the construction period.

Based on these calculations, the City of Lubbock shall supply a set quantity to the Consumer/User at the Points of Delivery as shown in Exhibit A. All water quantities delivered shall be measured at the Points of Delivery. All water quantities delivered shall be measured by a metering device as specified by the City of Lubbock at the sole cost to the Consumer/User located in an area reasonably accessible by the City of Lubbock at all times. If the metering device is to include remote monitoring equipment, the Consumer/User shall bear the sole cost of this additional equipment. Installation of this metering device shall be the responsibility of the City of Lubbock with all cost and expense of such installation reimbursed by the Consumer/User.

Such metering device may include and manage: (1) control of rate of flow; (2) measure the instantaneous flow of gallons per day; (3) measure peak hourly flow during the day of maximum flow in gallons per twenty-four hour period; (4) measure the cumulative volume of water taken; and (5) control changes in the rate of flow. At the City of Lubbock's discretion, the metering device may be remotely monitored and documented as to usage of Consumer/User. Deliveries shall be contingent upon facilities necessary or convenient for the City of Lubbock to deliver water to the Consumer/User from existing water conveyance system to the Points of Delivery.

### **2.3 POINTS OF DELIVERY AND TITLE**

Water provided to Consumer/User shall be delivered to the Points of Delivery that is currently being utilized by Consumer/User, as described in Exhibit "A" until such time a new Points of Delivery is constructed according to a mutually acceptable schedule, as also depicted in Exhibit "A". Upon completion of the newly constructed Points of Delivery, the new Points of Delivery shall become the "Points of Delivery" for all purposes according to the agreement. Title to water passing through the flow meter shall become the property of the Consumer/User at the outlet side of the meter or designated Points of Delivery. Consumer/User shall be responsible for the water, for all purposes and intents, from and after title passage to the Consumer/User.

The costs of the water system infrastructure necessary or required by the Consumer/User to deliver water from the City of Lubbock's "current" and "new" delivery points into the Consumer/User's water system as described by this Contract, including without limitation, the costs of all valves, stub outs, meter fees, taps, backflow devices, and any and all other improvements or devices required by the City of Lubbock or desired by the Consumer/User shall be paid for by the Consumer/User.

CONSUMER/USER SHALL AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, SAVE, AND HOLD THE CITY OF LUBBOCK HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, AND CAUSES OF ACTION, WHICH MAY BE ASSERTED BY ANYONE RELATED TO THE TRANSPORTATION AND DELIVERY OF SAID WATER WHILE TITLE REMAINS IN THE CONSUMER/USER.



## **2.4 METERING DEVICE, CALIBRATION, AND READING**

The City of Lubbock shall provide the maintenance of the necessary Points of Delivery metering device for properly measuring the quantity of water delivered to the Consumer/User. Calibration of such metering device shall be done on a reasonable time schedule, but not less frequently than once every twelve (12) months, or more frequently than once every three (3) months. A meter registering not more than three percent (3%) accuracy above or below the test result shall be deemed to be accurate or non-material.

The previous reading of any meter disclosed by test to be inaccurate beyond the acceptable range of plus or minus three percent (3%) shall be corrected in accordance with the percentage of inaccuracy found by such tests for a period extending back one-half (1/2) of the time elapsed since the last calibration date but, in no event, further back than a period of six (6) months. If the meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from reading thereof, the water delivered during the period such meter is out-of-service or out-of-repair shall be estimated upon the basis the best available data and information. The meter register shall be read by the City of Lubbock at least once a month. All metering equipment, valves, and other appurtenances associated with the metering device and installation shall be and remain the property of the City of Lubbock.

## **2.5 BILLING PROCEDURE**

A monthly statement of the aggregate amount of water determined to be delivered to the Consumer/User through the meter at the Points of Delivery during the preceding month shall be mailed to:

**City Administrator  
City of Shallowater  
P.O. Box 246  
Shallowater, Texas 79363**

All statements for water delivered shall be due and payable from current revenues available to Consumer/User on or before thirty (30) days after issuance of said statement. A late payment charge of ten percent (10%) per annum shall be charged for failure to pay the current due amount within thirty (30) days after issuance of the statement. If payment is not received by the City of Lubbock within thirty-five (35) days after the date of issuance of the statement, the statement shall be deemed delinquent. The City of Lubbock shall notify the Consumer/User in writing when any such payment shall become delinquent, and if such delinquency is not removed within forty-two (42) days after the date of issuance of the statement, the City of Lubbock may, at its discretion, cease deliveries of water to the Consumer/User under the terms specified in this Contract.

After water has ceased to be supplied, the City of Lubbock may, at its sole discretion, notify the Consumer/User of its intention to declare the wholesale water supply contract forfeited and null and void. Upon such notice, the Consumer/User shall have thirty (30) days to pay all delinquent charges,



late fees, and reconnect charges, in order to reinstate wholesale water services prior to final action by the City of Lubbock declaring the Contract forfeited and null and void. Upon a declaration by the City of Lubbock that the Contract is forfeited and null and void, all connections providing the capability to deliver water shall be removed by the City of Lubbock.

## **2.6 AREA OF SERVICE**

Use of water purchased under this Contract shall be solely used within the municipal boundaries of the City of Shallowater, the Consumer/User boundaries. No other customer, geographic area or premises, of any kind or nature, shall be served by the Consumer/User, directly or indirectly, with water purchased subject to the right of the Consumer/User to resell water within its defined service area.

## **2.7 TERM OF CONTRACT**

The term of this Contract shall be a period of three (3) years commencing on October 1, 2024, and ending on September 30, 2027.

The term of this Contract shall automatically renew for two (2) additional one (1) year option periods unless either party gives the other written notice of a termination at least ninety (90) days prior to the renewal date. In the event of continued and mutual interest of the terms of this Contract, a new contract shall be negotiated, developed, approved, and executed for a period anytime after September 30, 2027. However, in the event that a new contract is not or cannot be agreed upon, there shall be no further discharge or responsibilities of the City of Lubbock and the Consumer/User.

# **ARTICLE III CONDITIONS OF RECEIVING SERVICE**

## **3.1 CONSUMER/USER FACILITIES**

Consumer/User agrees and understands that it will install and maintain, at its sole expense, all facilities necessary for receiving, operating and distributing water into its water system from and after the Points of Delivery and that the City of Lubbock shall be under no obligation whatsoever to bear any of said expenses aforementioned. Consumer/User shall not alter, modify, or change the metering device under any circumstances.

## **3.2 RATES AND PAYMENT**

Consumer/User shall pay to the City of Lubbock, in a timely manner, those charges for water provided to Consumer/User pursuant to the terms of this Contract.

The base monthly rate for the meter installed at the Points of Delivery shall be equal to the rate established by the City Council of the City of Lubbock (City of Lubbock ) for meter of equal size as set forth in Section 22.03.084 of Code of Ordinances of the City of Lubbock, as may be amended



from time to time. The volume rate charged for water provided shall be equal to the rate established by the City Council of the City of Lubbock charged to wholesale customers as set forth in Section 22.03.091(h) of the Code of Ordinances of the City of Lubbock, as may be amended from time to time, including the current volume rate multiplier or any other specific volume rate multiplier as may be approved by the City Council of the City of Lubbock for wholesale customers, including the City of Shallowater.

All expenses on the Consumer/User side of the Points of Delivery shall be the sole expense of Consumer/User.

The rates contained in this Contract are negotiated rates that are considered by each party to be fair, just, and reasonable. The Consumer/User will waive any right it may have to appeal any decision affecting the amount paid for water pursuant to this Contract to the Texas Commission of Environmental Quality (TCEQ) or any other state agency that has, or may later obtain, jurisdiction over the rates charged by the City of Lubbock.

In the event any user fee is imposed on the delivery, taking, sale, use, or consumption of the water received by the Consumer/User from the City of Lubbock, the amount of the user fee allocable to the Consumer/User shall be borne by the Consumer/User. When and if the City of Lubbock shall be required to pay, collect or remit any user fee on water received by the Consumer/User, then the user fee that is not included in the rates under this Contract will be added to the charges otherwise payable and shall solely be the responsibility of the Consumer/User.

### **3.3 SANITARY CONTROL**

A Reduced Pressure Zone (RPZ) prevention device or air gap shall be maintained at all times by the Consumer/User at the Points of Delivery (i.e., between the two (2) systems). Where applicable, all costs associated with the installation and maintenance of this backflow prevention device shall be the sole responsibility of the Consumer/User. The plans for the installation of such RPZ prevention device or air gap shall be approved in writing by the City of Lubbock and any and all regulatory agencies with appropriate jurisdiction, including the TCEQ. At no time shall a by-pass be installed on or around the backflow prevention device.

Consumer/User may allow service by direct pressure, if available, from the City of Lubbock's line to each point of delivery. However, the City of Lubbock is under no obligation to provide water at any pressure above and over pressures necessary to deliver the quantities of water described in Section 2.2, above.

The Consumer/User shall permit personnel of the City of Lubbock's staff to enter upon the property of the Consumer/User for the purpose of inspecting any and all facilities of both parties relating to and regarding necessary sanitary control. Should the City of Lubbock have reasonable grounds to believe that any condition exists which might result in contamination of the City of Lubbock's water supply or jeopardize any of their certifications with the TCEQ and/or any other federal, state, or local regulatory permits or certifications, then the City of Lubbock shall notify the Consumer/User. The Consumer/User shall immediately correct such condition.



In the event the Consumer/User fails to correct such condition then the City of Lubbock may, at its sole discretion, either correct the condition, at the Consumer/User's expense, and include the cost of materials and labor in subsequent billing statements or cease delivering water until such condition is corrected to the satisfaction of the City of Lubbock.

In the event the City of Lubbock determines that contamination of its water supply actually exists, the City of Lubbock shall have the absolute right to discontinue service to the Consumer/User until such time as said contamination has been eliminated by the Consumer/User. Nothing herein shall be construed to impose upon the City of Lubbock the duty and obligation to make any inspection or to regulate the quality of water beyond the Points of Delivery to the Consumer/User, and the Consumer/User shall be solely responsible for the operation, maintenance, regulation, employment and prudent management of all facilities beyond the Points of Delivery and the use and delivery of water herein to the citizens of the Consumer/User.

The Consumer/User water system operators should be aware that any water received from the City of Lubbock will contain chloramines disinfectant. As such, the Consumer/User should adjust their disinfection system operations and monitoring for chloramines accordingly. Since 1983, the City of Lubbock has utilized chloramines as its water system disinfectant. This practice is common for larger cities in Texas and the United States. The use of chlorines reduces the levels of disinfection byproducts (DBPs) in the system, while providing protection from waterborne disease. If these chloramines are passed on to the water customers of the Consumer/User, the Consumer/User is solely responsible for providing the following notice:

*Chloramines can cause problems to persons dependent on dialysis machines. A condition known as hemolytic anemia can occur if the disinfectant is not completely removed from the water that is used for the dialysate. Consequently, the pretreatment scheme used for dialysis units must include some means, such as a charcoal filter, for removing the chloramines. Medical facilities should also determine if additional precautions are required for other medical equipment.*

*Chloraminated water may be toxic to fish. Fish tank owners, must make sure that the chemicals or filters used are designed for use in water that has been treated with chloramines. The type of filter used for fish tanks may also need to be changed.*

### **3.4 INSURANCE REQUIREMENT FOR BACKFLOW PREVENTION DEVICE**

Consumer/User shall procure and maintain until all of their obligations pursuant to the Agreement have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with the backflow prevention device described in Section 3.3, above.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City of Lubbock in no way warrants that the minimum limits contained herein are sufficient to protect the Consumer/User from liabilities that



might arise under this Contract. Consumer/User is free to purchase additional insurance as may be determined necessary.

Consumer/User shall provide coverage with limits of liability not less than those stated below:

Commercial General Liability

Contract shall include bodily injury, property damage and broad form contractual liability coverage.

|   |             |
|---|-------------|
| General Aggregate                         | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Each Occurrence                           | \$1,000,000 |

The Contract shall be endorsed to include the City of Lubbock as an additional insured with respect to liability arising out of the backflow prevention device connection and delivery of water supply under the provisions of this Contract Consumer/User shall furnish the City of Lubbock with certificates of insurance as required by this Contract. The certificates for each insurance Contract are to be signed by a person authorized by that insurer to bind coverage on its behalf.

### **3.5 WATER CONSERVATION**

In the event the City of Lubbock must implement its Water Conservation and/or Drought Contingency Plan for its system, then the Consumer/User shall receive the same water allotment under such plan as any other customer of similar size and water needs served by the City of Lubbock.

The Consumer/User shall adopt, develop, implement, and maintain water conservation and drought contingency plans, programs, and rules incorporating loss-reduction measures and management practices, techniques, and technologies. These water conservation and drought contingency plans, programs, and rules shall be at least as promotional of conservation as the plans, programs, and rules as developed and adopted by the City of Lubbock, as determined by the City Council of the City of Lubbock. Such plans shall be designed to reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, and increase the recycling and reuse of water in a manner that at a minimum reflects the plans, programs, and rules as developed and adopted by the City of Lubbock. The Consumer/User will at all times practice due diligence and monitoring of water for beneficial use. The Consumer/User will establish and enforce its water conservation and drought contingency plan, program, and rules, and the Consumer/User will make annual reports on its enforcement efforts to the City of Lubbock.

The Consumer/User shall develop and implement a water conservation plan or water conservation measures using the applicable elements of Title 30, Chapter 288, of the Texas Administrative Code, and any successor regulations thereto. In case of a shortage of water resulting from drought, the water to be distributed shall be divided in a fair manner among all customers, as determined by the City Council of the City of Lubbock, in accordance with state laws and regulations.

The City of Lubbock's obligations under this Contract shall be subject to water conservation plans and drought contingency plans adopted by the Lubbock City Council or required or approved by the



TCEQ, or any other or additional federal, state, or local regulatory district or entity with power to require or approve water conservation and drought contingency plans.

### **3.5 INSPECTION AND AUDIT**

Complete records and accounts are to be maintained by each party heretofore a period required by law or five (5) years, whichever is greater. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours. Further, if required by law, rule or regulation, make said records and accounts available to federal and/or state auditors.

## **ARTICLE IV DEFAULTS AND REMEDIES**

### **4.1 NOTICE OF DEFAULT**

In the event of that either the City of Lubbock or the Consumer/User should breach, fail to comply with or violate any term or provision of a wholesale water supply contract under the terms of this Contract ("Default"), the other party shall promptly notify, with specificity as to the alleged Default, the other respective party of the Default. Except as otherwise provided by this Contract, upon receiving such notice, the defaulting party shall have thirty (30) days to cure the Default. Unless this Contract provides otherwise, in the event said Default is not cured within the time period described above, with respect to the Consumer/User as the defaulting party, then the City of Lubbock may pursue any and all remedies provided by law, equity, contract or otherwise, including without limitation, declaring this Contract terminated and null and void. Unless this Contract provides otherwise, in the event said Default is not cured within the time period described above, with respect to the City of Lubbock as the defaulting part, then Consumer/User may as its sole and exclusive remedy, either seek specific performance of the terms of this Contract or declare the Contract terminated and null and void.

## **ARTICLE V MUTUAL CONDITIONS**

### **5.1 FAILURE TO DELIVER**

The City of Lubbock does not warrant that the services and deliveries provided for under this Contract will be free from, and the City of Lubbock is excused from performing hereunder in the event and for the period of, an interruption or stoppage caused by maintenance, repair, substitution, renewal, replacement, or improvement of any of the equipment involved in furnishing of any such services or deliveries of water or caused by floods, drought, alterations, strikes, lockouts, blackouts, shortages of equipment or material, labor controversies, accidents, or acts of God, the elements, or any other event of "force majeure" or cause beyond the reasonable control of the City of Lubbock. In the event of a shortage of water, or if distribution of water by the City of Lubbock to the Consumer/User is deemed inappropriate by any regulatory agency or law, the supply of water to the Consumer/User under this Contract shall be reduced or ceased as deemed necessary by the City of



Lubbock to protect the interests of its citizens and/or comply with all rules and regulations of any regulatory agency having jurisdiction over the operation of the City of Lubbock's facilities.

## **5.2 NO ASSIGNMENT**

All promises, undertakings, Contracts, covenants and contracts herein contained by or on behalf of either the City of Lubbock or the Consumer/User shall bind the successors and permitted assigns of either party, whether so expressed or not; but neither the City of Lubbock nor the Consumer/User shall have the right to assign under this Contract, without the written consent of the other party.

## **5.3 ENTIRETY AND AMENDMENTS**

It is expressly stipulated that the City of Lubbock and the City of Lubbock's agents have made no representations, warranties, or promises with respect to the delivery of water and all other matters contained in this Contract, except as herein expressly set forth, and this Contract supersedes all prior Contracts and understandings, if any, relating to the subject matter hereof.

This Contract may only be amended by an instrument in writing executed by the duly authorized representative of the party against whom the amendment is sought to be enforced.

## **5.4 WAIVER**

No failure on the part of the City of Lubbock at any time to require the performance by the Consumer/User of any portion of this Contract shall in any way affect the City of Lubbock's right to enforce such provision or any other provision. Nor shall any waiver by the City of Lubbock of any provision hereof be taken or held to be a waiver of any other provision hereof or any other breach hereof. No rights under this Contract may be waived except by written amendment executed and authorized by the governing bodies of the parties. No officer or agent of the City of Lubbock or the Consumer/User is authorized to waive or modify any provision of this Contract.

## **5.5 REGULATORY AGENCIES**

This Contract is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders and regulations of any local, state, or federal governmental authority, having or asserting jurisdiction. However, nothing contained in this Contract shall be construed as a waiver by any party to the Contract of any right to question or contest any law, order, rule or regulation which may affect the terms and conditions of the Contract in any forum having jurisdiction, and the Consumer/User and the City of Lubbock each agree to make a good faith effort to support proposed laws and regulations which would be consistent with the performance of this Contract in accordance with its terms. The Consumer/User represents and warrants to the City of Lubbock that it has obtained and will maintain during the term of its wholesale water supply contract all necessary permits and consents to supply water to the Consumer/User.

## **5.6 HEADINGS**



All heading in this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms, provisions, and intent hereof.

## **5.7 LIABILITY AND HOLD HARMLESS**

CONSUMER/USER SHALL INDEMNIFY, TO THE FULLEST EXTENT PERMITTED BY LAW, AND HOLD HARMLESS AND RELEASE THE CITY OF LUBBOCK FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER, OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER OR OMISSION OF SUCH ACTIVITIES, INCLUDING WITHOUT LIMITATION, SUCH LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER, OR FORM, THE NEGLIGENCE OR FAULT OF THE CITY OF LUBBOCK, ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AGENTS AND/OR DESIGNEES.

## **5.8 REPORTING BY USER FOR ADDITIONAL SOURCE/SUPPLY CAPACITY**

Each October 1 of every year, the Consumer/User shall provide to the City of Lubbock a written and documented report of new water rights being negotiated and or purchased, new water wells drilled from previous annual report, formal water planning for future needs, and any other actions formally approved by the Mayor and City Council of the Consumer/User to balance water use, conservation, population growth, and total current water supply from all sources.

At the discretion of the City of Lubbock, the Consumer/User may be required to also verbally present such annual report to the City of Lubbock's representatives within ninety (90) days of the annual written report. The written report shall be sent to the authorized representative of the City of Lubbock in Article V Section 5.9 of this Contract no later than October 1 of each year.

## **5.9 NOTICE**

All notices, payments and communication required or allowed by this Contract, unless otherwise provided herein, shall be in writing and be given either (i) in person or by telephonic facsimile; or (ii) by depositing the notice in the United States mail, postpaid and certified, with return receipt requested, and addressed to the party to be notified. Notice, as herein provided, shall be conclusively deemed to have been provided (i) in the event of delivery in person or by telephonic facsimile, when it is actually received; or (ii) in the event of certified mail, as described above, three (3) days after the notice is deposited in the mail, certified mail, return receipt requested. For the purposes of the notice, the addresses and parties is set forth immediately below.

### **CITY OF SHALLOWATER**

ATTN: Mayor

P.O. Box 246

Shallowater, Texas 79363



Facsimile: (806) 696-4253

**THE CITY OF LUBBOCK**

ATTN: Director of Water Utilities

P.O. Box 2000

Lubbock, Texas 79457

Phone: (806) 775-2585

Facsimile: (806) 775-3027

Either party may change its address by giving written notice of the change to the other party at least fifteen (15) days before the change becomes effective.

**5.10 AUTHORITY**

Consumer/User represents and warrants to the City of Lubbock that it is a political subdivision of the State of Texas and is authorized to enter into a contract under the terms of this Contract and perform each and every term and provision of said Contract, and will continue to be duly authorized to so perform during the term hereof.

**5.11 PARTIAL INVALIDITY**

In the event one or more of the provisions contained in this Contract shall be invalid, illegal, or unenforceable in any respect under any law, rule or regulation, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**5.12 CURRENT REVENUES**

Each party paying for performance under this Contract shall make all payments from current revenues available to the paying party.

The parties understand and acknowledge that the funding of this Contract 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 either the City of Lubbock or the Consumer/User fail to approve a budget which includes sufficient funds for the continuance of this Contract, or should fail to certify funds for any reason, then and upon the occurrence of such event, this Contract shall terminate as to that party, and the party shall then have no further obligation to the other party. When the funds budgeted or certified during any fiscal year by a party to discharge its obligations under this Contract are expended, any other party's sole and exclusive remedy shall be to terminate this Contract.

**5.13 EFFECTIVE DATE**

This Contract shall be effective and binding between the parties hereto as of the date of execution by the City of Lubbock.



#### **5.14 VENUE AND APPLICABLE LAW**

THIS CONTRACT 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, THE CITY OF LUBBOCK, THE CONSUMER/USER, AND ANY OTHER REGULATORY BODY HAVING JURISDICTION. THIS CONTRACT 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 CONTRACT SHALL BE IN A COURT OF APPROPRIATE JURISDICTION IN LUBBOCK COUNTY, TEXAS EXCLUSIVELY.

#### **5.15 NON-ARBITRATION/RIGHTS AND REMEDIES RESERVED:**

The City of Lubbock 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 of Lubbock 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 Contract, the former shall control.

#### **5.16 PUBLIC INFORMATION**

This Contract is public information. To the extent, if any, that any provision of this Contract is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.

#### **5.17 NO THIRD-PARTY BENEFICIARIES**

This Contract is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, this Contract shall not be deemed to create any rights in or obligations to any third parties.

#### **5.18 NO PERSONAL LIABILITY**

Nothing in this Contract 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 Contract.

#### **5.19 NO JOINT ENTERPRISE**

This Contract is not intended to, and shall not be construed to create any joint enterprise between or among the parties.



**5.20 SOVEREIGN IMMUNITY ACKNOWLEDGED AND RETAINED**

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS CONTRACT 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.

*Signed this the \_\_\_\_ day of \_\_\_\_\_, 2024.*

CITY OF LUBBOCK  
BY:

\_\_\_\_\_  
Mark McBrayer, Mayor

ATTEST:

\_\_\_\_\_  
Courtney Paz,  
City Secretary


CITY OF SHALLOWATER  
BY:

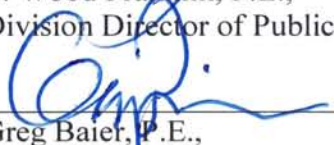
  
\_\_\_\_\_  
Royking Potter, Mayor

ATTEST:


  
\_\_\_\_\_  
Amanda Cummings, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
L. Wood Franklin, P.E.,  
Division Director of Public Works

  
\_\_\_\_\_  
Greg Baier, P.E.,  
Interim Director of Water Utilities

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims, Deputy City Attorney





# Shallowater Wholesale Water Contract Exhibit A





## Information

### Agenda Item

**Resolution - Facilities Management:** Consider two resolutions authorizing the Mayor to execute a Lease Agreement Extension with Wilkerson Investment Company for 401 and 405 34th Street, and 530 36th Street, currently being used by several City departments for operations.

### Item Summary

The City of Lubbock entered into a lease agreement with Wilkerson Investment Company to utilize the properties and structures located at 401 and 405 34th Street and at 530 36th Street. The departments that utilize these properties are Facilities Management, Engineering, Pavement Management, Radio Shop, and the Lubbock Police Department.

The original date of both leases was April 1, 2010, through March 31, 2020.

The original monthly amount of the 401 and 405 34th Street lease was \$6,848.00 per month, and the 530 36th Street lease amount was \$5,286.00 per month.

The current date of both 5-year-lease extensions is April 1, 2021, through March 31, 2025.

The current monthly amount of the 401 and 405 34th Street lease is \$7,532.92 per month, and the 530 36th Street lease amount is \$5,815.00 per month.

The new lease terms will have a 5-year term of April 1, 2025, through March 31, 2030.

The lease at 401 and 405 34th Street will be \$8,286.21 per month, and the lease at 530 36th Street will be \$6,400.00 per month.

Below is a summary of the Contract Term, Monthly, Annual Term Cost, and change in costs vs. prior contract terms.

| Contract Term                   | Address         | SQ FT Area | Monthly Rent | Annual Rent | Annual Change/<br>Prior Contract |
|---------------------------------|-----------------|------------|--------------|-------------|----------------------------------|
| 2025–2030<br>(New 5-Year)       | 530 36th St     | 15,306     | \$6,400.00   | \$76,800.00 | \$7,020.00                       |
|                                 | 401-405 34th St | 14,355     | \$8,286.21   | \$99,434.52 | \$9,039.48                       |
| 2020-2025 (Current<br>5-Year)   | 530 36th St     | 15,306     | \$5,815.00   | \$69,780.00 | \$6,348.00                       |
|                                 | 401-405 34th St | 14,355     | \$7,532.92   | \$90,395.04 | \$8,219.04                       |
| 2010-2020 (Previous<br>10-Year) | 530 36th St     | 15,306     | \$5,286.00   | \$63,432.00 |                                  |
|                                 | 401-405 34th St | 14,355     | \$6,848.00   | \$82,176.00 |                                  |



**Fiscal Impact**

The lease at 401 and 405 34th Street will be \$8,286.21 per month, with an annual cost of \$99,434.52.

The lease at 530 36th Street will be \$6,400.00 per month, with an annual cost of \$76,800.00.

The total annual cost of the lease at both locations will be \$176,234.52, and is funded in the operating budgets for the various department users.

**Staff/Board Recommending**

Erik Rejino Assistant City Manager

Mark Zavicar Director Facilities Management

---

**Attachments**

Resolution Lease Extension 34th St

Lease Extension Contract 34th St

Lease Agreement 401-405 34th St.

Resolution Lease Extension 36th St

Lease Extension 36th St

Lease Agreement 530 36th St.



**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an extension to that certain Lease Agreement dated February 25, 2020 (Resolution 2020-R0076) concerning properties located at 401 and 405 34<sup>th</sup> Street, by and between the City of Lubbock and Wilkerson Investment Co., and related documents. Said extension 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

ccdocs II/RES.Lease Agrmt Extension-Wilkerson Investment Co  
September 11, 2024



**CITY OF LUBBOCK  
CONTRACT EXTENSION NOTICE**

**SECTION 1 - NOTICE OF EXTENSION:**

|   |   |
|---|---|
| Initial Contract Term Date: 04/01/2020 – 03/31/2025 | New End Date: 03/31/2030  |
| Solicitation No./Doc ID:                            | Contract Title: Lease Agreement Properties<br>401 and 405 34 <sup>th</sup> Street |
| Contract No: 9227 02/25/2020                        | Extension Option: 04/01/2025 – 03/31/2030   |
| Amendment No. 1 Resolution No.<br>2020-R0076        | New Monthly Base<br>Rate: \$8,286.21  |

**SECTION 2 - VENDOR/CONTRACTOR INFORMATION  
TO BE VERIFIED BY DEPARTMENT:**

**DEPARTMENT INFORMATION:**

|  |                                   |
|--|-----------------------------------|
| Contractor/Vendor: Wilkerson Investment Co.  | Department: Facilities Management |
| Contact: Gordon Wilkerson  | Contact: Mark Zavicar             |
| Phone : 806-474-2207   | Phone: 806-775-2275               |
| Email : <a href="http://www.wilkersonproperties.com">www.wilkersonproperties.com</a> |                                   |

**SECTION 3 - EXTENSION:**

|  |
|--|
| <input checked="" type="checkbox"/> G. Other: Paragraph(s) _____ are changed to read (cite specific paragraphs and copy the applicable paragraphs verbatim, making any necessary changes):<br>In Commercial Lease Addendum for Extension Option, reinstate an additional five year option from April 1, 2025 through March 31, 2030 at a monthly base rent of \$8286.21. |
|--|

**SECTION 4 - CONTRACT TERM:**

|  |
|--|
| The terms and conditions of the original contract shall remain in place and are not altered by this extension. |
|--|

**SECTION 5 - INFORMATION VERIFIED BY DEPARTMENT AND APPROVED BY:**

| <u>ITEM</u> | <u>DESCRIPTION</u>    | <u>AMOUNT</u> |
|-------------|-----------------------|---------------|
|             | New Monthly Base Rent | \$8,286.21    |

**ACCEPTED BY:**

|  |                 |  |
|--|-----------------|--|
| <br>Facilities Management | 9-18/24<br>Date | <br>Landlord |
|  |                 | 9/18/2024<br>Date  |

N/A

INSURANCE VERIFIED

Date

  
Wilkerson Investment Co.

  
DIRECTOR OF PURCHASING & CONTRACT  
MANAGEMENT

Date

9.18.24

**DECLINED BY:**

CONTRACTOR

Date

DEPARTMENT HEAD

Date

City of Lubbock use only:

☐

Updated in Access

☐

Updated on Contract Term List



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MARK W. MCBRAYER, MAYOR

ATTEST:

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Courtney Paz, City Secretary



Resolution No. 2020-R0076

Item No. 7.21

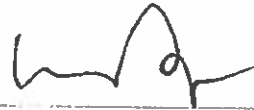
February 25, 2020

**RESOLUTION**

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

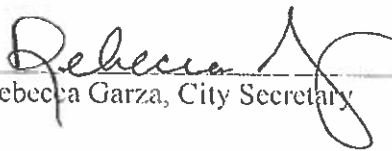
**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amended Lease Agreement by and between the City of Lubbock and Wilkerson Investment Company for properties located at 401 and 405 34th Street, Lubbock TX, and related documents. Said Lease Agreement 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 February 25, 2020.



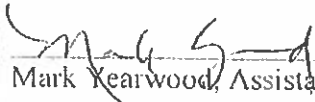
DANIEL M. POPE, MAYOR

ATTEST:



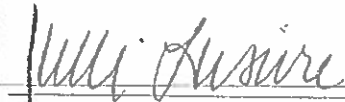
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

RES.AmendLease Agrmt-Wilkerson34thSt  
02.19.20





# COMMERCIAL LEASE AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2019

## AMENDMENT TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 401 and 405-34th, Lubbock, TX

Effective on \_\_\_\_\_, Landlord and Tenant amend the above-referenced lease as follows:

☐ A. Leased Premises: The suite or unit number identified in Paragraph 2A(1) is:

☐ (1) changed to \_\_\_\_\_.

☐ (2) contains approximately \_\_\_\_\_ square feet.

☐ B. Term:

☐ (1) The length of the term stated in Paragraph 3A is changed to \_\_\_\_\_ months and \_\_\_\_\_ days.

☐ (2) The Commencement Date stated in Paragraph 3A is changed to \_\_\_\_\_.

☒ (3) The Expiration Date stated in Paragraph 3A is changed to **March 31, 2025**.

☒ C. Rent: The amount of the base monthly rent specified in Paragraph 4A is changed to:

|    |                 |      |                      |    |                       |
|----|-----------------|------|----------------------|----|-----------------------|
| \$ | <u>7,532.92</u> | from | <u>April 1, 2020</u> | to | <u>March 31, 2025</u> |
| \$ | _____           | from | _____                | to | _____                 |
| \$ | _____           | from | _____                | to | _____                 |
| \$ | _____           | from | _____                | to | _____                 |
| \$ | _____           | from | _____                | to | _____                 |

☐ D. Security Deposit: The amount of the security deposit in Paragraph 5 is changed to \$ \_\_\_\_\_.

☐ E. Maintenance and Repairs: The following item(s) specified in the identified subparagraph of Paragraph 15C will be maintained by the party designated below:

| <u>Para. No.</u> | <u>Description</u> | <u>Responsible Party</u>     |   |
|------------------|--------------------|------------------------------|---|
| _____            | _____              | <input type="checkbox"/> N/A | <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant |
| _____            | _____              | <input type="checkbox"/> N/A | <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant |
| _____            | _____              | <input type="checkbox"/> N/A | <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant |
| _____            | _____              | <input type="checkbox"/> N/A | <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant |

☐ F. Parking:

☐ (1) Common Parking: The number of vehicles identified in Paragraph A(1) of the Commercial Lease Parking Addendum is changed \_\_\_\_\_ to vehicles.

☐ (2) Restricted Common Parking for Tenants: The number of vehicles identified in Paragraph A(2) of the Commercial Lease Parking Addendum is changed to \_\_\_\_\_ vehicles.

(TXR-2114) 1-26-10

Initialed for Identification by Landlord: EW, \_\_\_\_\_, and Tenant: \_\_\_\_\_, \_\_\_\_\_

Page 1 of 2



Amendment to Commercial Lease concerning 441 and 445-14th, Lubbock, TX

☐ (3) **Assigned Parking:** Tenant's assigned parking areas identified in Paragraph A(3) of the Commercial Lease Parking Addendum is changed to \_\_\_\_\_

☐ (4) **Parking Rental:** The amount of rent identified in Paragraph B of the Commercial Lease Parking Addendum is changed to \$ \_\_\_\_\_

☒ G. Other: Paragraph(s) \_\_\_\_\_ are changed to read (*cite specific paragraphs and copy the applicable paragraphs verbatim, making any necessary changes*):  
In Commercial Lease Addendum for Extension Option, reinstate an additional five year option from April 1, 2025 through March 31, 2030 at a monthly base rent of \$5286.21.

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

Signature Page to follow.

LANDLORD:

Tenant: Wilkerson Investment Co.

By: Gordon Wilkerson

Printed Name: Gordon Wilkerson

Title: Partner Date: 2-7-20

TENANT:

Landlord:

By:

By (signature): [Signature]

Printed Name: Daniel M. Pope

Title: Mayor

Date: 2/25/2020

ATTEST:

By (signature): [Signature]

Printed Name: Rebecca Garza

Title: City Secretary

Date: 2/25/2020

By:

Approved to Form

By (signature): [Signature]

Printed Name: Wesley Everett

Title: Director of

Facilities Management

Approved to Form:

By (signature): [Signature]

Printed Name: Kellie Leisure

Title: Assistant City

Attorney



RESOLUTION

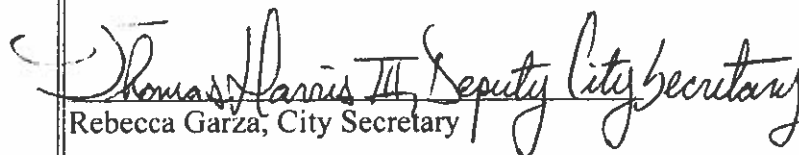
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lease Agreement for the use of the property and structures located at 401 and 405 34<sup>th</sup> Street, by and between the City of Lubbock and Wilkerson Investment Co., and related documents. Said Lease 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 this 8th day of October 2009.

  
TOM MARTIN, MAYOR


ATTEST:

  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
Mark Yearwood, CIO, Assistant City Manager

APPROVED AS TO FORM:

  
Amy L. Sims  
Assistant City Attorney





TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2006

1. PARTIES: The parties to this lease are:

Tenant: City of Lubbock, 1625-13th, Lubbock, TX 79401  
\_\_\_\_\_ ; and

Landlord: Wilkerson Investment Co., P. O. Box 2525, Lubbock, TX 79408  
\_\_\_\_\_

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☐ (1) Multiple-Tenant Property: Suite or Unit Number \_\_\_\_\_ containing approximately \_\_\_\_\_ square feet of rentable area in \_\_\_\_\_ (project name) at \_\_\_\_\_ (address) in \_\_\_\_\_ (city), \_\_\_\_\_ (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows:  
\_\_\_\_\_  
\_\_\_\_\_

☒ (2) Single-Tenant Property: The real property at: 401 and 405-34th (address) in Lubbock (city), Lubbock (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows: Lots 1, 2, 3 and 4, Block 6 and Lot 1, Block 3, C.L. Vaughn Addition to the City of Lubbock, Lubbock County, Texas  
\_\_\_\_\_  
\_\_\_\_\_

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and  
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.

3. TERM:

A. Term: The term of this lease is 120 months and 0 days, commencing on:

January 1, 2010 (Commencement Date) and ending on

December 31, 2019 (Expiration Date).

(TAR-2101) 5-26-06 Initialed for Identification by Tenant: \_\_\_\_\_, \_\_\_\_\_, and Landlord: GW, JHM

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)



B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

#### 4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit \_\_\_\_\_ or as follows:

|                             |                             |   |                    |
|-----------------------------|-----------------------------|---|--------------------|
| from <u>January 1, 2010</u> | to <u>December 31, 2019</u> | : | \$ <u>6,848.11</u> |
| from _____                  | to _____                    | : | \$ _____           |
| from _____                  | to _____                    | : | \$ _____           |
| from _____                  | to _____                    | : | \$ _____           |
| from _____                  | to _____                    | : | \$ _____           |

B. First Full Month's Rent: The first full base monthly rent is due on or before 01/01/2010

C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

D. Additional Rent: In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):

- ☒ (1) Commercial Expense Reimbursement Addendum  
☐ (2) Commercial Percentage Rent Addendum  
☐ (3) Commercial Parking Addendum  
☐ (4) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Wilkerson Investment Co.

Address: P. O. Box 2525, Lubbock, TX 79408

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after



---

# Wilkerson

PROPERTIES INC.

---

Commercial & Industrial  
Development, Management & Brokerage

February 14, 2022

City of Lubbock  
Attention: Wes Everett  
PO Box 2000  
Lubbock, Texas 79457

## 2021 Tax and Insurance Reconciliation

Enclosed is the **2021 reconciliation** for taxes and insurance. Your lease stipulates you are responsible for 100% of all property taxes and insurance on the leased property at 401 and 405 34<sup>th</sup> Street.

We have included copies of the 2021 tax statements from Lubbock Central Appraisal District and the 2021 insurance statement from Marsh & McLennan Agency as verification of these charges.

I am reducing the monthly estimate for property taxes to \$594.69 per month and I am increasing the monthly estimate for insurance to \$406.00 per month. These changes will begin with your March statement. The additional increase for insurance is because I already have the 2022 invoice and insurance has increase yet again.

---

If you have any questions, please call. My direct number is 806-474-2204.

Sincerely,



Diane Stewart  
Accounting Department



**City of Lubbock - 34th Street**  
Tax/Insurance/CAM Reconciliation  
Calendar Year 2021

|                  | <b>Actual, 2021</b> | <b>Amount Billed<br/>Jan - Dec</b> | <b>% Owed</b> | <b>Due<br/>(Overpayment)</b> |
|------------------|---------------------|------------------------------------|---------------|------------------------------|
| <b>Taxes</b>     | 7,335.38            | 8,330.88                           | 100%          | (995.50)                     |
| <b>Insurance</b> | 3,941.74            | 2,845.80                           | 100%          | 1,095.94                     |
| <b>CAM</b>       | N/A                 |                                    |               |                              |



PO BOX 10568 - 2109 AVENUE Q  
LUBBOCK, TEXAS 79408-3568

# 2021 TAX STATEMENT

(806) 762-5000 EXT: 6  
www.lubbockcad.org  
PRINT DATE: 11/9/2021  
PAYABLE UPON RECEIPT

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

## VALUATION BREAKDOWN

NOV 18 2021

| LAND-HS | LAND-NHS | AG-MKT | AG-USE | IMPV-HS | IMPV-NHS/PERS PROP | APPAISED |
|---------|----------|--------|--------|---------|--------------------|----------|
| 0       | 68,918   | 0      | 0      | 0       | 261,815            | 330,733  |

ASSESSMENT RATIO 100%

| JURISDICTION       | HOMESTEAD CAP | TOTAL ASSESSED | EXEMPTIONS | TAXABLE VALUE | TAX RATE  | TAX AMOUNT BEFORE PENALTY | TAX AMOUNT |
|--------------------|---------------|----------------|------------|---------------|-----------|---------------------------|------------|
| City Of Lubbock    |               | 330,733        | 0          | 330,733       | 0.5232300 | 1,730.49                  | 1,730.49   |
| Lubbock County     |               | 330,733        | 0          | 330,733       | 0.3599900 | 1,190.61                  | 1,190.61   |
| Lubb Cnty Hospital |               | 330,733        | 0          | 330,733       | 0.1031640 | 341.20                    | 341.20     |
| Lubbock ISD        |               | 330,733        | 0          | 330,733       | 1.1355000 | 3,755.47                  | 3,755.47   |
| Hi Plains Water    |               | 330,733        | 0          | 330,733       | 0.0051000 | 16.87                     | 16.87      |

EXEMPTION CODES:

\*\* CITY TAXES REDUCED BY ADDITIONAL SALES TAX: 391.98  
\*\* COUNTY TAXES REDUCED BY ADDITIONAL SALES TAX: 449.27

TOTAL DUE 7,034.64

TIM RADLOFF

SEE REVERSE SIDE FOR ADDITIONAL TAX INFORMATION

|                                   |   |
|-----------------------------------|---|
| QUICKREF:                         | R135360   |
| D E P S R C O R P I E P R T I O N | OWNER ID: 0028140<br>OWNER % : 100.00<br>Legal: VAUGHN C L BLK 3 & 6<br>Situs: 3410 AVE C LUBBOCK |
| O W N E R                         | WILKERSON INVEST CO<br>PO BOX 2525<br>LUBBOCK TX 79408-2525                                       |

## PAYMENT SCHEDULE

| IF TAXES ARE PAID IN | LESS (-) DISCOUNT OR PLUS (+) PENALTY / INTEREST | TOTAL TAX DUE |
|----------------------|--|---------------|
| NOV 2021             | .00  | 7,034.64      |
| DEC 2021             | .00  | 7,034.64      |
| JAN 2022             | .00  | 7,034.64      |
| FEB 2022             | 7% 492.43  | 7,527.07      |
| MAR 2022             | 9% 633.11  | 7,667.75      |
| APR 2022             | 11% 773.82                                       | 7,808.46      |
| MAY 2022             | 13% 914.51                                       | 7,949.15      |
| JUN 2022             | 15% 1,055.20                                     | 8,089.84      |
| JUL 2022             | 18%+20% 2,926.39                                 | 9,961.03      |
| AUG 2022             | 19%/20% 3,010.79                                 | 10,045.43     |

CEILING ON OVER 65 OR  
DISABLED HOMESTEAD

CITY  
COUNTY  
SCHOOL

FOR TOTAL TAX DUE  
REFER TO THE PAYMENT  
SCHEDULE ABOVE

- \* IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.
- \* TAXES BECOME DELINQUENT ON FEBRUARY 1, 2022. AFTER JUNE AN ADDITIONAL PENALTY OF 20% WILL BE IMPOSED ON THE AMOUNT OF TAXES, PENALTY AND INTEREST ON REAL PROPERTY. AFTER MARCH AN ADDITIONAL PENALTY OF 20% WILL BE IMPOSED ON THE AMOUNT OF TAXES, PENALTY AND INTEREST ON PERSONAL PROPERTY. AFTER JULY AN ADDITIONAL 1% INTEREST PER MONTH WILL BE APPLIED.
- \* IF YOU HAVE QUESTIONS, PLEASE CALL (806) 762-5000. YOUR PAYMENT MUST BE POSTMARKED BY JANUARY 31, 2022 TO AVOID PENALTIES AND INTEREST.
- \* YOUR CHECK MAY BE CONVERTED TO AN ELECTRONIC FUNDS TRANSFER.

MAKE CHECKS PAYABLE TO:  
LUBBOCK CENTRAL APPRAISAL DISTRICT  
PO BOX 10568 - 2109 AVENUE Q  
LUBBOCK, TEXAS 79408-3568  
(806) 762-5000 EXT: 6  
www.lubbockcad.org

# 2021 TAX STATEMENT

PAYABLE UPON RECEIPT

PRINT DATE: 11/9/2021

PLEASE RETURN THIS PORTION

|                                   |   |
|-----------------------------------|---|
| QUICKREF:                         | R135360   |
| D E P S R C O R P I E P R T I O N | OWNER ID: 0028140<br>OWNER % : 100.00<br>Legal: VAUGHN C L BLK 3 & 6<br>Situs: 3410 AVE C LUBBOCK |

Quickref: R135360 OWNER ID: 0028140

WILKERSON INVEST CO  
PO BOX 2525  
LUBBOCK TX 79408-2525

TO RECEIVE A RECEIPT  
CHECK BOX

☐

TAX DUE

7,034.64

CHANGE OF ADDRESS OR OWNERSHIP CORRECTION ON BACK

2021000R13536011092021 000000703464





# 2021 TAX STATEMENT

NOV 18 2021

(806) 762-5000 EXT: 6  
www.lubbockcad.org  
PRINT DATE: 11/9/2021  
PAYABLE UPON RECEIPT

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

## VALUATION BREAKDOWN

| LAND-HS | LAND-NHS | AG-MKT | AG-USE | IMPV-HS | IMPV-NHS/PERS PROP | APPAISED |
|---------|----------|--------|--------|---------|--------------------|----------|
| 0       | 14,139   | 0      | 0      | 0       | 0                  | 14,139   |

ASSESSMENT RATIO 100%

| JURISDICTION       | HOMESTEAD CAP | TOTAL ASSESSED | EXEMPTIONS | TAXABLE VALUE | TAX RATE  | TAX AMOUNT BEFORE PENALTY | TAX AMOUNT |
|--------------------|---------------|----------------|------------|---------------|-----------|---------------------------|------------|
| City Of Lubbock    |               | 14,139         | 0          | 14,139        | 0.5232300 | 73.98                     | 73.98      |
| Lubbock County     |               | 14,139         | 0          | 14,139        | 0.3599900 | 50.90                     | 50.90      |
| Lubb Cnty Hospital |               | 14,139         | 0          | 14,139        | 0.1031640 | 14.59                     | 14.59      |
| Lubbock ISD        |               | 14,139         | 0          | 14,139        | 1.1355000 | 160.55                    | 160.55     |
| Hi Plains Water    |               | 14,139         | 0          | 14,139        | 0.0051000 | .72                       | .72        |

|                  |  |           |
|------------------|--|-----------|
| EXEMPTION CODES: | ** CITY TAXES REDUCED BY ADDITIONAL SALES TAX: 16.76   | TOTAL DUE |
|                  | ** COUNTY TAXES REDUCED BY ADDITIONAL SALES TAX: 19.21 | 300.74    |

TIM RADLOFF

SEE REVERSE SIDE FOR ADDITIONAL TAX INFORMATION

## PAYMENT SCHEDULE

| IF TAXES ARE PAID IN | LESS (-) DISCOUNT OR PLUS (+) PENALTY / INTEREST | TOTAL TAX DUE |
|----------------------|--|---------------|
| NOV 2021             | .00  | 300.74        |
| DEC 2021             | .00  | 300.74        |
| JAN 2022             | .00  | 300.74        |
| FEB 2022             | 7%   | 321.81        |
| MAR 2022             | 9%   | 327.80        |
| APR 2022             | 11%  | 333.82        |
| MAY 2022             | 13%  | 339.82        |
| JUN 2022             | 15%  | 345.85        |
| JUL 2022             | 18%+20%  | 425.85        |
| AUG 2022             | 19%/20%  | 429.45        |

|   |   |
|---|---|
| <b>QUICKREF:</b> R100828                            |   |
| D<br>E<br>S<br>C<br>R<br>I<br>P<br>T<br>I<br>O<br>N | OWNER ID: 0028140   |
|   | OWNER % : 100.00  |
|   | Legal: UNDERWOOD L 6 & E31.95'OF 5                          |
|   | Situs: 525 34TH ST LUBBOCK                                  |
| O<br>W<br>N<br>E<br>R                               | WILKERSON INVEST CO<br>PO BOX 2525<br>LUBBOCK TX 79408-2525 |

|  |        |  |
|--|--------|--|
| CEILING ON OVER 65 OR DISABLED HOMESTEAD | CITY   |  |
|  | COUNTY |  |
|  | SCHOOL |  |

|   |
|---|
| FOR TOTAL TAX DUE<br>REFER TO THE PAYMENT<br>SCHEDULE ABOVE |
|---|

- \* IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.
- \* TAXES BECOME DELINQUENT ON FEBRUARY 1, 2022. AFTER JUNE AN ADDITIONAL PENALTY OF 20% WILL BE IMPOSED ON THE AMOUNT OF TAXES, PENALTY AND INTEREST ON REAL PROPERTY. AFTER MARCH AN ADDITIONAL PENALTY OF 20% WILL BE IMPOSED ON THE AMOUNT OF TAXES, PENALTY AND INTEREST ON PERSONAL PROPERTY. AFTER JULY AN ADDITIONAL 1% INTEREST PER MONTH WILL BE APPLIED.
- \* IF YOU HAVE QUESTIONS, PLEASE CALL (806) 762-5000. YOUR PAYMENT MUST BE POSTMARKED BY JANUARY 31, 2022 TO AVOID PENALTIES AND INTEREST.
- \* YOUR CHECK MAY BE CONVERTED TO AN ELECTRONIC FUNDS TRANSFER.

# 2021 TAX STATEMENT

PRINT DATE: 11/9/2021

PLEASE RETURN THIS PORTION

MAKE CHECKS PAYABLE TO:  
LUBBOCK CENTRAL APPRAISAL DISTRICT  
PO BOX 10568 - 2109 AVENUE Q  
LUBBOCK, TEXAS 79408-3568  
(806) 762-5000 EXT: 6  
www.lubbockcad.org

PAYABLE UPON RECEIPT

|   |                                    |
|---|------------------------------------|
| <b>QUICKREF:</b> R100828                            |                                    |
| D<br>E<br>S<br>C<br>R<br>I<br>P<br>T<br>I<br>O<br>N | OWNER ID: 0028140                  |
|   | OWNER % : 100.00                   |
|   | Legal: UNDERWOOD L 6 & E31.95'OF 5 |
|   | Situs: 525 34TH ST LUBBOCK         |

Quickref: R100828 OWNER ID: 0028140

WILKERSON INVEST CO  
PO BOX 2525  
LUBBOCK TX 79408-2525

TO RECEIVE A RECEIPT  
CHECK BOX

☐

TAX DUE

300.74

☐ CHANGE OF ADDRESS OR OWNERSHIP CORRECTION ON BACK

2021000R10082811092021 000000030074





**Marsh & McLennan Agency, LLC**

4411 98th Street, Suite 200  
Lubbock, Texas 79424  
806-798-9068

**Invoice**

Date: 1/1/2021

Wilkerson Investment Company  
PO Box 2525  
Lubbock, TX 79408

Service Representative:  
Deena Caskey

Location: 401 and 405 34th Street  
Lubbock, Texas

| Effective        | Expires  |  | Coverage Description  | Amount      |
|------------------|----------|--|-----------------------|-------------|
| 1/1/2021         | 1/1/2022 |  | Package-GL & Property | \$ 3,941.74 |
| Subtotal         |          |  |                       | \$ 3,941.74 |
| Total Amount Due |          |  |                       | \$ 3,941.74 |

Make all checks payable to: Marsh & McLennan Agency

REMIT WITHIN 10 DAYS TO AVOID CANCELLATION



**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an extension to that certain Lease Agreement dated February 25, 2020 (Resolution No. 2020-R0077) concerning property located at 530 36<sup>th</sup> Street, by and between the City of Lubbock and Wilkerson Investment Co., and related documents. Said extension 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



**CITY OF LUBBOCK  
CONTRACT EXTENSION NOTICE**

**SECTION 1 - NOTICE OF EXTENSION:**

|   |  |
|---|--|
| Initial Contract Term Date: 04/01/2020 – 03/31/2025 | New End Date: 03/31/2030   |
| Solicitation No./Doc ID:                            | Contract Title: Lease Agreement Properties<br>530 36 <sup>th</sup> Street, Lubbock, Tx |
| Contract No: 9227 2/25/2020                         | Extension Option: 04/01/2025 – 03/31/2030  |
| Amendment No. 1 Resolution No.<br>2020-R0077        | New Monthly Base<br>Rate: \$6,400.00   |

**SECTION 2 - VENDOR/CONTRACTOR INFORMATION  
TO BE VERIFIED BY DEPARTMENT:**

**DEPARTMENT INFORMATION:**

|  |                                   |
|--|-----------------------------------|
| Contractor/Vendor: Wilkerson Investment Co.  | Department: Facilities Management |
| Contact: Gordon Wilkerson  | Contact: Mark Zavicar             |
| Phone : 806-474-2207   | Phone: 806-775-2275               |
| Email : <a href="http://www.wilkersonproperties.com">www.wilkersonproperties.com</a> |                                   |

**SECTION 3 - EXTENSION:**

|   |
|---|
| <p><input checked="" type="checkbox"/> <b>G. Other Paragraph(s)</b> are changed to read (cite specific paragraphs and copy the applicable paragraphs verbatim, making any necessary changes):<br/>In Commercial Lease Addendum for Extension Option, restate an additional five year option from April 1, 2025 through March 31, 2030 at a monthly base rent of \$6400.</p> |
|---|


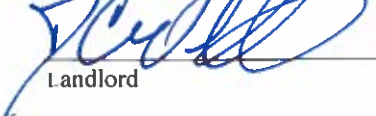


**SECTION 4 - CONTRACT TERM:**

|  |
|--|
| The terms and conditions of the original contract shall remain in place and are not altered by this extension. |
|--|

**SECTION 5 - INFORMATION VERIFIED BY DEPARTMENT AND APPROVED BY:**

| ITEM | DESCRIPTION           | AMOUNT     |
|------|-----------------------|------------|
|      | New Monthly Base Rent | \$6,400.00 |

**ACCEPTED BY:**

|  |   |  |
|--|---|--|
| <br>Facilities Management<br>Date: 9.18.24          | <br>Landlord<br>Date: 9/18/2024 |  |
| N/A  | <br>Wilkerson Investment Co.    |  |
| Insurance  |   |  |
| <br>DIRECTOR OF PURCHASING & CONTRACT<br>MANAGEMENT | Date: 9.18.24   |  |

**DECLINED BY:**

|            |      |                 |      |
|------------|------|-----------------|------|
| CONTRACTOR | Date | DEPARTMENT HEAD | Date |
|------------|------|-----------------|------|

City of Lubbock use only:

☐

Updated in Access

☐

Updated on Contract Term List



---

MARK W. MCBRAYER, MAYOR

ATTEST:

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Courtney Paz, City Secretary



Resolution No. 2020-R0077

Item No. 7.22

February 25, 2020

**RESOLUTION**

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

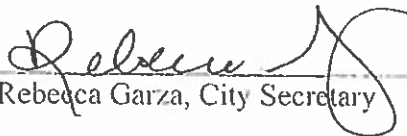
**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amended Lease Agreement by and between the City of Lubbock and Wilkerson Investment Company for property located at 530 36th Street, Lubbock TX, and related documents. Said Lease Agreement 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 February 25, 2020.



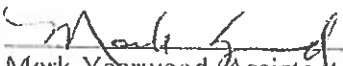
DANIEL M. POPE, MAYOR

ATTEST:



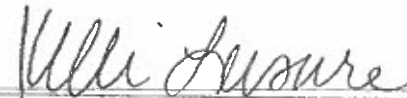
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

RES. Amend Lease Agrmt- Wilkerson 36th St  
02.19.20





# COMMERCIAL LEASE AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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## AMENDMENT TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 530-36th, Lubbock, TX

Effective on \_\_\_\_\_, Landlord and Tenant amend the above-referenced lease as follows:

☐ A. **Leased Premises:** The suite or unit number identified in Paragraph 2A(1) is:

☐ (1) changed to \_\_\_\_\_.

☐ (2) contains approximately \_\_\_\_\_ square feet.

☐ B. **Term:**

☐ (1) The length of the term stated in Paragraph 3A is changed to \_\_\_\_\_ months and \_\_\_\_\_ days.

☐ (2) The Commencement Date stated in Paragraph 3A is changed to \_\_\_\_\_.

☒ (3) The Expiration Date stated in Paragraph 3A is changed to March 31, 2025.

☒ C. **Rent:** The amount of the base monthly rent specified in Paragraph 4A is changed to:

|    |                 |      |                      |    |                       |   |
|----|-----------------|------|----------------------|----|-----------------------|---|
| \$ | <u>5,815.00</u> | from | <u>April 1, 2020</u> | to | <u>March 31, 2025</u> | : |
| \$ | _____           | from | _____                | to | _____                 | : |
| \$ | _____           | from | _____                | to | _____                 | : |
| \$ | _____           | from | _____                | to | _____                 | : |
| \$ | _____           | from | _____                | to | _____                 | : |

☐ D. **Security Deposit:** The amount of the security deposit in Paragraph 5 is changed to \$ \_\_\_\_\_.

☐ E. **Maintenance and Repairs:** The following item(s) specified in the identified subparagraph of Paragraph 15C will be maintained by the party designated below:

| <u>Para. No.</u> | <u>Description</u> | <u>Responsible Party</u>     |   |
|------------------|--------------------|------------------------------|---|
| _____            | _____              | <input type="checkbox"/> N/A | <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant |
| _____            | _____              | <input type="checkbox"/> N/A | <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant |
| _____            | _____              | <input type="checkbox"/> N/A | <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant |
| _____            | _____              | <input type="checkbox"/> N/A | <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant |

☐ F. **Parking:**

☐ (1) **Common Parking:** The number of vehicles identified in Paragraph A(1) of the Commercial Lease Parking Addendum is changed \_\_\_\_\_ to vehicles.

☐ (2) **Restricted Common Parking for Tenants:** The number of vehicles identified in Paragraph A(2) of the Commercial Lease Parking Addendum is changed \_\_\_\_\_ vehicles.

(TXR-2114) 1-26-10

Initialed for Identification by Landlord: GW, \_\_\_\_\_, and Tenant: \_\_\_\_\_, \_\_\_\_\_

Page 1 of 2



Amendment to Commercial Lease concerning 530-38th, Lubbock, TX

☐ (3) **Assigned Parking:** Tenant's assigned parking areas identified in Paragraph A(3) of the Commercial Lease Parking Addendum is changed to \_\_\_\_\_

☐ (4) **Parking Rental:** The amount of rent identified in Paragraph B of the Commercial Lease Parking Addendum is changed to \$ \_\_\_\_\_

☒ G. Other: Paragraph(s) \_\_\_\_\_ are changed to read (cite specific paragraphs and copy the applicable paragraphs verbatim, making any necessary changes):  
In Commercial Lease Addendum for Extension Option, reinstate an additional five year option from April 1, 2025 through March 31, 2030 at a monthly base rent of \$6400.

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

Signature Page to follow.

LANDLORD:

Tenant: Wilkerson Investment Co.

By: Gordon Wilkerson

Printed Name: Gordon Wilkerson

Title: Partner Date: 2-7-20

TENANT:

Landlord:

By:

By (signature): [Signature]

Printed Name: Daniel M. Pope

Title: Mayor

Date: 2/25/2020

ATTEST:

By (signature): [Signature]

Printed Name: Rebecca Garza

Title: City Secretary

Date: 2/25/2020

By:

Approved to Form

By (signature): [Signature]

Printed Name: Wesley Everett

Title: Director of

Facilities Management

Date: \_\_\_\_\_

Approved to Form:

By (signature): [Signature]

Printed Name: Kellie Leisure

Title: Assistant City

Attorney

Date: \_\_\_\_\_



RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lease Agreement for the use of the property and structures located at 530 36<sup>th</sup> Street, by and between the City of Lubbock and Wilkerson Investment Co., and related documents. Said Lease 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.

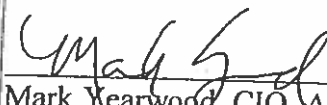
Passed by the City Council this 8th day of October 2009.

  
TOM MARTIN, MAYOR


ATTEST:

  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
Mark Yearwood, CIO, Assistant City Manager

APPROVED AS TO FORM:

  
Amy L. Sims  
Assistant City Attorney





TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Tenant: City of Lubbock, 1625-13th, Lubbock, TX 79401

; and

Landlord: Wilkerson Investment Co., P. O. Box 2525, Lubbock, TX 79408

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☐ (1) Multiple-Tenant Property: Suite or Unit Number \_\_\_\_\_ containing approximately \_\_\_\_\_ square feet of rentable area in \_\_\_\_\_ (project name) at \_\_\_\_\_ (address) in \_\_\_\_\_ (city), \_\_\_\_\_ (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows:

☒ (2) Single-Tenant Property: The real property at: 530-36th \_\_\_\_\_ (address) in Lubbock (city), Lubbock (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows: Lot 7, Lot 6 and the East 31.95 feet of Lot 5, Underwood Addition to the City of Lubbock, Lubbock County, Texas

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.

3. TERM:

A. Term: The term of this lease is 120 months and 0 days, commencing on:

January 1, 2010 (Commencement Date) and ending on

December 31, 2019 (Expiration Date).

(TAR-2101) 5-26-06 Initialed for Identification by Tenant: \_\_\_\_\_, and Landlord: tw, [Signature]

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)



B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

#### 4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit \_\_\_\_\_ or as follows:

|                             |                             |   |                    |   |
|-----------------------------|-----------------------------|---|--------------------|---|
| from <u>January 1, 2010</u> | to <u>December 31, 2019</u> | : | \$ <u>5,285.92</u> | : |
| from _____                  | to _____                    | : | \$ _____           | : |
| from _____                  | to _____                    | : | \$ _____           | : |
| from _____                  | to _____                    | : | \$ _____           | : |
| from _____                  | to _____                    | : | \$ _____           | : |

B. First Full Month's Rent: The first full base monthly rent is due on or before January 1, 2010

C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

D. Additional Rent: In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- ☒ (1) Commercial Expense Reimbursement Addendum  
☐ (2) Commercial Percentage Rent Addendum  
☐ (3) Commercial Parking Addendum  
☐ (4) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Wilkerson Investment Co.

Address: P. O. Box 2525, Lubbock, TX 79408

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after





TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL LEASE EXPENSE REIMBURSEMENT ADDENDUM**

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**ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE  
 LEASED PREMISES AT 530-36th, Lubbock.**

In addition to rent stated in the lease, Tenant will pay Landlord the additional rent described in this addendum. Tenant will pay the additional rent each month at the time the base-monthly rent in the lease is due.

**A. Definitions:**

- (1) "Tenant's pro rata share" is 100.000 %.
- (2) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related to the Property's operations); CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees (i.e., *all operating expenses except taxes and insurance*).
- (3) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (4) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

**B. Method:** The additional rent will be calculated under the following method:  
*Note: "CAM" means operating expenses except taxes and insurance.*

- ☐ (1) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year \_\_\_\_\_ for: ☐ taxes; ☐ insurance; ☐ CAM; and ☐ \_\_\_\_\_.
- ☐ (2) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ \_\_\_\_\_ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; and ☐ \_\_\_\_\_.
- ☒ (3) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☒ taxes; ☒ insurance; ☐ CAM; and ☐ \_\_\_\_\_.

**C. Projected Monthly Expenses:** On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this addendum) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

**Notice:** The applicable projected monthly expenses for the calendar year in which the above-referenced lease commences is \$ \_\_\_\_\_ per square foot. The total rentable area of the Property presently used by Landlord for calculating expense reimbursements is \_\_\_\_\_ square feet.



---

# Wilkerson

**PROPERTIES INC.**

---

Commercial & Industrial  
Development, Management & Brokerage

February 14, 2022

City of Lubbock  
Attention: Wes Everett  
PO Box 2000  
Lubbock, Texas 79457

**2021 Tax and Insurance Reconciliation**

Enclosed is the **2021 reconciliation** for taxes and insurance. Your lease stipulates you are responsible for 100% of all property taxes and insurance on the leased property at 530 36th Street.

We have included copies of the 2021 tax statement from Lubbock Central Appraisal District and the 2021 insurance statement from Marsh and McLennan Agency as verification of these charges.

I am increasing the monthly estimate for insurance to \$403.00 per month. This change will begin with your March statement. The additional increase for insurance is because I already have the 2022 invoice and insurance has increase yet again.

---

If you have any questions, please call. My direct number is 806-474-2203.

---

Sincerely,



Diane Stewart  
Accounting Department



**City of Lubbock - 36th Street**  
Tax/Insurance/CAM Reconciliation  
Calendar Year 2021

|                  | <b>Actual, 2021</b> | <b>Amount Billed<br/>Jan - Dec</b> | <b>% Owed</b> | <b>Due<br/>(Overpayment)</b> |
|------------------|---------------------|------------------------------------|---------------|------------------------------|
| <b>Taxes</b>     | 4,983.48            | 4,919.52                           | 100%          | 63.96                        |
| <b>Insurance</b> | 4,036.96            | 3,087.84                           | 100%          | 949.12                       |
| <b>CAM</b>       | N/A                 | N/A                                | N/A           | N/A                          |



LUBBOCK CENTRAL APPRAISAL DISTRICT  
PO BOX 10568 - 2109 AVENUE Q  
LUBBOCK, TEXAS 79408-3568

# 2021 TAX STATEMENT

(806) 762-5000 EXT: 6  
www.lubbockcad.org  
PRINT DATE: 11/9/2021  
PAYABLE UPON RECEIPT

NOV 18 2021

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

## VALUATION BREAKDOWN

| LAND-HS | LAND-NHS | AG-MKT | AG-USE | IMPV-HS | IMPV-NHS/PERS PROP | APPAISED |
|---------|----------|--------|--------|---------|--------------------|----------|
| 0       | 33,611   | 0      | 0      | 0       | 200,687            | 234,298  |

ASSESSMENT RATIO 100%

| JURISDICTION       | HOMESTEAD CAP | TOTAL ASSESSED | EXEMPTIONS | TAXABLE VALUE | TAX RATE  | TAX AMOUNT BEFORE PENALTY | TAX AMOUNT |
|--------------------|---------------|----------------|------------|---------------|-----------|---------------------------|------------|
| City Of Lubbock    |               | 234,298        | 0          | 234,298       | 0.5232300 | 1,225.92                  | 1,225.92   |
| Lubbock County     |               | 234,298        | 0          | 234,298       | 0.3599900 | 843.45                    | 843.45     |
| Lubb Cnty Hospital |               | 234,298        | 0          | 234,298       | 0.1031640 | 241.71                    | 241.71     |
| Lubbock ISD        |               | 234,298        | 0          | 234,298       | 1.1355000 | 2,660.45                  | 2,660.45   |
| Hi Plains Water    |               | 234,298        | 0          | 234,298       | 0.0051000 | 11.95                     | 11.95      |

EXEMPTION CODES:

\*\* CITY TAXES REDUCED BY ADDITIONAL SALES TAX: 277.69  
\*\* COUNTY TAXES REDUCED BY ADDITIONAL SALES TAX: 318.27

TOTAL DUE 4,983.48

TIM RADLOFF

SEE REVERSE SIDE FOR ADDITIONAL TAX INFORMATION

## PAYMENT SCHEDULE

| IF TAXES ARE PAID IN | LESS (-) DISCOUNT OR PLUS (+) PENALTY / INTEREST | TOTAL TAX DUE |
|----------------------|--|---------------|
| NOV 2021             | .00  | 4,983.48      |
| DEC 2021             | .00  | 4,983.48      |
| JAN 2022             | .00  | 4,983.48      |
| FEB 2022             | 7% 348.84  | 5,332.32      |
| MAR 2022             | 9% 448.51  | 5,431.99      |
| APR 2022             | 11% 548.17                                       | 5,531.65      |
| MAY 2022             | 13% 647.86                                       | 5,631.34      |
| JUN 2022             | 15% 747.53                                       | 5,731.01      |
| JUL 2022             | 18%+20% 2,073.12                                 | 7,056.60      |
| AUG 2022             | 19%/20% 2,132.92                                 | 7,116.40      |

|                                 |         |
|---------------------------------|---------|
| QUICKREF:                       | R100858 |
| OWNER ID: OO28140               |         |
| OWNER % : 100.00                |         |
| Legal: UNDERWOOD L 7            |         |
| Situs: 530 36TH ST LUBBOCK      |         |
| DBA: CITY OF LUBBOCK RADIO SHOP |         |
| WILKERSON INVEST CO             |         |
| PO BOX 2525                     |         |
| LUBBOCK TX 79408-2525           |         |

CEILING ON OVER 65 OR  
DISABLED HOMESTEAD

CITY  
COUNTY  
SCHOOL

FOR TOTAL TAX DUE  
REFER TO THE PAYMENT  
SCHEDULE ABOVE

- \* IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.
- \* TAXES BECOME DELINQUENT ON FEBRUARY 1, 2022. AFTER JUNE AN ADDITIONAL PENALTY OF 20% WILL BE IMPOSED ON THE AMOUNT OF TAXES, PENALTY AND INTEREST ON REAL PROPERTY. AFTER MARCH AN ADDITIONAL PENALTY OF 20% WILL BE IMPOSED ON THE AMOUNT OF TAXES, PENALTY AND INTEREST ON PERSONAL PROPERTY. AFTER JULY AN ADDITIONAL 1% INTEREST PER MONTH WILL BE APPLIED.
- \* IF YOU HAVE QUESTIONS, PLEASE CALL (806) 762-5000. YOUR PAYMENT MUST BE POSTMARKED BY JANUARY 31, 2022 TO AVOID PENALTIES AND INTEREST.
- \* YOUR CHECK MAY BE CONVERTED TO AN ELECTRONIC FUNDS TRANSFER.

## 2021 TAX STATEMENT

PRINT DATE: 11/9/2021

PLEASE RETURN THIS PORTION

MAKE CHECKS PAYABLE TO:  
LUBBOCK CENTRAL APPRAISAL DISTRICT  
PO BOX 10568 - 2109 AVENUE Q  
LUBBOCK, TEXAS 79408-3568  
(806) 762-5000 EXT: 6  
www.lubbockcad.org

PAYABLE UPON RECEIPT

|                                 |         |
|---------------------------------|---------|
| QUICKREF:                       | R100858 |
| OWNER ID: OO28140               |         |
| OWNER % : 100.00                |         |
| Legal: UNDERWOOD L 7            |         |
| Situs: 530 36TH ST LUBBOCK      |         |
| DBA: CITY OF LUBBOCK RADIO SHOP |         |

Quickref: R100858 OWNER ID: OO28140

WILKERSON INVEST CO  
PO BOX 2525  
LUBBOCK TX 79408-2525

TO RECEIVE A RECEIPT  
CHECK BOX

TAX DUE

4,983.48

CHANGE OF ADDRESS OR OWNERSHIP CORRECTION ON BACK

2021000R10085811092021 000000498348





**Marsh & McLennan Agency, LLC**

4411 98th Street, Suite 200  
Lubbock, Texas 79424  
806-798-9068

**Invoice**

Date: 1/1/2021

Wilkerson Investment Company  
PO Box 2525  
Lubbock, TX 79408

Service Representative:  
Deena Caskey

Location: 530 36th Street  
Lubbock, Texas

| Effective        | Expires  |  | Coverage Description  | Amount      |
|------------------|----------|--|-----------------------|-------------|
| 1/1/2021         | 1/1/2022 |  | Package-GL & Property | \$ 4,036.96 |
| Subtotal         |          |  |                       | \$ 4,036.96 |
| Total Amount Due |          |  |                       | \$ 4,036.96 |

Make all checks payable to: Marsh & McLennan Agency

REMIT WITHIN 10 DAYS TO AVOID CANCELLATION



---

## Information

### Agenda Item

**Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement, and all related documents, by and between the City of Lubbock Public Health Department and StarCare Specialty Health System, to assist in a behavioral health response to a disaster or emergency event.

### Item Summary

In the event of an emergency, the City of Lubbock may find it necessary to coordinate disaster behavioral health services or provide medical countermeasures to large numbers of people in the area served by the Department.

This agreement allows for the following services.

- StarCare Specialty Health System will be allowed to coordinate the recruitment, credentialing, and assignment of mental health professionals in order to provide disaster behavioral health services. This agreement will go into effect upon the official request from the Department.
- StarCare Specialty Health System will be allowed to dispense medical countermeasures to their staff, staff's families, and their clientele, in order to prevent the spread of an infectious disease. This agreement will go into effect only if the State Commissioner of Health or the Lubbock Health Authority declares that large scale immunizations or treatment is necessary as a control measure, for an outbreak of communicable disease or if mass prophylaxis against a bioterrorism agent or other infectious disease is required.

### Fiscal Impact

None

### Staff/Board Recommending

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

---

## Attachments

Resolution  
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, an Interlocal Agreement by and between the City of Lubbock, acting by and through the City of Lubbock Health Department ("COLHD"), and StarCare Specialty Health System to assist in a behavioral health response to a disaster or emergency event, and all related documents. Said Interlocal Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.


Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rachael Foster, Assistant City Attorney



## INTERLOCAL AGREEMENT

STATE OF TEXAS

§

§

StarCare Specialty Healthcare System

COUNTY OF LUBBOCK

§

This Interlocal Agreement ("Agreement") is entered into by and between the City of Lubbock ("City") acting through its Health Department ("Department") and StarCare Specialty Health System ("Recipient") to assist in a behavioral health response to a disaster or emergency event. This agreement also provides for StarCare Specialty Health System to dispense medication to their staff and families, and their clientele as a closed point of dispensing for mass prophylaxis.

### I. Purpose

The City of Lubbock Health Department ("Department") is required, by the City of Lubbock/Lubbock County Emergency Management Plan and by grant directives, to plan and prepare for emergencies which may result from natural or man-made causes. Such emergencies may require either disaster behavioral health services or provision of medical countermeasures for large numbers of people in the area served by the Department.

According to Substance Abuse and Mental Health Services Administration (SAMHSA), disaster behavioral health (DBH) is defined as a set of supportive mental health actions that address survivors' and responders' emotional responses to a natural or human-made traumatic event. Failure to address behavioral health issues can compromise response efforts and create long-term mental health issues for all those involved.

Medical countermeasures is defined as vaccines, antiviral drugs, antibiotics, or antitoxins used to prevent, mitigate, or treat the adverse health effects of a public health incident, including a large-scale disease outbreak or other threat to the public's health. The distribution of medical countermeasures will occur through open or closed Point of Dispensing (POD) sites. Open POD sites will serve the general population and are open to the public. Closed POD sites, are sites for specific populations, such as businesses or community organizations. Prior public health experience has shown that creating closed POD sites by delivering medical countermeasures and medical supplies to corporate or community partners to be beneficial to all parties because: 1) delivery allows businesses to dispense medication to their staff and families, decreasing employee absenteeism, and their clientele; and 2) delivery decreases number of citizens to be medicated at open public PODs.



The StarCare Specialty Health System (“Recipient”) is a state-contracted agency that provides a system of services for the conservation and restoration of mental health among South Plains community. StarCare’s responsibilities are to provide, coordinate, develop, and improve services to veterans, the elderly, and people diagnosed with mental illness, intellectual disability, or substance use disorder so that they will be afforded the opportunity to live as useful and productive a life as possible. As a contractor for the Texas Department of Health and Human Services (HHSC), StarCare will provide disaster behavioral health services for the South Plains region.

No Party to this agreement shall present any claim of any nature against another Party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of the services called for in this Agreement. This does not, however, preclude the requesting party from replenishing or replacing supplies, materials or products loaned to that party by another after the disaster has been resolved.

## **II. Emergencies Requiring Disaster Behavioral Health Services**

Disaster behavioral health is a departure from traditional behavioral health practice in many ways. Disaster behavioral health interventions are designed to address incident specific stress reactions, rather than ongoing or developmental behavioral health needs. Outreach and crisis counseling activities are the core of disaster behavioral health activities. Behavioral health professionals work hand-in-hand with paraprofessionals, volunteers, community leaders, and survivors of the disaster in ways that may differ from their formal clinical training.

Primary victims of a disaster are those people directly affected. Potential secondary victims are family and significant others related to the primary victims, witnesses and workers assisting primary victims. When providing disaster behavioral health services to victims, priority will be given to those most directly affected, as determined by brief assessment and triage reports.

### **A. Responsibilities**

#### **1. Department (City of Lubbock Public Health Department)**

- a. The Department through the City of Lubbock Director of Public Health or designee will contact the StarCare Chief Executive Officer or designee in an effort to coordinate the behavioral health response during an emergency.
- b. The Department will make an official request in writing for trained mental health professionals to StarCare in the event of an activation, specifying the number of personnel requested, and the location and duration of the proposed assignment.

#### **2. Recipient (StarCare Specialty Health System)**

- a. Recipient will maintain updated 24-hour contact numbers for StarCare representative.
- b. Recipient will maintain a list, updated at least annually, of staff trained in disaster behavioral/mental health.
- c. Recipient will coordinate the recruitment, credentialing, and assignment of mental



health professionals.

### **III. Emergencies Requiring Mass Prophylaxis**

This agreement as pertains to facilities usage will go into effect only if the Commissioner of Health or the local health authority declares that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease or if mass prophylaxis against bioterrorism agent or other infectious disease is required.

The Strategic National Stockpile (SNS) is a federal resource of critical medical assets made available to the State during a public health emergency, disaster, or catastrophic incident to augment local and state resources. The Receiving, Staging, and Storing (RSS) site carries out storage and routine movement of SNS product, including the delivery of material to open and closed POD sites. The operation of the RSS is a state responsibility managed at the Department of State Health Services (DSHS) Health Region (HSR) level.

#### **A. Responsibilities**

##### **1. Department (City of Lubbock Public Health Department)**

- a. The Department agrees to identify possible POD sites for closed populations and maintain a Memorandum of Agreement (MOA) with corporate and/or community partners.
- b. SNS materiel will be delivered to a site designated by the Recipient with amp and directions on file with the Department. The SNS medical material will be delivered with a manifest, handling instructions, and State of Texas treatment guidelines for the use of antibiotics and handling of controlled substances.
- c. The Department will provide training to the Recipient on SNS functions and overall POD management.

##### **2. Recipient (StarCare Specialty Hospital)**

- a. The Recipient agrees that upon delivery of the SNS medical materiel, the Recipient is responsible for maintaining the physical security and integrity of the SNS medical materiel. The Recipient agrees to comply with the handling instructions provided by the State of Texas, and applicable federal and State of Texas laws, and regulations. The Recipient further agrees to comply with State of Texas treatment guidelines for the use of antibiotics and handling of the controlled substances.
- b. The Recipient agrees to provide SNS medical material free-of-charge to the StarCare clientele, staff, and their immediate family members. Documentation including demographics and drug information will be provided to the Department following the event.
- c. The Centers for Disease Control and Prevention (CDC) retains title to all unused SNS medical materiel or portions thereof. The Recipient agrees to assist Department of State Health Services (DSHS) Health Services Region 1 (HSR1)



and/or the Department to reassemble locally all unused SNS medical materiel. The Recipient agrees to be responsible for storing unused medical materiel until it is returned to the RSS.

- d. A complete inventory manifest of all SNS medical materiel delivered will be provided to the Recipient. The Recipient agrees to maintain and provide copies of, or access to, records accounting for SNS medical materiel received, used, returned, or disposed of, to the DSHS HSR1 and/or to the Department.
- e. The Recipient is responsible for determining a dispensing site, developing a dispensing plan, establishing a clinic, and providing personnel needed to administer the medication, to the extent reasonably practicable under the circumstances, within 24 hours of notification by the Department.
- f. The Recipient will provide and maintain an after-hours emergency contact to the Department.
- g. The Recipient is responsible for attending POD training provided by the Department or a training of similar content.
- h. The Recipient is responsible for maintaining an estimated number of dosages needed and providing dosage requirements to the Department at least 24 hours prior to delivery to the extent reasonably practicable under the circumstances.
- i. All or portions of this document are confidential under Texas Government Code Chapter 418. To the maximum extent allowed by law, the Recipient agrees not to release this agreement outside the Recipient agency without consulting the Department.

#### **IV. Term**

This agreement becomes effective after approval by the governing bodies of the Recipient, the City, and the Department as indicated below. It may be canceled by either party by giving thirty days written notice to the other party, otherwise it remains in effect for five years and may be renewed by mutual agreement expressed in writing.

#### **V. Funding**

The Parties agree that if the governing body of any Party fails to budget sufficient funds for this Agreement, then this Agreement shall terminate as to that Party and the Party shall have no further obligation to any other Party.

#### **VI. Venue and Applicable Law**

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*.

#### **VII. Rights and Remedies Reserved**

The Parties reserve the right to exercise any right or remedy available to them 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 Parties shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

#### **VIII. Public Information**

This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (The "Texas Public Information Act") the same shall be of no force and effect.

#### **IX. No Personal Liability**

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.

#### **X. No Joint Enterprise**

This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

#### **XI. No Indemnifications by City**

The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the City is invalid.

#### **XII. 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 CITY OF LUBBOCK RETAINS ALL GOVERNMENTAL IMMUNITIES.



This Agreement executed this \_\_\_\_\_ of \_\_\_\_\_, 2024.

*STARCARE SPECIALITY HEALTHCARE SYSTEM:*

Signed by:

*Beth Lawson*

29DB7C82FE8F473...

Beth Lawson, StarCare Specialty Healthcare System

*CITY OF LUBBOCK*

\_\_\_\_\_  
Mark W. McBrayer, Mayor

*ATTEST:*

\_\_\_\_\_  
Courtney Paz, City Secretary

*APPROVED AS TO FORM:*

*Rachael Foster*

Rachael Foster, Assistant City Attorney

*APPROVED AS TO CONENT:*

*Katherine Wells*

Katherine Wells, Director of Public Health



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## Information

### Agenda Item

**Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Department of State Health Services (DSHS) Contract No. HHS001439500038, and all related documents, under the Center for Health Emergency Preparedness and Response Grant Program, by and between the City of Lubbock and the State of Texas, acting by and through DSHS.

### Item Summary

This is an existing grant through the Department of State Health Services (DSHS). The Public Health Emergency Preparedness Contract (PHEP) was initially awarded to the Public Health Department in 2003, from the Department of State Health Services. The purpose of this Grant Agreement is to perform activities in support of the PHEP Cooperative Agreement from the Centers for Disease Control and Prevention (CDC), in support of public health emergency preparedness.

Amendment No. 1 revises Section X, Federal Award Information and revises Attachment A, Project 2025 Statement of Work. These revisions are outlined in the contract.

The contract term is July 1, 2024, through June 30, 2025. This document requires an electronic signature

### Fiscal Impact

None

### Staff/Board Recommending

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

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## Attachments

Resolution  
Contract



**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Department of State Health Services (DSHS) Contract No. HHS001439500038, under the Center for Health Emergency Preparedness and Response Grant Program, by and between the City of Lubbock and the State of Texas, acting by and through DSHS, and all related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rachael Foster, Assistant City Attorney





**TEXAS**  
Health and Human  
Services

**Texas Department of State Health Services**

Jennifer A. Shuford, M.D., M.P.H.  
*Commissioner*

The Honorable Tray Payne, Mayor  
City of Lubbock  
PO Box 2000  
Lubbock, Texas 79401

Subject: Public Health Emergency Preparedness Contract  
DSHS Contract Number: HHS001439500038  
Contract Amendment No.: 1  
Contract Amount: \$288,016.00  
Contract Term: July 1, 2024, through June 30, 2025

Dear Mayor Payne:

Enclosed is the Public Health Emergency Preparedness grant agreement amendment (A.1) between the Department of State Health Services and City of Lubbock ("Grantee").

The purpose of this amendment is to revise Section X, Federal Award Information and revise Attachment A, Project FY2025 Statement of Work, to perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement from the Centers for Disease Control and Prevention ("CDC") in support of public health emergency preparedness.

Please let me know if you have any questions or need additional information.

Sincerely,

Jennifer Silva, CTCM  
Contract Manager  
512-776-6567  
[Jennifer.Silva@dshs.texas.gov](mailto:Jennifer.Silva@dshs.texas.gov)



## **ATTACHMENT A.1**

### **PROJECT FY2025 STATEMENT OF WORK**

#### **I. GRANTEE RESPONSIBILITIES**

Grantee shall:

- A.** Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement between the Centers for Disease Control and Prevention (“CDC”) and the Department of State Health Services (“System Agency”) to advance public health emergency preparedness.
- B.** Perform the activities required under this Contract in the following cities, counties, or groups of counties (cumulatively, Grantee’s “Jurisdiction”): Lubbock County.
- C.** Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D.** Coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee’s Jurisdiction. At minimum, the Grantee shall ensure at least three (3) of the following public health emergency preparedness capabilities are addressed on an annual basis:
  - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short-term and long-term.
  - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
  - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
  - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
  - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
  - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private



sector. This capability includes the routine sharing of information, as well as the issuing of public health alerts to all levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Non-pharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing non-pharmaceutical interventions in response to the needs of an incident, event, or threat. Non-pharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens, and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other



emergency responders during pre-deployment, deployment, and post-deployment.

15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

- E. Match funds awarded under this Grant Agreement with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions ("match") may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that apply to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 Code of Federal Regulations (CFR) 74.23 and 45 CFR 92.24, as amended.

Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as outlined in **ATTACHMENT B, PROJECT FY2025 BUDGET**. "Cash match" is defined as an expenditure of cash by the Grantee on allowable costs under this Grant Agreement that are borne by the Grantee. "In-kind match" is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Grant Agreement's project, and that are contributed by non-federal third parties without charge to the Grantee. The criteria for a match must:

1. Be an allowable cost under the applicable federal cost principle;
  2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
  3. Be verifiable within the Grantee's (or subgrantee's) records;
  4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
  5. Not be included as contributions toward any other federally assisted project or program (match can count only once);
  6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
  7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
  8. Be adequately documented;
  9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
  10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Grant Agreement term.
- F. In the event of a local, state, or federal emergency, System Agency will reimburse Grantee up to five percent (5%) of the total Grant Agreement award for its personnel costs in responding to an emergency event. Grantee shall maintain records to document the personnel time spent on response efforts for audit purposes. Within five (5) calendar days of the onset of the



emergency, Grantee shall notify the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, in writing of its implementation of this provision. The preapproval is required to ensure the emergency meets the conditions of the funding is the best course of action.

- G.** In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the Grantee's Jurisdiction, to the affected area of the state upon receipt of a written request from System Agency.
- H.** Coordinate activities and response plans within Grantee's Jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- I.** Inform System Agency in writing if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of System Agency's notification of an amended standard(s) or guideline(s). In such event, System Agency may terminate this Grant Agreement immediately or within a reasonable period of time, as determined by System Agency.
- J.** Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.
- K.** Have plans, processes, and training in place to meet NIMS compliance requirements.
- L.** When using volunteers during the Grant Agreement term, designate a Texas Disaster Volunteer Registry ("TDVR") State Emergency System for the Advanced Registration of Volunteer Health Professionals ("ESAR-VHP") System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.
- M.** Coordinate all planning, training, and exercises performed under this Grant Agreement with other Local Health Entities, the Texas Division of Emergency Management ("TDEM"), or other points of contact at the discretion of System Agency, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.
- N.** Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency's core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- O.** Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies by participating in all regional healthcare coalition meetings.



- P.** Fill any vacant positions within ninety (90) calendar days. Vacant positions existing after ninety (90) days may result in a decrease in funds. Grantee must report all position vacancies to their assigned System Agency Contract Representative each month until all positions are filled.
- Q.** Comply with all state and System Agency guidance and standards, including the following:
- Texas Grant Management Standards, located at the following URL,  
<https://comptroller.texas.gov/purchasing/grant-management/>.
- R.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
1. Texas Government Code Chapter 418;
  2. Public Law 116-22, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
  3. Public Law 109-417 Pandemic and All-Hazards Preparedness Act (“PAHPA”);
  4. Texas Health and Safety Code Chapter 81;
  5. Section 319 C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended; and
  6. 2 CFR Part 200.
- S.** Comply with all requirements related to purchases made with grant funds and uses of grant funds under this Grant Agreement. The requirements regarding purchases made with grant funds and uses of grant funds under this Grant Agreement include the following:
1. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.
  2. Grantee may not use funds made available under this Contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
  3. Grantee must initiate the purchase of all equipment approved in writing by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase equipment must be submitted to the assigned System Agency Contract Representative.
  4. At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement reverts to System Agency. Title may be transferred to another party at the sole discretion of System Agency. System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.



5. Grantee shall not use System Agency funds to lease buildings or real property without prior written approval from System Agency. Further, Grantee shall not use System Agency funds for the purchase of buildings or real property under any circumstance.
  6. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls.
  7. System Agency will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total Project FY amount, Grantee's budget may be subject to a decrease for the remainder of the Project FY.
- T.** Comply with requirements related to the cost reimbursement budget under this Grant Agreement. The cost reimbursement budget requirements include the following:
1. Grantee's approved cost reimbursement budget must document all approved and allowable expenditures.
  2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the System Agency Contract Representative, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification whether the requested expense is approved or denied.
  3. If needed, Grantee may revise the System Agency-approved cost reimbursement budget. The following requirements apply to budget transfers across budget categories:
    - a. Transferring funds between budget categories, other than the "Equipment" and "Indirect Cost" categories, is allowable with System Agency's written approval, but cannot exceed twenty-five percent (25%) of the total allotted amount during a Project FY. If the budget transfer(s) does exceed twenty-five percent (25%) of the total allotted amount during a Project FY, alone or cumulatively, in addition to System Agency's written approval, a formal Grant Agreement amendment is required;
    - b. Grantee may revise the "Equipment" and "Indirect Cost" budget categories, however any such revision requires System Agency's written approval and a formal Grant Agreement amendment; and
    - c. As stated in Section I(T)(3)(a) and I(T)(3)(b), if Grantee requests revisions to the cost reimbursement budget, it shall provide an email notification to the System Agency Contract Representative. The request must include a draft of the revised categorical budget, a summary of revisions being requested with the total percentage of funds being moved, and a justification of such revisions. System Agency will notify Grantee if its revision request is approved. Thereafter, System Agency will amend the Grant Agreement, if necessary, based on the criteria established in this Section I(T)(3). Grantee's proposed budget revision is not authorized, and funds cannot be utilized, until the Grant Agreement amendment is executed.
- U.** Comply with the reporting requirements and due dates established in this **ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK** and **SECTION VII, REPORTING REQUIREMENTS**, of the Contract Signature Document. Unless stated otherwise in this Grant Agreement, Grantee must submit the reports via Qualtrics, a web-based system, according to instructions provided by System Agency. Programmatic reports satisfy the information-sharing



requirements set forth in Texas Government Code, Sections 421.071 and 421.072(b) and (c). The reporting requirements include the following:

1. Grantee must prepare and submit an **Initial Work Plan** each Project FY and submit it to System Agency via Qualtrics, using a URL provided by System Agency. For Project FY2025, Grantee must submit the Initial Work Plan to System Agency by **January 1, 2025**.
2. Grantee must prepare and submit a **Jurisdictional Risk Assessment (JRA)** to System Agency via Qualtrics, using a URL provided by System Agency. For Project FY2025, Grantee must submit a Jurisdictional Risk Assessment to System Agency by **June 15, 2025**. Must include disproportionately impacted populations or access and functional needs. For FY24, previously completed JRAs can be submitted if they are not more than 5 years old. The next JRA will be due within the next 5 years from the submitted JRA date.
3. Grantee must prepare and submit a self-assessment on **Capacity Indicators** each Project FY via Qualtrics. For Project FY2025, Grantee must submit the Capacity Indicators Form to System Agency by **January 1, 2025**. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Capacity Indicators Form.
4. Grantee must prepare and submit a current **Multi-Year Integrated Preparedness Plan ("MYIPP")** each Project FY, which must include at least five (5) years of progressive exercise, planning and training, to System Agency via Qualtrics. For Project FY2025, Grantee must submit the MYIPP to System Agency by **May 1, 2025**. The MYIPP must be based on the results of the Grantee's training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:
  - a) Summary of the MYIPP Workshop;
  - b) The proposed location, month(s), and year(s) of future exercise(s);
  - c) The type(s) of future exercise(s) that will take place; and
  - d) The partnering entities.

MYIPP must include one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A).
5. Grantee must implement an exercise program to include three (3) discussion-based workshops or Tabletop exercises and one (1) Functional or Full-Scale Operational Exercise over the five (5) year Performance Period. This includes completing After Action Reports (AAR), Corrective Action and Improvement Plans. The exercises should utilize scenarios that meet your priority jurisdictional risks identified in the JRA. Submit the **After-Action Review/Improvement Plan ("AAR/IP")** for each exercise no later than 120 days after the exercise or by **June 30, 2029**, via Qualtrics.
6. For Project FY2025, the Grantee must submit the **Programmatic Mid-Year Performance Report** to the System Agency by **January 31, 2025**, via Qualtrics. The System Agency will provide a template to the Grantee, which will identify the information that the Grantee must provide in its Programmatic Mid-Year Performance Report.
7. For Project FY2025, the Grantee must submit the **Programmatic End-of-Year Performance Report** to the System Agency by **July 30, 2025**. The System Agency will



provide a template to the Grantee to identify the information that the Grantee must provide in its Programmatic End-of-Year Performance Report.

8. Grantee must submit biannual **Financial Status Reports (FSRs)**. Grantee's FSRs are due the last business day of the month following the end of each second Project FY quarter, and thirty (30) calendar days after each fourth Project FY quarter. The first FSR, for the period July 1, 2024, through December 31, 2024, is due by **January 31, 2025**. The second FSR, for the period January 1, 2025, through June 30, 2025, is due by **July 30, 2025**. Grantee shall electronically submit FSRs to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [fsrgrants@dshs.texas.gov](mailto:fsrgrants@dshs.texas.gov), with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. If the System Agency determines Grantee needs to submit FSR reports by mail or fax, Grantee must send the required information as follows:

- a. For submission by mail, use address below:

Department of State Health Services  
Claims Processing Unit  
P.O. Box 149347, MC 1940  
Austin, TX 78714-9347

- b. For submission by fax, use the number below:

(512) 458-7442

9. Grantee must maintain an inventory of equipment, supplies defined as "Controlled Assets" (see definition in the form titled, "DSHS Contractor's Property Inventory Report (Form GC-11)," link below), and real property. Grantee shall submit an annual cumulative report of the above stated items on Form GC-11, located at the following URL: <https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-management-section-prevention>. Grantee will submit the Form GC-11, via email, to [FSOequip@dshs.texas.gov](mailto:FSOequip@dshs.texas.gov), with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, no later than October 15th of each calendar year.
10. Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
11. The Grantee must immediately notify the System Agency in writing if the Grantee is legally prohibited from providing any report required under this Grant Agreement.

## **II. PERFORMANCE MEASURES**

- A. System Agency will monitor the Grantee's performance of this Statement of Work requirements and compliance with the Grant Agreement's terms and conditions.
- B. Grantee must adhere to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these requirements may result in the System Agency withholding a portion of the current Project



Fiscal Year PHEP base award.

- C. Upon request by the System Agency, the Grantee shall reasonably revise any performance measure to the System Agency's satisfaction and with the requirements outlined in this Grant Agreement.

### III. INVOICE AND PAYMENT

- A. Grantee shall request monthly payments by the last business day of the month following the month in which expenses were incurred and shall use the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) located at <http://www.dshs.texas.gov/grants/forms.shtm>. Grantee's final invoice will be due thirty (30) calendar days following the expiration date of the Grant Agreement. The System Agency will issue reimbursement payments to the Grantee monthly for reported actual cash disbursements supported by adequate documentation.

Invoice approval and payment is contingent upon receipt of adequate supporting documentation and submittal of acceptable supporting documentation by electronic mail to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov), with a copy to the assigned System Agency Contract Representative identified in the Signature Document.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
  2. DSHS Contract or Purchase Order number;
  3. Identification of service(s) provided;
  4. The total invoice amount; and
  5. Any additional supporting documentation that is required by this Statement of Work or as requested by System Agency.
- B. System Agency will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B, PROJECT FY2025 BUDGET**, of this Grant Agreement. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the Project FY.
- C. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total funds allotted per Project FY. All advances must be expended by the end of the Project FY. Advances not expended by the end of the Grant Agreement term must be refunded to the System Agency. System Agency may require the Grantee to repay all or part of advance funds at any time during the Grant Agreement term. However, if the advance has not been repaid before the last three (3) months of the Grant Agreement term, the Grantee must deduct at least one-third ( $1/3^{\text{rd}}$ ) of the remaining advance from each of the last three (3) months' reimbursement requests. If the advance is not repaid prior to the last three (3) months of the Grant Agreement term, System Agency will reduce the reimbursement request by one-third ( $1/3^{\text{rd}}$ ) of the remaining balance of the advance.



**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001439500038  
AMENDMENT No. 1**

The Department of State Health Services (“System Agency” or “DSHS”) and City of Lubbock (“Grantee”), who are collectively referred to as the "Parties," to that certain Public Health Emergency Preparedness (“PHEP”) grant contract, effective July 1, 2024, and denominated DSHS Contract No. HHS001439500038 “Contract”, now desire to amend the Contract.

**WHEREAS**, the System Agency wants to revise federal award information, reporting requirements and the statement of work.

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

1. **SECTION X. Federal Award Information**, of the Contract is deleted in entirety and replaced with the following:

**Federal Award Identification Number (FAIN):** NU90TU000053

- A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069, \$47,206,790.00
- B. Federal Award Date: 06/11/2024
- C. Federal Award Period: July 1, 2024 – June 30, 2029
- D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
- E. Federal Award Project Description: Texas DSHS Public Health Emergency Preparedness (PHEP) Cooperative Agreement.
- F. Awarding Official Contact Information:  
Ms. Kimberly Champion  
Grants Management Specialist  
(404) 498-4229  
qrf9@cdc.gov
- G. Total Amount of Federal Funds Awarded to System Agency: \$47,206,790.00
- H. Amount of Funds Awarded to Grantee: \$261,833.00
- I. Identification of Whether the Award is for Research and Development: No



2. **SECTION VII. Reporting Requirements**, of the Contract, is amended to add the following reports:

| <b>Report</b>  | <b>Frequency</b>   | <b>Project FY 2025 Due Date(s)</b>   | <b>DSHS Email or System to Submit Report</b>  |
|--|--|--|---|
| <b>Financial Status Report</b><br><br>(See SECTION I(U)(8) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)                  | The last business day of the month following the end of the second Project FY quarter AND thirty (30) calendar days after the fourth Project FY quarter.                   | January 31, 2025<br>July 30, 2025  | <a href="mailto:invoices@dshs.texas.gov">invoices@dshs.texas.gov</a> ; <a href="mailto:fsrgrants@dshs.texas.gov">fsrgrants@dshs.texas.gov</a> ; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement     |
| <b>Invoices/Requests for Reimbursement</b><br><br>(See SECTION III(A) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)       | The last business day of the month following the month in which expenses were incurred AND thirty (30) calendar days following the expiration date of the Grant Agreement. | August 30, 2024<br>September 30, 2024<br>October 31, 2024<br>November 29, 2024<br>December 31, 2024<br>January 31, 2025<br>February 28, 2025<br>March 31, 2025<br>April 30, 2025<br>May 30, 2025<br>June 30, 2025<br>July 30, 2025 | <a href="mailto:invoices@dshs.texas.gov">invoices@dshs.texas.gov</a> ; <a href="mailto:CMSinvoices@dshs.texas.gov">CMSinvoices@dshs.texas.gov</a> ; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement |
| <b>Property Inventory Report (Form GC-11)</b><br><br>(See SECTION I(U)(9) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)   | Once per Project FY  | October 15, 2024   | <a href="mailto:FSOequip@dshs.texas.gov">FSOequip@dshs.texas.gov</a> ; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement  |
| <b>Initial Work Plan</b><br><br>(See SECTION I(U)(1) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)                        | Once per Project FY  | January 1, 2025  | Qualtrics System  |
| <b>Capacity Indicators</b><br><br>(See Section I(U)(3) of Attachment A.1, Project FY2025 Statement of Work)                      | Once per Project FY  | January 1, 2025  | Qualtrics System  |
| <b>Programmatic Mid-Year Performance Report</b><br><br>(See SECTION I(U)(6) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK) | Once per Project FY  | January 31, 2025   | Qualtrics System  |



|  |                     |   |                  |
|--|---------------------|---|------------------|
| <b>Multi-Year Integrated Preparedness Plan (“MYIPP”)</b><br><br><b>(See SECTION I(U)(4) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)</b> | Once per Project FY | May 1, 2025   | Qualtrics System |
| <b>Jurisdictional Risk Assessment (JRA)</b><br><br><b>(See SECTION I(U)(2) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)</b>              | Once per Project FY | June 15, 2025   | Qualtrics System |
| <b>After-Action Review/Improvement Plan (“AAR/IP”)</b><br><br><b>(See SECTION I(U)(5) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)</b>   | Once per Project FY | No later than 120 days after the exercise or by June 30, 2029 | Qualtrics System |
| <b>Programmatic End-of-Year Performance Report</b><br><br><b>(See SECTION I(U)(7) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)</b>       | Once per Project FY | July 30, 2025   | Qualtrics System |

3. **ATTACHMENT A PROJECT FY2025 STATEMENT OF WORK** is deleted in its entirety and is replaced with **ATTACHMENT A-1 PROJECT FY2025 STATEMENT OF WORK**.
4. This Amendment No. 1 shall be effective as of the date last signed below.
5. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, shall remain in full force and effect.
6. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.
7. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE FOR AMENDMENT NO. 1**  
**DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001439500038**

**DEPARTMENT OF STATE HEALTH SERVICES    CITY OF LUBBOCK**

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date of Execution: \_\_\_\_\_

Date of Execution:\_\_\_\_\_

**THE FOLLOWING ATTACHMENT IS ATTACHED TO THIS AMENDMENT AND INCORPORATED AND  
MADE A PART OF THE CONTRACT FOR ALL PURPOSES:**

**ATTACHMENT A-1 PROJECT FY2025 STATEMENT OF WORK**



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## Information

### Agenda Item

**Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Consultant Contract for Transit Services, by and between the Lubbock Metropolitan Planning Organization (LMPO) and the City of Lubbock/Citibus, to produce reports for LMPO that satisfy standards required by federal agencies.

### Item Summary

This Consultant Contract for Transit Services is between the Lubbock Metropolitan Planning Organization (MPO) and the City of Lubbock/Citibus. The contract is for \$60,700 for services to be provided by Citibus for the Lubbock MPO. Citibus will produce reports based on the collection of new data or update existing reports to satisfy “maintenance of eligibility” standards as required by federal agencies. Named reports include but are not limited to:

- Technical Study Report
- National Transit Database reporting and related data collection and analysis
- Grant application preparation
- Federal Financial Status reports
- Federal Milestone Status reports
- DBE program preparation and reports
- Safety and Security Plan update

The term of the contract is October 1, 2024, through September 30, 2026.

### Fiscal Impact

The contract amount of \$60,700 is included in the FY 2025 Citibus Budget. Acceptance of this contract will result in no additional cost to the City of Lubbock.

### Staff/Board Recommending

Bill Howerton, Deputy City Manager  
Chris Mandrell, General Manager of Citibus  
Lubbock Public Transit Advisory Board

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## Attachments

Resolution - MPO/Citibus Consultant Contract  
MPO/Citibus Consultant Contract FY 25



**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 Consultant Contract for Transit Services, including Collaborative Passenger Data Collection, Public Information Dissemination, and System Operational Planning, by and between the City of Lubbock and the Lubbock Metropolitan Planning Organization, 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:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney



**Lubbock Metropolitan Planning Organization  
Consultant Contract For Transit Services**

This Consultant Contract for Transit Services (the “Contract”) is made, entered, and executed by and between the Lubbock Metropolitan Planning Organization, the designated Metropolitan Planning Organization of the Lubbock urbanized area (the “MPO”), and the City of Lubbock, a Texas municipal corporation (the “Consultant”), (each a “Party,” and collectively, the “Parties”), acting by and through their duly authorized officers or representatives.

**W I T N E S S E T H**

**WHEREAS**, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area and has executed an agreement to effectuate the designation; and,

**WHEREAS**, pursuant to the Governor’s designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

**WHEREAS**, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

**WHEREAS**, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in Subtasks 3.2 (Collaborative Passenger Data Collection and Public Information Dissemination) and 3.3 (System Operational Planning), of the 2025 – 2026 Unified Planning Work Program, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal; and

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, and agreements of the Parties hereto, the MPO and the Consultant do mutually agree as follows:

**A G R E E M E N T**

**Article 1. Term**

This Contract becomes effective when fully executed by the Parties, or on October 1, 2024, whichever occurs later, and shall terminate upon the MPO’s final approval of the work completed by the Consultant, or on September 30, 2026 whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided (the “Term”).

**Article 2. Responsibilities of the Parties**

The Consultant shall undertake and complete the tasks described in Exhibit A, Scope of Services, and in accordance with all terms and conditions of this Contract (the “Services”). The MPO shall provide assistance as appropriate and as specified in said Exhibit A, including approval of all work.



### **Article 3. Compensation**

The maximum amount payable under this Contract shall not exceed the amount of **Sixty Thousand Seven Hundred Dollars (\$60,700.00) PER YEAR**. The MPO may make partial proportionate payments of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in this Article 3, Compensation. To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in Exhibit A. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

#### **Article 3.1 Consideration**

The consideration to be paid for the Services shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the Parties.

#### **Article 3.2 Basis for Compensation**

It is understood by the MPO that in some cases the tasks listed in Exhibit A are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the fifteenth (15<sup>th</sup>) day of each month a detailed description of the task as described in Task 3.2 (Collaborative Passenger Data Collection and Public Information Dissemination) and 3.3 (System Operational Planning) completed including at a minimum:

- (1) The number of man-hours used to perform the task;
- (2) Cost per man-hours which includes but not limited to product or software
- (3) Any other cost associated with producing the task;
- (4) An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Planning Area (MPA);
- (5) Completed timesheets of the individuals working on each task that are used to seek reimbursement;
- (6) Total amount of reimbursement sought for the tasks' and
- (7) Procurement of equipment necessary for software needs to complete tasks.

#### **Article 3.3 Funding**

The Parties agree that funds from which payments under this Contract shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide the Consultant with seven (7) days notice thereof, and the Consultant shall immediately discontinue all activities in progress pursuant to this Contract.

### **Article 4. Contract Amendments**

Significant changes in the terms and conditions of this Contract can be made only by written amendment executed by the Parties prior to the changes being made.



**Article 5. Additional Work**

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of Services and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the Term.

**Article 6. Changes in Work**

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5. If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

**Article 7. Inspection of Work**

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**Article 8. Disputes**

The Parties shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. The Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

**Article 9. Noncollusion**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. The Consultant shall also certify that it has not lobbied any federal officer or employee for awarding this contract pursuant to the certification as Appendix B.

**Article 10. Reporting**

The Consultant shall submit quarterly performance reports that provide as a minimum:

- (1) A comparison of actual accomplishments to the goals established for the period;
- (2) Reasons why established goals were not met, if appropriate; and



- (3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within ninety (90) days after completion of the Contract. The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

- (1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and
- (2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

#### **Article 11. Records**

The Consultant agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the Term and for three (3) years from the date of final payment under the Contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **Article 12. Subcontracts**

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO. Subcontracts in excess of twenty-five thousand dollars (\$25,000) shall contain all required provisions of this Contract.

#### **Article 13. Termination**

Either Party to this Agreement may terminate this Contract in part or in whole at any time before the date of completion whenever it is determined that the other Party has failed to comply with the conditions of the Contract. The terminating Party shall give written notice to the other Party at least seven (7) days prior to the effective date of termination and specify the effective date of termination and the reason for termination. If the Parties agree that the continuation of the Contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the Parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Upon termination of this Contract, whether for cause or at the convenience of the Parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use. The MPO shall compensate the Consultant for those eligible expenses incurred during the Term which are directly attributable to the completed portion of the Services, provided that the completed portion of the Services has been in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.



**Article 14. Remedies**

Violation or breach of this Contract by either Party shall be grounds for termination of the Contract. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

**Article 15. Compliance With Laws**

The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

**Article 16. Successors and Assigns**

The MPO and the Consultant each binds itself, its successors, executors, assigns, and administrators to the other Party to this Contract and to the successors, executors, assigns, and administrators of such other Party in respect to all covenants of this Contract. The Parties shall not assign, sublet, or transfer any interest in this Contract without the written consent of both Parties.

**Article 17. Ownership of Documents**

Upon completion or termination of this Contract, all documents prepared by the Consultant or furnished to the Consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this Contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

**Article 18. Signatory Warranty**

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which the signatory has executed this Contract and that the signatory has full and complete authority to enter into this Contract.

**Article 19. Consultant Resources**

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of the Services. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the Services. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

**Article 20. Equal Employment Opportunity**

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

**Article 21. Nondiscrimination**

During the performance of this contract, the Consultant, its assigns and successors in interest, agree as follows:



- (1) *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;
  - B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
  - C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
  - D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
  - E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
  - F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
  - G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
  - H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- (2) *Nondiscrimination:* The Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- (4) *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation



or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) *Sanctions for Noncompliance:* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the State Department of Highways and Public Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:
- A. withholding of payments to the Consultant under the Contract until the Consultant complies, or
  - B. cancellation, termination, or suspension of the Contract in whole or in part.
- (6) *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **Article 22. Minority Business Enterprises**

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this Contract as follows:

- (1) The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts; and
- (2) The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of Contract and, after the notification of the MPO, may result in termination of the Contract by the MPO or other such remedy as the MPO deems appropriate.

## **Article 23. Delinquent Tax Certification**

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter



171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

**Article 24. Debarment/Suspension**

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at Appendix A.

**Article 25. Clean Air Act: Air Pollution Prevention & Control**

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134). The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

**Article 26. Buy America/Cargo Preference**

To the extent the requirements might apply, the Consultant agrees that it will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 in this Contract. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 in this Contract.

**Article 27. Independent Contractor**

It is understood and agreed that the Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and the Consultant hereby warrants to the MPO that the Services shall be so performed. Further, the Consultant is and shall be considered at all times an independent contractor under this Contract. During the performance of the Services, the Consultant and the Consultant's employees will not be considered, for any purpose, employees or agents of the MPO 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 28. Credit and Disclaimer Statement**



Pursuant to requirements of 23 USC Section 104(f), the Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this Contract:

*"The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."*

**Article 29. Miscellaneous**

Any notice required by this Contract shall be deemed to be properly served, if:

- (1) provided in person or by telephonic facsimile; or
- (2) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

Notice shall be given to:

|  |   |
|--|---|
| <b>For MPO:</b><br>H. David Jones,<br>Transportation Planning Director<br>Lubbock Metropolitan Planning Organization<br>916 Main Street, Suite 1210<br>Lubbock, Texas 79401<br>Facsimile: (806) 775-1675<br><br><b>w/ copy to:</b><br>Slater Elza<br>Underwood Law Firm<br>P.O. Box 16197<br>Lubbock, Texas 79490<br>Facsimile: (806) 793-1723 | <b>For Consultant:</b><br>City Secretary<br>City of Lubbock<br>P.O. Box 2000<br>Lubbock, Texas 79457<br>Facsimile: (806) 775-3983<br><br><b>w/ copy to:</b><br>Chris Mandrell<br>801 Texas Ave.<br>POB 2000<br>Lubbock, TX 79457<br>Facsimile: (806) 712-2012 |
|--|---|

**Article 30. VENUE**

**THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS CONTRACT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.**

**Article 31. Entire Agreement**

This Contract represents the entire and sole agreement between the MPO and the Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings,



representations, or other agreements, whether written or oral. This Contract may not be modified or amended except in writing and duly executed by the Parties.

**Article 32. No Joint Venture**

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership, or principal-agent relationship between the Consultant and the MPO.

**Article 33. Savings Provision**

If any provision of this Contract is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the Parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Contract, and this Contract shall continue in force and effect as if such provision had not been included in this Contract.

**Article 34. No Third Party Beneficiaries**

Nothing in this Contract shall be construed to provide any rights or benefits whatsoever to any party other than the MPO and the Consultant.

**Article 35. Authority**

The Consultant represents and warrants to the MPO that it has taken all actions necessary to authorize the signatory executing this Contract to bind, in all respects, the Consultant to all terms and provisions of this Contract and that such person possesses authority to execute this Contract and bind the Consultant hereto.

**Article 36. Non-Arbitration**

The Consultant 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 Consultant 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. If any conflict exists between this provision and another provision in or related to this Contract, the former shall control.

**Article 37. International Warranties**

The Parties warrant that each complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) Neither Party boycotts Israel; and, that (2) Neither Party will boycott Israel during the term of the Agreement. Additionally, the Parties recognize that Texas Senate Bill 252 prohibits the City of Lubbock from entering into a contract with a vendor that is identified by the Texas Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan, or a foreign terrorist organization.



## SIGNATURES

IN WITNESS WHEREOF, the Parties hereby execute this Contract by their duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR MPO:

FOR CONSULTANT:

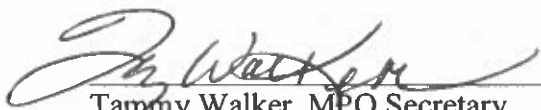


Chris Mandrell, Chair  
Transportation Policy Committee

Mark W. McBrayer  
Mayor, City of Lubbock

ATTEST:

ATTEST:

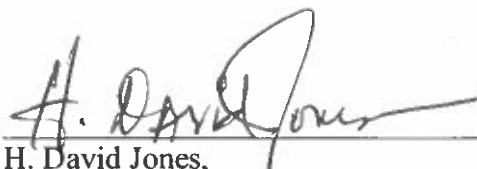


Tammy Walker, MPO Secretary

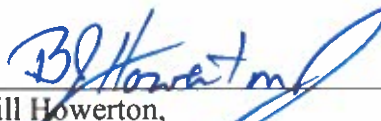
Courtney Paz, City Secretary

AS TO CONTENT:

AS TO CONTENT:

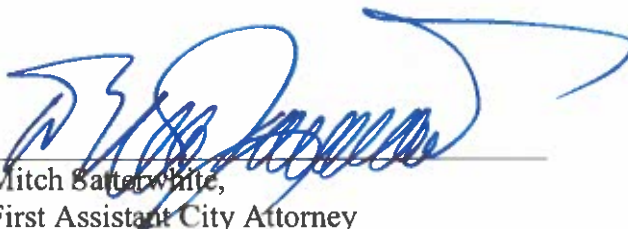


H. David Jones,  
Transportation Planning Director



Bill Howerton,  
Deputy City Manager

AS TO FORM:



Mitch Satterwhite,  
First Assistant City Attorney



## **EXHIBIT A: Scope of Services**

### **Transit Services**

The following items shall be included in the scope of services to be rendered by the Consultant pursuant to this Contract (the “Project”). It is understood and agreed that unless this Contract is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after September 30, 2026, and that the Project shall be completed in full before said date except as otherwise provided for in this Scope of Services.

The stated purpose of the Project is to produce new reports based on the collection of new data or update existing reports to satisfy “maintenance of eligibility” standards as required by federal agencies. Named reports include but are not limited to the following:

1. Technical Study Report (annually);
2. National Transit Database reporting and related data collection and analysis (monthly/annually);
3. Grant application preparation (as required);
4. Federal Financial Status reports (monthly);
5. Federal Milestone Status Reports (quarterly);
6. DBE program preparation and reports (annually); and
7. Safety and Security Plan update (annually).

Contingent upon funding and staff availability, this year’s projects could also include the following requisite documents to support Citibus planning and compliance efforts:

Passenger Marketing Survey – survey would seek passenger feedback on topics such as trip purpose, travel times, methods of payment, the cost of fares/passes, and utilization of Citibus services, as well as age, race, income, home language, and educational level. This information would be used for route planning and consideration of service changes, as requested by Title VI program. The Project would be completed with available staff resources.

At the conclusion of this Scope of Services, the Consultant will be able to continue to provide the technology to support long and short range planning activities including data collection and analysis, federal reporting, and demographic analysis.

All subtasks set out in this Scope of Services shall be complete on or before September 30, 2026 unless extended by the Technical Advisory Committee and approved in the following year’s Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.



Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

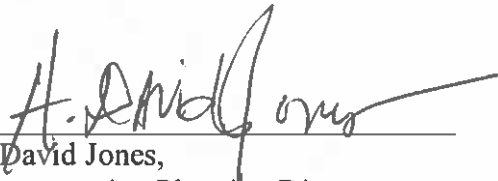
The Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.


The Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

The Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, and the Transportation Improvement Program as required by law and policies of the various stakeholders.

**APPROVED:**

  
\_\_\_\_\_  
H. David Jones,  
Transportation Planning Director

  
\_\_\_\_\_  
Bill Howerton,  
Deputy City Manager



**APPENDIX A: DEBARMENT CERTIFICATION  
(Negotiated Contracts)**

- (1) City of Lubbock, as the **CONSULTANT**, certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default.
- (2) Where the **CONSULTANT** is unable to certify to any of the statements in this certification, such **CONSULTANT** shall attach an explanation to this certification.

\*Federal, State, or local

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Mark W. McBrayer, Mayor

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Date



**APPENDIX B: CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

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

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Mark W. McBrayer, Mayor

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Date



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## Information

### Agenda Item

**Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute an amendment to the Memorandum of Understanding among the Lubbock Metropolitan Planning Organization, the Texas Department of Transportation, and Citibus, to add reference to the Transit Asset Management Plan and the Public Transportation Agency Safety Plan to satisfy Federal Transit Administration guidance.

### Item Summary

The purpose of the amendment to the Memorandum of Understanding (MOU) among the Lubbock Metropolitan Planning Organization, The Texas Department of Transportation, and Citibus is to add reference to the Transit Asset Management Plan (TAM) and the Public Transportation Agency Safety Plan (PTASP), per Federal Transit Administration guidance.

The MOU was first approved by the City Council in May 2018. The purpose of the MOU was to make provisions for cooperative mutual responsibilities in carrying out the Metropolitan Planning Process and Performance Based Planning and Programming in the Lubbock Metropolitan Planning Area, and to provide a single agreement between the State of Texas acting through the Texas Department of Transportation (TxDOT), Lubbock MPO, and the City of Lubbock dba the Public Transportation Operator, in accordance with current Federal Legislation as required by 23 CFR 450.314.

### Fiscal Impact

None

### Staff/Board Recommending

Bill Howerton, Deputy City Manager  
Chris Mandrell, General Manager of Citibus  
Lubbock Public Transit Advisory Board

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## Attachments

Resolution - MOU Amendment - MPO/Citibus/TxDOT  
MOU Amendment - MPO/Citibus/TxDOT



## RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to the Memorandum of Understanding among Lubbock Metropolitan Planning Organization (MPO), Texas Department of Transportation (TxDOT), and the City of Lubbock dba the Public Transportation Operator (Citibus), by adding reference to the Transit Asset Management Plan (TAM) and the Public Transportation Agency Safety Plan (PTASP) per Federal Transit Administration guidance, 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:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney





## **Lubbock Metropolitan Planning Organization**

**Working Together**



**Resolution 2024-07**  
**Amending the Memorandum of Understanding**  
**among the Lubbock Metropolitan Planning Organization (MPO),**  
**the Texas Department of Transportation (TxDOT), and the**  
**City of Lubbock dba the Public Transportation Operator (Citibus)**  
**by adding reference to the Transit Asset Management (TAM) Plan**  
**and the Public Transportation Agency Safety Plan (PTASP)**  
**to satisfy Federal Transit Administration guidance.**

**WHEREAS**, the Fixing America's Surface Transportation Act (FAST Act) promulgated regulations 23 CFR 450.314 stipulating that MPO's; the State, and public transportation providers shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in a written agreement; and

**WHEREAS**, federal regulations require the MPO, the State, and the public transit provider to jointly agree upon procedures for cooperatively developing and showing information related to transportation performance data and selection of performance targets and measures and the reporting of performance targets and measures used in tracking attainment of critical outcomes for the MPO planning area boundary (MPA).

**NOW THEREFORE, BE IT RESOLVED AMONG THE TRANSPORTATION POLICY COMMITTEE OF THE LUBBOCK MPO, THE TEXAS DEPARTMENT OF TRANSPORTATION – LUBBOCK DISTRICT, AND THE CITY OF LUBBOCK DBA THE PUBIC TRANSPORTATION OPERATOR (CITIBUS):**

**Section 1: That;** Subsection i, Section 5 Responsibilities of the Public Transit Operator, be deleted in its entirety and replaced with the following:

- i. Establish Transit Asset Management Plan (TAM) performance targets and measures and Public Transportation Agency Safety Plan (PTASP) performance targets and measures and provide that data to the MPO pursuant to guidance and to the FHWA and FTA as applicable. The public transportation operator shall also track and report performance results to the MPO pursuant to guidance and to the FHWA and FTA as applicable.



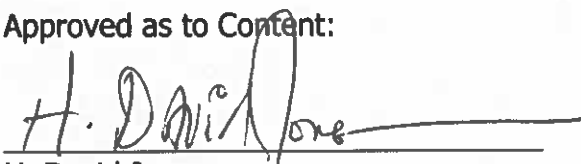
**Passed and adopted by the Transportation Policy Committee on this, the 20th Day of August 2024.**

  
Chris Mandrell, Chair,  
Transportation Policy Committee of the  
Lubbock Metropolitan Planning Organization

Attest:

  
Tammy Walker, MPO Secretary

Approved as to Content:

  
H. David Jones  
Transportation Planning Director

Approved as to form:

  
Slater Elza  
Attorney for the MPO



May 24, 2018

**RESOLUTION**

**WHEREAS**, the Fixing America's Surface Transportation Act (the "FAST Act") promulgated regulations 23 CFR 450.314; and

**WHEREAS**, the purpose of this agreement is to make provisions for cooperative mutual responsibilities in carrying out the metropolitan transportation planning process in the Lubbock Metropolitan Planning Organization (the "MPO") metropolitan planning area and to provide a single agreement between the State, the MPO, and public transportation operators in accordance with 23 CFR 450.314; and

**WHEREAS**, 23 CFR 450.314 further requires that the MPO, the State, and public transportation operators cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in clearly identified written agreements between the MPO, the State, and public transportation operators serving the metropolitan planning area; and

**WHEREAS**, it is recommended that to the extent possible, a single agreement between all responsible parties be developed to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan according to 23 CFR 450.322, the Metropolitan Transportation Improvement Program according to 23 CFR 450.324, the Unified Planning Work Program (the "UPWP") according to 23 CFR 450.314, and development of the annual listing of obligated projects according to 23 CFR 450.332; and

**WHEREAS**, the public transportation operator for the urbanized area of the City of Lubbock is the City of Lubbock; and **NOW, THEREFORE,**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Agreement between the City of Lubbock, the MPO's Transportation Policy Committee, and the Texas Department of Transportation, to make provisions for cooperative mutual responsibilities and to specify that the UPWP will detail and document the mutual and separate responsibilities, deliverables, and associated costs as required by federal laws. Said Memorandum of Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on May 24, 2018.



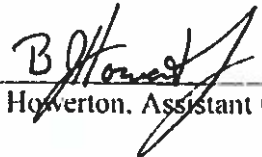
JEFF GRIFFITH, MAYOR PRO TEM



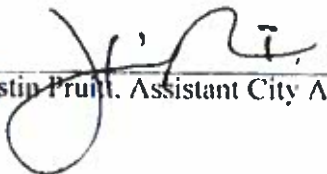
**ATTEST:**

  
\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Bill Howerton, Assistant City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Justin Pruitt, Assistant City Attorney



**MEMORANDUM OF UNDERSTANDING  
AMONG  
THE LUBBOCK METROPOLITAN PLANNING ORGANIZATION ("MPO"),  
THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") AND  
THE CITY OF LUBBOCK dba PUBLIC TRANSPORTATION OPERATOR (CITIBUS)**

**WHEREAS**, the Fixing America's Surface Transportation Act (FAST Act) promulgated regulations 23 CFR 450.314, and

**WHEREAS**, the MPO, the State and the Public Transportation Operator(s) are required by 23 CFR 450.314 to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process, and

**WHEREAS**, these responsibilities shall be clearly identified in written agreements among the MPO, the State and the Public Transportation Operator(s) serving the Metropolitan Planning Area (MPA), and

**WHEREAS**, to the extent possible, a single agreement between all responsible parties should be developed, and

**WHEREAS**, the federal regulations require the written agreement to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan (MTP) (§450.322), the metropolitan Transportation Improvement Program ("TIP") (§450.324), the Unified Planning Work Program (UPWP) (§450.314) and development of the annual listing of obligated projects (APL) (§450.332).

**WHEREAS**, the federal regulations require that the MPO, State DOT, and the public transit provider shall jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance measures to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).

**NOW THEREFORE**, the parties agree as follows:

1. **Purpose.** It is the purpose of this Memorandum of Understanding (MOU) to make provision for cooperative mutual responsibilities in carrying out the Metropolitan Planning Process and Performance Based Planning and Programming in the Lubbock MPA and to provide a single agreement between the State of Texas acting through the Texas Department of Transportation (TxDOT), Lubbock MPO, and the City of Lubbock dba the Public Transportation Operator(s) in accordance with current Federal Legislation and as required by 23 CFR 450.314.

2. **Responsibilities of all parties.**

All parties will:

- a. Cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in a performance based planning format and final



- form. Decide upon and adopt performance targets for this planning process in accordance with Federal and State requirements and guidance.
- b. Make provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan ("MTP"), TIP, and UPWP.
  - c. Ensure TxDOT, the Public Transportation Operator(s) and the MPO cooperatively develop a listing of projects that comprehensively address the transportation system within the MPO boundaries. Identified projects shall include both roadway and transit initiatives, including but not limited to investments in pedestrian walkways and bicycle transportation facilities for which federal funds were obligated in the preceding fiscal year.
  - d. Ensure that the UPWP will detail and document these responsibilities, deliverables and associated costs.

### **3. Performance Based Planning & Programming**

- a. Developing transportation performance data
  - i. TxDOT will provide the MPO with a subset for their MPA of the state performance data used in developing statewide targets.
  - ii. If an MPO chooses to develop their own target for any measure, they will provide TxDOT with any supplemental data they utilize in association with the target-setting process.
- b. Selection of transportation performance targets
  - i. TxDOT will develop draft statewide federal performance targets in coordination with the applicable MPOs. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. MPOs shall be given an opportunity to provide comments on statewide targets one month prior to final statewide targets adoption.
  - ii. If the MPO chooses to adopt their own target for any measure, it will develop draft MPO performance targets in coordination with TxDOT. Coordination methods will be at the discretion of the MPO, but TxDOT shall be provided an opportunity to provide comments on draft MPO performance targets prior to final approval.
- c. Reporting of performance targets
  - i. TxDOT performance targets will be reported to FHWA and FTA, as applicable. The MPO will be notified when TxDOT has reported final statewide targets.
  - ii. MPO performance targets will be reported to TxDOT.



1. For each target, the MPO will provide the following information no later than 180 days after the date TxDOT or the Public Transportation Operator establishes performance targets, or the date specified by federal code:

- a. Written agreement to plan and program projects so that they contribute toward the accomplishment of TxDOT or Public Transportation Operator performance target, or;
  - b. Written notification that the MPO will set a quantifiable target for that performance measure for the MPO's planning area.
    - i. If a quantifiable target is set for the MPO planning area, the MPO will provide any supplemental data used in determining any such target.
  - c. Documentation of the MPO's target or support of the statewide or relevant public transportation provider target will be provided in the form of a resolution or meeting minutes.
- iii. TxDOT will include information outlined in 23 CFR 450.216 (f) in any statewide transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.218 (q) in any statewide transportation improvement program amended or adopted after May 27, 2018.
- iv. The MPO will include information outlined in 23 CFR 450.324 (f) (3-4) in any MTP amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.326 (d) in any TIP amended or adopted after May 27, 2018.
- v. Reporting of targets and performance by TxDOT and the MPO shall conform to 23 CFR 490, 49 CFR 625, and 49 CFR 673 (upon enactment).
- d. Reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO
- i. TxDOT will provide the MPO with an update of the subset for their MPA of the state performance data used in developing statewide targets including prior performance data.
- e. The collection of data for the State asset management plans for the NHS
- i. TxDOT will be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS.

#### **4. Responsibilities of the MPO**

The MPO will:

- a. Work in consultation with Public Transportation Operator(s) and TxDOT in developing the financial plan for the MTP.



- b. Work in consultation with Public Transportation Operator(s) and TxDOT in developing the financial plan for the TIP.
- c. Conduct Technical Committee and Policy Board meetings as required and necessary.
- d. In consultation with Public Transportation Operator(s) and TxDOT, update the MTP and TIP in accordance with State and Federal laws.
- e. Invite Transit Districts to participate in all public participation processes.
- f. Conduct comprehensive, cooperative and continuous transportation planning for the Lubbock MPA.
- g. Establish necessary transportation performance targets, share information related to the performance data, and document the reporting of performance to be used in tracking progress toward attainment of critical outcomes within the MPO MPA, if the MPO elects to develop quantifiable targets for performance measures for the MPO's planning area.

**5. Responsibilities of the Public Transportation Operator(s)**

The Public Transportation Operator(s) will:

- a. Work in consultation with the MPO in developing short-range and long-range plans for transit for inclusion in the MTP and TIP. The public transportation operator will perform all transit-planning activities as required by applicable Federal, State and local laws and regulations within the MPO metropolitan planning area (MPA) boundary.
- b. Assist in validation of data used as input into the transportation plan. It is agreed by the parties that the MPO and the City will work together to ensure that transit-planning activities are carried out in a cooperative, continuing and comprehensive manner.
- c. Work in consultation with the MPO and TxDOT in developing the financial plan for the MTP. In order to make provisions for cooperatively developing and sharing information related to the development of financial plans that support the MTP and the TIP, it is agreed by the parties that the City will assist the MPO in preparing documents and reports necessary to satisfy Federal, State and local laws and regulations. As a minimum this shall include the Metropolitan Transportation Plan, the Transportation Improvement Program, the Public Participation Policy and the Unified Planning Work Program. The City shall also provide a copy of its annual Technical Study to the MPO when it is completed.
- d. Work in consultation with the MPO and TxDOT in developing the financial plan for the TIP. It is also agreed that the City will provide information necessary to the MPO in order for the MPO to satisfy applicable Federal, State and local laws and regulations. The City shall also provide demographic information as requested by the MPO concerning ridership.
- e. Provide the MPO with the annual list of obligated transit projects.



- f. Serve on the MPO Technical Committee and Policy Board as applicable.
- g. Notify the MPO of changes to projects that would affect the MTP or TIP.
- h. Invite the MPO to participate in all public participation processes.
- i. Establish transit asset management performance targets and share with the MPO and other interested parties.
- j. In order to detail and document these responsibilities, deliverables, and associated costs in the Unified Planning Work Program (UPWP):
  - i. The MPO will provide necessary support and information to the City that will assist it in carrying out its responsibilities as outlined in this agreement provided the work is included in the MPO's Unified Work Planning Program (UPWP).
  - ii. The MPO and the City will enter into a service agreement prior to October 1 of each year outlining the services that the City will perform for the MPO during the upcoming Fiscal Year and the respective costs for those services. These services must be shown in the approved MPO Unified Planning Work Program. This service agreement becomes a part of this overall Memorandum of Agreement upon execution by both parties.
- k. The City agrees to provide staff to attend any public meeting that the MPO may schedule during the revision of any of the above documents to answer questions concerning transit by citizens. The MPO, will, to the greatest extent possible, coordinate meetings scheduled with City staff.
  - i. The City will provide to the MPO agendas and background material for all meetings of the Lubbock Public Transit Advisory Board as well as any public hearing or other officially called meetings. The MPO will provide staff members to attend meetings of the Lubbock Public Transit Board.
  - ii. The City shall have representatives on the MPO's Transportation Policy Committee and Transportation Advisory Committee.

**6. Responsibilities of TxDOT.**

- a. Work in consultation with Public Transportation Operator(s) and the MPO in developing the financial plan for the TIP and MTP.
- b. Assist in the validation of data used as input into the transportation plan.
- c. Provide the MPO with the annual list of obligated projects. The State, the City (acting as the public transportation operator), and the MPO shall cooperatively develop a listing of projects (including investments in pedestrian walkways and bicycle transportation facilities) for which funds under 23 U.S.C. or 49 U.S.C. Chapter 53 were obligated in the preceding program year.



- d. Serve on the MPO Technical Committee and Policy Board.
  - e. Notify the MPO of changes to projects that would affect the MTP or TIP.
  - f. In consultation with the MPO and Transit District, update the MTP and TIP in accordance with State and Federal laws.
  - g. Work in consultation with the MPO and Public Transportation Operator(s) in developing short-range and long-range plans for transit for inclusion in the MTP and TIP.
7. **Term.** This Memorandum shall become effective as to each Party when fully executed by all parties. It shall remain in full force and effect until such time it is terminated in writing by one or all of the parties.
8. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this MOU, then the legal limitations are made a part of this MOU and shall operate to amend this MOU to the minimum extent necessary to bring this MOU into conformity with the requirements of the limitations, and so modified, this MOU shall continue in full force and effect.
9. **Governing Law and Venue.** This MOU shall be governed by the laws of the State of Texas. Venue for an action arising under this MOU shall lie exclusively in Travis County, Texas.
10. **Severability.** If a provision contained in this MOU is held invalid for any reason, the invalidity does not affect other provisions of the MOU and can be given effect without the invalid provision, and to this end, the provisions of this MOU are severable.


(SIGNATURE PAGE TO FOLLOW)



EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law.

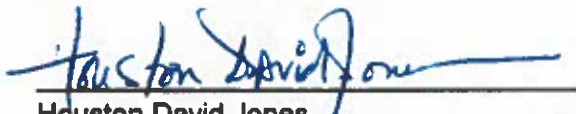
  
Maurice Pearl, Chairperson  
Transportation Policy Board

Date: 4/17/18

  
Steve Warren  
District Engineer  
Texas Department of Transportation

Date: 4-20-18

**APPROVED AS TO CONTENT:**

  
Houston David Jones  
Director, Lubbock  
Metropolitan Planning Organization

Date: April 17, 2018

**APPROVED AS TO FORM:**

  
Matthew Wade  
Attorney for the MPO

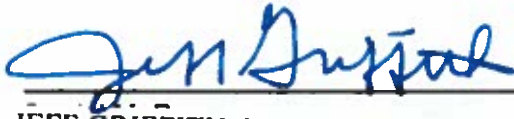
Date: 4/23/18

(SIGNATURES FOR CITY OF LUBBOCK TO FOLLOW)

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FOR THE CITY OF LUBBOCK:



JEFF GRIFFITH, MAYOR PRO TEM

Date: 5/24/2018

ATTEST:

 for

Rebecca Garza, City Secretary

Date: 5/24/2018

APPROVED AS TO CONTENT:



W. Jarrett Atkinson,  
City Manager, City of Lubbock

Date: 5/17/18

APPROVED AS TO FORM:



Justin Pruitt  
Assistant City Attorney

Date: 5/24/2018



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## Information

### Agenda Item

**Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Transportation Development Credit Agreement, TxDOT Project # TDC 2501 (05), with the Texas Department of Transportation, to reallocate Transportation Development Credits (TDCs), and to extend the grant time period the TDCs can be used as a local match.

### Item Summary

TxDOT is reallocating 4,500 Transportation Development Credits (TDCs) to the City of Lubbock/Citibus. The new Transportation Development Credit Agreement reallocates the remaining TDCs that were awarded in a previous agreement, TDC-2016-LUBBOCK-00222, and extends the grant time period that the TDCs can be used as local match for the remaining funds in the FY 2017 Federal Section 5339(c) Low or No Emission Bus Program Grant.

The Transportation Development Credits are awarded at the discretion of the Texas Transportation Commission, and are awarded to various public transportation agencies to assist with the match of Federal funds for capital projects. Due to the use of TDCs the remaining funds in the FY 2017 Section 5339(c) Low or No Emission Bus Program Grant will not require a local match by the City of Lubbock.

The agreement becomes effective when fully executed by both parties, and will remain in effect until December 31, 2025.

TxDOT requires all grants to be executed electronically.

### Fiscal Impact

Transportation Development Credits will be used as local match for a Federal grant. Acceptance of this agreement will result in no additional cost to the City of Lubbock.

### Staff/Board Recommending

Bill Howerton, Deputy City Manager  
Chris Mandrell, General Manager of Citibus  
Lubbock Public Transit Advisory Board

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## Attachments

Resolution - TDC Agreement 2501(05)- FY 17 Section 5339c  
TxDOT TDC Agreement #TDC 2501 (05)



**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 Transportation Development Credits (TDC) Agreement for the provision of State funding credits for TxDOT Project # TDC 2501 (05), by and between the City of Lubbock and the State of Texas, acting through the Texas Department of Transportation, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

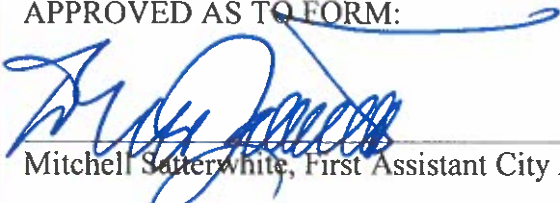
ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdcs II/RES.Agrmt-TxDOT #TDC 2501 (5)  
September 4, 2024



AGREEMENT: PUBLIC TRANSPORTATION - TRANSPORTATION DEVELOPMENT CREDITS (TDC)  
SUBRECIPIENT: Lubbock, City of  
TXDOT PROJECT #: TDC 2501 (05)  
NOT RESEARCH AND DEVELOPMENT

GH5 H9 'C: 'H9 L5 G.....Y

7 CI BHMC: 'HF 5 J -G.....Y

## TRANSPORTATION DEVELOPMENT CREDITS (TDC) AGREEMENT

**THIS TDC AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Lubbock, City of, called the "Subrecipient".

### WITNESSETH

**WHEREAS**, on May 9, 1995, FTA published notice in the Federal Register describing innovative financing techniques that could be utilized to enhance the effectiveness of capital investment programs; and,

**WHEREAS**, Title 23 ~~VEUÖA~~ 120(j) permits states to use certain toll revenue expenditures generated and used by public, quasi-public and private agencies, to build, improve or maintain highways, bridges, or tunnels that serve the public purpose of interstate commerce, provided that the agencies have built, improved or maintained those facilities without federal funds, as credit toward the non-federal matching share of programs authorized by Title 23 (except for the Federal Highway Administration's emergency relief program funds) and for transit programs authorized by Chapter 53 of Title 49; and,

**WHEREAS**, Texas Transportation Code Chapter 455 authorizes the State to assist agencies in procuring aid for the purpose of establishing and maintaining public and mass transportation projects as defined under Texas Transportation Code Chapter 456; and,

**WHEREAS**, the Texas Transportation Commission approved Minute Order Number 115291 authorizing the Subrecipient to use TDC towards the non-federal matching share of public transportation projects, allowing these credits to be all or part of the required percent of local matching funds;

**WHEREAS**, the Public Transportation Division awarded TDC by letter, dated February 13, 2019, to the City of Lubbock for the Lubbock urbanized area for the specific project as identified in this application.

**NOW THEREFORE**, the State and Subrecipient agree as follows:

### AGREEMENT



## **ARTICLE 1. GRANT TIME PERIOD**

This TDC Agreement becomes effective when fully executed by both parties or on 09/02/2024, whichever is later. This TDC Agreement shall remain in effect until 12/31/2025, unless terminated or otherwise modified in an Amendment. Any cost incurred before or after the contract period shall be ineligible to be reimbursed with TDC.

## **ARTICLE 2. PROJECT DESCRIPTION**

- A. The Subrecipient shall complete the public transportation project described in Attachment A - Approved Project Description. Attachments A is attached to and made a part of this agreement. The Subrecipient shall complete the project in accordance with all applicable federal and state laws and regulations.
- B. If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

## **ARTICLE 3. COMPENSATION**

The maximum TDC amount available under this Agreement without modification is 4,500 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in Attachment A.

Invoices are to be submitted electronically through the eGrants system.

## **ARTICLE 4. AMENDMENTS**

Changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in the above Article 1, Grant Time Period.

## **ARTICLE 5. SUCCESSORS AND ASSIGNS**

The Subrecipient binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Subrecipient shall not sign, sublet, or transfer their interest in this agreement without the written consent of the State.

## **ARTICLE 6. SIGNATORY WARRANTY**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.



**THIS AGREEMENT IS EXECUTED** by the State and the Subrecipient in duplicate.

**THE SUBRECIPIENT**

---

Signature

---

Title

---

Date

**THE STATE OF TEXAS**

---

Signature

---

Public Transportation Coordinator

---

Title

---

Date

**List of Attachments**

A - Approved Project Description



**ATTACHMENT A**  
**APPROVED PROJECT DESCRIPTION**

The City of Lubbock received Section 5339(c) Low or No Emission Bus Program funds for the Lubbock urbanized area. The TDC award will be used as soft match at an 85/15 ratio for the Federal Award Amount of \$30,000 distributed by FTA for vehicles. The federal funds were awarded under grant number TX-2019-020. This PGA is a re-write of TDC-2016-LUBBOCK-00222.



## **ATTACHMENT C ACTIVE PGAs**

The information below represents federal obligations in Project Grant Agreements that are currently active.

| <b>Application PGA Name</b> | <b>FAIN</b> | <b>Begin Date</b> | <b>End Date</b> |
|-----------------------------|-------------|-------------------|-----------------|
|-----------------------------|-------------|-------------------|-----------------|



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## Information

### Agenda Item

**Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a FY 2025 Section 5304 Planning Grant, TxDOT PLN 2504 (05) 039\_22, Project ID 51008040525, with the Texas Department of Transportation, for preliminary engineering, initial design and environmental work for the administrative/maintenance facility, downtown transfer facility, and mobility hubs.

### Item Summary

Texas Department of Transportation (TxDOT) is allocating a FY 2025 Section 5304 planning grant in the amount of \$479,096 for preliminary engineering, initial design, and environmental work for the administrative/maintenance facility, downtown transfer facility, and mobility hubs. The FY 2025 Section 5304 Planning Grant reallocates funds that were awarded in a previous grant agreement, TxDOT PLN 2303 (05) 040\_22, Project ID 51008030523, which was approved in September 2022, and extends the grant time period.

The preliminary engineering, initial design, and environmental work will be conducted by a consultant that will be hired through a competitive procurement process. The consultant will use the data from the Facility Feasibility Study and the Comprehensive Operational Analysis to determine what is suitable for the proposed locations of each facility.

Citibus currently occupies the greater part of 2 square blocks in Downtown Lubbock with its administrative and maintenance facilities, and bus yard. The administrative facility was renovated for transit operation in the early 1980s, and small upgrades have been done incrementally as funding was made available. The bus yard was renovated in 1999 and expanded in 2009, and security enhancements and surveillance were installed in 2009. The Citibus transfer facility was built in 1994, and is located on a city block in the center of Downtown Lubbock.

The agreement is effective when fully executed by both parties, or on September 5, 2024, whichever is later, and shall remain in effect until August 31, 2025.

TxDOT requires all grants to be executed electronically.

### Fiscal Impact

Acceptance of this grant will result in no additional cost to the City of Lubbock. The City of Lubbock/Citibus has been awarded 95,819 Transportation Development Credits (TDC's) to serve as the local match, and the TDC's are included in the grant agreement.

### Staff/Board Recommending



Bill Howerton, Deputy City Manager  
Chris Mandrell, General Manager of Citibus  
Lubbock Public Transit Advisory Board

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### **Attachments**

Resolution - TxDOT FY 25 Section 5304 Planning Grant  
TxDOT FY 25 Section 5304 Planning Grant



## RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Federal Transit Administration FY2025 Section 5304 Grant Agreement in connection with Project ID 51008040525, to be used for preliminary engineering, initial design and environmental work for the administrative/maintenance facility, downtown transfer facility and mobility hubs, and all related documents. Said Grant Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney



PGA: SECTION 5304 FEDERAL-PLANNING  
SUBRECIPIENT: Lubbock, City of  
FAIN: TX-2022-039  
CFDA #: 20.505  
TXDOT PROJECT #: PLN 2504 (05) 039\_22  
PROJECT ID #: 51008040525  
MASTER GRANT AGREEMENT #: MGA-2022-2026-LUBBOCK-046  
FEDERAL TRANSIT ADMINISTRATION  
NOT RESEARCH AND DEVELOPMENT

GH5 H9 'C: 'H9 L5 G.....Y

7 CI BHMC: 'HF 5 J=G.....Y

**FEDERAL PLANNING PROGRAM  
FISCAL YEAR 2025  
PROJECT GRANT AGREEMENT**

**THIS PROJECT GRANT AGREEMENT (PGA)** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Lubbock, City of, called the "Subrecipient".

**WITNESSETH**

**WHEREAS**, 49 United States Code Section 5304, Planning, provides that eligible recipients may receive federal funds for public transportation planning; and

**WHEREAS**, Texas Transportation Code Chapter 455 authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

**WHEREAS**, the U.S. Secretary of Transportation approved the State's request for funding; and

**WHEREAS**, the Governor of the State of Texas has designated the Texas Department of Transportation to receive federal funds under the Section 5304 grant program; and

**WHEREAS**, the Subrecipient submitted a Fiscal Year 2025 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 116278; and,

**WHEREAS**, the Subrecipient must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

**WHEREAS**, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;



**WHEREAS**, an unused balance in funds remains in prior Project Grant Agreement PLN-2022-Lubbock-00025, Project ID 51008050523, and it has become necessary to extend the project end date;

**NOW THEREFORE**, the State and Subrecipient agree as follows:

## **AGREEMENT**

### **ARTICLE 1. GRANT TIME PERIOD**

This PGA becomes effective when fully executed by both parties or on 09/05/2024, whichever is later. This PGA shall remain in effect until 08/31/2025, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the Grant Application (if applicable) and Certification and Assurances to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

### **ARTICLE 2. PROJECT DESCRIPTION**

- A. The Subrecipient shall complete the public transportation project described in the Grant Application, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Subrecipient shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B. If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

### **ARTICLE 3. COMPENSATION**

The maximum amount payable under this PGA without modification is \$479,096 and 95,819 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

### **ARTICLE 4. AMENDMENTS**

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

### **ARTICLE 5. INCORPORATION OF MGA PROVISIONS**

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.



## **ARTICLE 6. SIGNATORY WARRANTY**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

## **ARTICLE 7. ACCESS TO INFORMATION**

The Subrecipient is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

**THIS AGREEMENT IS EXECUTED** by the State and the Subrecipient in duplicate.

### **THE SUBRECIPIENT**

---

Signature

---

Title

---

Date

### **THE STATE OF TEXAS**

---

Signature

---

Public Transportation Coordinator

---

Title

---

Date

### **List of Attachments**

A - Approved Project Description

B - Project Budget



## **ATTACHMENT A APPROVED PROJECT DESCRIPTION**

This project covers plan preliminary engineering, initial design, and environmental work for the administrative/maintenance facility, downtown transfer facility, and mobility hubs. The pending Facility Feasibility

Study will identify a primary and secondary location for each of the administration/maintenance facility, downtown

transfer facility, and multiple locations for potential mobility hubs.

The preliminary engineering, initial design, and environmental work will be conducted by a consultant that will be

hired through a competitive procurement process. The consultant will use the data from the Facility Feasibility

Study and the Comprehensive Operational Analysis (COA) to determine what is suitable for the proposed locations of each facility.

Per Texas Administrative Code (TAC) 31.47, Audit and Project Close-Out Standards: The subrecipient shall make every reasonable effort to complete all project activities and request appropriate reimbursements within the time period specified in the project agreement. This PGA may be suspended or terminated for cause, mutual agreement, or convenience. Upon termination for convenience, the PGA may be cancelled without penalty by either party by providing thirty (30) days written notice to the other party. TxDOT will reimburse the subrecipient for eligible expenses up to the date specified in the notice of cancellation. Upon termination of a subgrant, the unexpended and unobligated funds awarded to the subgrantee immediately revert to the department.

TxDOT's Public Transportation Division's (PTN) sets a Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal every three years for funds expended by grantees. The proposed overall goal for fiscal years 2024 - 2026 is 4.15 percent. This is not a contract specific goal but an overall goal for annual DBE participation. PTN grantees should undertake efforts to include DBE business whenever practicable. The full definition of DBE program requirements is found in Article 24 of the Master Grant Agreement.



# ATTACHMENT B PROJECT BUDGET

| #              | Description                             | Fuel Type | # of Units | Award Amount | State Match | Local Match | In-Kind Match | Total Funds | TDC | Match Ratio | TDC Amount |
|----------------|---|-----------|------------|--------------|-------------|-------------|---------------|-------------|-----|-------------|------------|
| 1              | Short Range Transit Planning - 44.24.00 |           |            | \$479,096    |             |             |               | \$479,096   | X   | 80/20       | 95,819     |
| <b>Totals:</b> |   |           |            | \$479,096    | \$0         | \$0         | \$0           | \$479,096   |     |             | 95,819     |



## **ATTACHMENT C ACTIVE PGAs**

The information below represents federal obligations in Project Grant Agreements that are currently active.

| <b>Application PGA Name</b> | <b>FAIN</b> | <b>Begin Date</b> | <b>End Date</b> |
|-----------------------------|-------------|-------------------|-----------------|
|-----------------------------|-------------|-------------------|-----------------|



## Information

### Agenda Item

**Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Professional Services Agreement, Contract 17678, with HDR Architecture, Inc., for Architectural and Engineering Services for the Citibus Administrative and Bus Fleet Maintenance Facility.

### Item Summary

In accordance with the contract for architectural and engineering services for the Citibus Administrative and Bus Fleet Maintenance Facility, the architectural firm will collaborate with City of Lubbock/Citibus in developing a 15% design that will address immediate, short term, and long term facility needs for a new Citibus Administrative and Bus Fleet Maintenance Facility. The HDR team will provide architectural and engineering services for determining the space needs, aiding in site selection, provide building(s) and site design, along with the Environmental Policy Act (NEPA) Environmental Analysis required by the Federal Transit Administration (FTA). Tasks and associated costs are as follows:

| Item   | Title                        | Amount    |
|--------|------------------------------|-----------|
| Task 1 | Project Management           | \$39,800  |
| Task 2 | Programming                  | \$20,500  |
| Task 3 | Site Analysis                | \$44,700  |
| Task 4 | Site Survey                  | \$27,390  |
|        | Geotechnical                 | \$25,850  |
| Task 5 | Master Plan/Concept Design   | 60,100    |
|        | 15% Design Package           | 135,650   |
|        | Financial Analysis/Estimates | \$15,200  |
| Task 6 | Environmental Constraints    | \$59,600  |
| Task 7 | Traffic Impact Analysis      | \$43,600  |
| Task 8 | Design Contingency           | \$25,000  |
|        | TOTAL Lump Sum Fee           | \$497,390 |

The City of Lubbock issued a Request for Qualifications for Architectural and Engineering Services, and In response to RFQ 24-17678-KM, 9 firms submitted proposals, which were evaluated according to the following criteria:

- 35 points for Team Organization and Qualifications;
- 35 points for Experience on Relevant Projects;
- 25 points for Management Approach; and
- 5 points for Overall Responsiveness to the RFQ.



The Evaluation Committee arrived at the following ranking.

| Proposer                                      | Total Points   |
|---|----------------|
| HDR Architecture, Inc., Omaha, Nebraska       | 95.25          |
| Wendel Companies, Williamsville, New York     | 92.00          |
| The Goodman Corporation, Houston, Texas       | 88.75          |
| Parkhill Smith & Cooper, Lubbock, Texas       | 83.25          |
| Negrete Kolar Architects LLP, Austin, Texas   | 79.50          |
| Huitt-Zollars, Inc, Dallas, Texas             | 74.00          |
| MWM Architects, Lubbock, Texas                | 63.00          |
| Chapman Harvey Architects LLC, Lubbock, Texas | 53.50          |
| Charles A Hoffmann AIA Architect              | Non-Responsive |

The Evaluation Committee recommends the contract be awarded to the highest ranked proposer, HDR Architecture, Inc., of Omaha, Nebraska, for Architectural and Engineering Services for the Citibus Administrative and Bus Fleet Maintenance Facility.

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 5 years.

#### **Fiscal Impact**

Citibus will use funds from the Texas Department of Transportation (TxDOT) FY 25 Section 5304 Planning Grant, for cost associated with Contract 17678 with HDR Architecture, Inc., for \$497.390. The planning grant and cost associated with this contract are included in the FY 2025 Citibus Budget. Approval of this contract will result in no additional cost to the City of Lubbock.

#### **Staff/Board Recommending**

Bill Howerton, Deputy City Manager  
Chris Mandrell, General Manager of Citibus  
Lubbock Public Transit Advisory Board

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#### **Attachments**

Resolution - HDR Architectural & Engineering  
Contract - HDR Architectural & Engineering  
Project Summary - HDR Architectural & Engineering



**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 Professional Service Agreement, Contract No. 17678, by and between the City of Lubbock and HDR Architecture, Inc. for Architectural and Engineering Services for Citibus Administrative and Bus Fleet Maintenance Facility, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

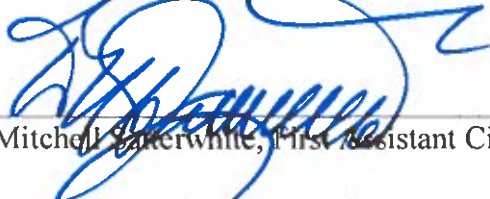
ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Agmt-HDR Architecture, Inc.  
September 9, 2024



# PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. \_\_\_\_\_ is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and HDR Architecture, Inc., (the "Architect"), a Texas corporation.

## WITNESSETH

**WHEREAS**, The City desires to contract with the Architect to provide professional services for Citibus Administrative and Bus Fleet Maintenance Facility (the "Activities"); and

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

**WHEREAS**, the City desires to contract with the Architect to provide professional services related to the Activities, and Architect 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 Architect 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 five (5) years. If the Architect determines that additional time is required to complete the Services, the City Architect, 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 Architect shall conduct all activities, and within such timeframes, as set forth on Exhibit “A”, attached hereto (the “Services”).

B. The Architect shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$497,390.00, as set forth in Exhibit “A”.

## **ARTICLE III. TERMINATION**

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

B. Termination and Remedies. In the event the Architect 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 Architect is a corporation duly organized and validly existing under the laws of Nebraska, 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 Architect 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 Architect. This Agreement constitutes legal, valid, and binding obligations of the Architect and is enforceable in accordance with the terms thereof.

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

## **ARTICLE VI. SCOPE OF WORK**

The Architect 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 Architect and the City agree that the Architect 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 Architect 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 Architect and the Architect'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 Architect 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 Architect 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 Architect to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

**Commercial General Liability:**

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

General Aggregate Limit: \$2,000,000

**Professional Liability:**

Per claim: \$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 Architect shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Architect 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 Architect 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 Architect shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas



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

The Architect 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 Architect 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 ARCHITECT 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 ARCHITECT, 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 Architect 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 Architect to the City or the City to the Architect 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. Architect's Address. The Architect's address and numbers for the purposes of notice are:

HDR Architecture, Inc.  
Chad W. Anderson  
8750 N. Central Expressway, Suite 100  
Dallas, Texas 75231  
Telephone: 972.960,4000  
Email: [chad.anderson@hdrinc.com](mailto:chad.anderson@hdrinc.com)

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

Chris Mandrell, General Manager of Citibus  
City of Lubbock  
P.O. Box 2000  
1314 Avenue K  
Lubbock, Texas 79457  
Telephone:  
Email: [cmandrell@mylubbock.us](mailto:cmandrell@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 Architect non-confidential studies, reports and other available data in the possession of the City pertinent to the Architect's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Architect's Services under this Agreement (the "Provided Data"). The Architect 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 Architect 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 Architect's books and records with respect to this Agreement between the Architect and the City.

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

D. Assignability. The Architect 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 Architect, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Architect, 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 Architect and the City.

I. Entire Agreement. This Agreement, including Exhibits “A” through “B” attached hereto, contains the entire agreement between the City and the Architect, 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 Architect and the City.

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

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

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 Architect 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 Architecting services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or Architects practicing under the same or similar circumstances and professional license.



**EXECUTED** as of the Effective Date hereof.

**CITY OF LUBBOCK**

\_\_\_\_\_  
MARK MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_

Chris Mandrell, General Manager of Citibus

APPROVED AS TO FORM:

  
\_\_\_\_\_

Mitch Satterwhite, First Assistant City Attorney

Firm

HDR Architecture, Inc.

By:   
\_\_\_\_\_

Chad W. Anderson, Vice President

Email: [chad.anderson@hdrinc.com](mailto:chad.anderson@hdrinc.com)



July 29, 2024

“EXHIBIT A”

Chris Mandrell  
City of Lubbock  
General Manager, Citibus  
801 Texas Ave.  
Lubbock, TX 79401

**RE: Citibus Administrative and Bus Fleet Maintenance Facility, Step 1 - 15% Design  
City of Lubbock, TX**

Dear Chris:

HDR is excited to be selected to assist Citibus / City of Lubbock with architectural & engineering design services for a new bus maintenance and administration facility. Below is our step by step scope of services to be performed along with the associated fees for these the following tasks.

**Project Understanding**

The following scope of services is to collaborate with Citibus / City of Lubbock in developing a 15% Design that will address immediate, short term, and long-term facility needs for a new Citibus Administrative and Bus Fleet Maintenance Facility. Our team will provide Architectural and Engineering services for; determining the space needs, aiding in site selection, provide building(s) and site design along with FTA required national Environmental Policy Act (NEPA) Environmental Analysis. This Step 1 scope will be for 15% Design and will focus on needs for the next 15 years, with a special emphasis on the next five and ten years. After the initial Step 1 is completed, the team will proceed to Step 2 which is to finalize the 15% Design so the project can proceed into construction phase.

**Step 1 Scope of Services**

**Task 1: Project Management**

**HDR shall:**

- Provide overall project direction and management of; scope of work, project approach, budget, schedule and project coordination in partnership with Citibus PM on all aspects of the project development.
- Manage tasks and deliverables, along with overall quality control and document approval process.
- Create a framework for excellent communication, progress meetings and collaboration.
- Attend meetings, prepare status reports, prepare monthly invoicing
- Will define team roles, responsibilities and communication procedures for the project
- Create work plan



- Manage & Monitor subconsultant activities
- Perform QA/QC reviews with internal HDR checklists, procedures and standards for draft and final deliverables.

## **Task 2: Programming**

### **HDR shall:**

- Review data collected in or part of the Citibus Facility Feasibility Study - June 2022, and with owner
- Develop interview questionnaires (6-7 pages) to be used during programming sessions with Citibus staff.
- Retrieve organizational charts from Citibus
- Conduct kick-off meeting for key stakeholders/staff. Distribute programming questionnaires, discuss programming process, and address issues to promote effective participation by key staff.

### **Facility Tours**

- Participate in tours with Citibus staff. The tours will be a one-day visit to up to three facilities to see design ideas that have been implemented for other municipalities/transit agencies.

### **Data Collection**

- Evaluate, review and discuss data / space needs from previous 2022 Study, with owner
- Conduct programming interviews with key Citibus staff to better understand organizational chart and staff projections for 5-year, 10-year, and 15-year milestones for staff and vehicle count, office, shop, and storage space requirements, as well as general operating practices.
- Review requirements for offices including public interface and other service locations.
- Review requirements for workshops and material storage areas.
- Review requirements of support facilities including offices, workstation and conferencing spaces restrooms, break rooms, and locker areas.
- Review building warehouse storage and yard storage requirements for equipment, supplies, and materials.
- Review requirements for vehicle storage, visitor and staff parking, washing, and fueling.
- Review site and building security requirements.
- Conduct wrap-up meeting to outline schedule and present the findings from the interview sessions.

### **Space Needs Program**

- Evaluate, review and discuss data / space needs from previous 2022 Study, with owner
- Address functional areas to be located at the facility.
- Develop space program requirements for the facility based on information and projections developed as part of the data collection effort.
- Establish space standards for workstations, offices and conference rooms.
- Determine number and size of the various office & workstations.



- Determine shop area requirements based on function and operational needs.
- Determine storage requirements for parts, materials, and equipment.
- Determine parking requirements for employee, visitor, and delivery vehicles.
- Identify clearance requirements throughout the facility.
- Establish net to gross factors for each functional area of the facility.

### **Programming Document**

- Provide a brief report that documents the programming process and outlines key planning and design issues. The paper will be distributed to key stakeholders of Citibus staff for review. The report includes the following narratives:
  - ✓ Project Overview - Describes the background and gives an overview of the project and the entities involved.
  - ✓ Basis for Design - Provides a summary of the more qualitative planning issues that were noted during interview sessions. The summary includes a description of each group's responsibilities, hours of operation, staff counts, vehicle parking, vehicles maintained, and a list of key planning issues. This is compiled for consideration during future planning and design efforts.
  - ✓ Space Needs Program - Presents a detailed listing of space requirements for the key user groups on the site. The intent of the program is to identify program spaces to fulfill the current and future facility needs. Programmed spaces are further defined by their quantity, area, and any remarks significant to design.

### **Quality Assurance**

**Review Programming Document and Space Needs Program to be performed by an HDR reviewer not assigned to the project. Programming Document to be reviewed for quality and accuracy.**

### **Deliverables**

- Programming Questionnaires
- Space Needs Program (delivered electronically via PDF)
- Programming Document delivered electronically via PDF including:
  - ✓ Project Overview
  - ✓ Basis for Design (Interview Documentation)
  - ✓ Space Needs Program

### **Document Review**

- Estimated Citibus has up to 2 weeks to review draft deliverable documents

## **Task 3: Site Analysis**

### **HDR shall:**

- Evaluate, review and discuss sites from previous 2022 Study, with owner



- Utilize information / square footages calculations / data from the space needs program to determine footprint sizes of; administration, maintenance and site components to determine site area needed for Citibus today and the next 15 years.
- Consider and evaluate other potential sites, in addition to the sites identified in previous study
- Review existing zoning and determine if a zone change is necessary to accommodate the facility. If zoning change is required, provide recommendations for appropriate zoning district.
- Review and document any possible limitations related to floodplains, drainage regulations, and/or playa reclamation.
- Review and document anticipated extent of required off-site municipal improvements to the site.
- Determine site detention requirements

#### **Establish Site Evaluation Criteria**

- Identify the potential site evaluation criteria and review them during a site evaluation workshop with Citibus, including identifying the importance and/or weight of each criterion.
- Previous selection criteria included the following; Facility Expandability Potential, Availability of Utilities, Environmental Conditions, Site Configuration, Site Dimensions, Access/Proximity to existing or proposed bus routes, Highway Access, Land Value, Impact of surrounding and projected Tax Base, Public Input, Proximity to other City Facilities, Impact to Community.

#### **Site Data Collection**

- Evaluate up to 5 sites (three were identified in the previous study). The team will begin by visiting and photographing each of the potential sites to become generally familiar with the site and their immediate surroundings.
- Understand; Site Constraints, Environmental Constraints, Site Drainage Characteristics, Access/Egress, Utility locations/availability
- Prior to Citibus considering any land acquisition the team shall verify; Traffic Circulation, Adjacent Building Uses, Compatibility of Facility with Adjacent Neighbors, Streetscape, View Through Site, Solar Path Orientation, Natural Site Features, Verify Zoning Ordinances/ Regulations – Height Restrictions, Understanding of Setbacks, Overall Feasibility, Proximity to existing Bus Routes, Detention Requirements, Overall Feasibility
- Assist Citibus with the collection of various available data and/or documents for each site, including property survey, aerial photos, zoning information, ownership information, and utility sizes, locations, and capacities.
- Gather comprehensive ROW (Right-Of-Way) data, Assessment of property boundaries, Easements, Encroachments, Access Points

#### **Site Analysis and Evaluation**

- Analyze the various site data and evaluate each site according to the agreed criteria and weighting. The evaluation will be presented in a matrix format.
- Participate in workshop to review the site evaluation matrix to rank and grade with Citibus the varying sites. This will eliminate sites based on the criteria until the preferred site is identified.



**Finalize Site Selection**

- Make a recommendation to Citibus regarding the preferred site based on data collected, visual assessment, analysis of site criteria, and evaluation of prioritized considerations.
- Seek topographic and survey information for preferred Site

**Deliverables**

- Site Selection Document including:
  - ✓ Site Selection Criteria
  - ✓ Site Data Sheets
  - ✓ Site Evaluation Matrix

**Task 4: Site Surveying, ROW, Utilities Investigation & Geotechnical Investigation**

After preferred / final site has been selected, HDR & team shall:

- **Site Survey of the selected site including the following activities:**
  - ✓ Establish project control and benchmarks.
  - ✓ Submit to 811 utility locate request
  - ✓ Ground topography on 50' x 50' grid
  - ✓ Natural topographic features such as slopes, mounds, swales, rills, etc.
  - ✓ Adjacent street curb and gutter, crown, sidewalk, and ditches, every 50 feet
  - ✓ Above ground utility features including power poles, markers, manholes, valve boxes, utility markings provided through 811
  - ✓ Identify fences, signs, and other surface improvements on and adjacent to the proposed site.
- **Right-of-Way (ROW) and Boundary Survey**
  - ✓ Perform preliminary right-of-way research to determine existing right-of-way limits, restrictions to State ownership and actual property owners.
  - ✓ As necessary, acquire permissions for right of entry or other written evidence of permission before entering private property.
  - ✓ Prepare right of way map and property description for each parcel of land to be acquired.
  - ✓ Establish and monument all adjacent ROW and/or easement lines
  - ✓ Survey and establish boundary of parent tract and boundary of proposed site if different from parent tract.
  - ✓ Survey any internal easements as identified in title commitment
- **Utilities Investigation**
  - ✓ Assist owner/client by coordinating or subcontracting with a private utility locator service.
  - ✓ The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.



- ✓ Shall conduct a Quality Level C and D subsurface utility engineering investigation within the final selected SITE LOCATION, ADJACENT ROADS, and ADJACENT PARCEL.

- **Geotechnical Investigation and Report**

- ✓ When the final site is selected, will assist owner/client by coordinating with the geotechnical subconsultant, to perform nine (9) twenty five (25') feet and six (6) ten (10') feet deep borings and to prepare a geotechnical report containing soil testing results and design recommendations for foundations, paving and utilities.

**Deliverables**

- A signed/sealed survey document by Registered Professional Land Surveyor meeting the 2021 ALTA/ASCM standards will be prepared and provided to the Client.
- Utility Conflict Matrix along with Utility Conflict Exhibit. The Utility Conflict Exhibit will be on 11x17 sheets and include callouts to indicate the conflict ID#, utility owner, type of line (water, sewer, high pressure gas, etc.), material (if it is an AC pipeline), and size (if known).
- Scanned record information, as received from each utility
- Final Geotechnical Report

**Task 5: Master Plan/Conceptual Design**

**HDR shall:**

- Develop site plan background which includes basic known underground utility data and existing site conditions features. This will be used as backgrounds for developing Site Master Plans.

**Site Master Plan/Concept Building Design Charrette**

- Site will highlight major features identified during programming phase; location of varying structures; administration building, maintenance building, covered parking structures, generator enclosure, fuel island, wash building, landscape areas, entrance/exit locations, fence location, staff parking, bus fleet parking and visitor parking.
- Identify potential conceptual site alternatives up to 3 to meet the requirements established during the programming phase.
- Participate in a multiple day on-site design Charrette working directly with the Citibus staff to develop alternative concepts for a new Administration & Maintenance Facility including site configuration and general building design. During this on-site process, alternatives will be reviewed by Citibus staff. Based on review comments, a selected alternative will be refined and presented for review. A final review meeting will result in a selected Master Plan alternative for the facility.
- Site issues addressed will include:
  - ✓ Reviewing and developing circulation patterns for vehicles, materials, and personnel that will provide the most efficient, cost effective, and safest operation.
  - ✓ Reviewing and developing ingress and egress routes which maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.



- ✓ Establishing site area relationships including operations and storage facilities as well as employee, delivery, and visitor parking.
- ✓ Site will identify future expansion areas and areas that may need to be phased to comply with overall budget.
- ✓ Sustainable Building Considerations - If requested by the Client, the team is to investigate sustainable building & site development and make recommendations / present findings to Citibus. On the building portion that could include; natural lighting, solar panels, led lighting, sustainable building materials, rainwater harvesting, water re-use and heat pumps. On the sustainable site that could include; stormwater management concepts, sustainable best practices, etc.
- Facility issues addressed will include:
  - ✓ Reviewing and developing circulation patterns for equipment, materials, and personnel within the buildings and their relation to site circulation patterns.
  - ✓ Reviewing and establishing functional area relationships for industrial workflow, supervision, and safety.

### **15% Design Drawings & Narratives**

- Prepare a 15% Design level drawings and design narratives for each discipline as denoted below. Some disciplines will only produce design narratives and not concept level drawings.
  - ✓ Architectural Concept Drawings & Narrative
    - Architectural Site Plan, Building Floorplans, Sections, and Elevations
    - Architectural 3D Perspective Renderings
  - ✓ Civil Site Concept Drawings & Narrative
  - ✓ Structural Narrative
  - ✓ Mechanical/HVAC Narrative
  - ✓ Plumbing Narrative
  - ✓ Electrical Narrative
  - ✓ Future BEB Electrical Infrastructure Narrative
  - ✓ Industrial Equipment Preliminary Layout Drawings & Narrative
  - ✓ Fire Protection Narrative
  - ✓ CNG Fueling One Line Drawings & Narrative
  - ✓ Off-site Improvements and Traffic Impacts Narrative

### **Draft 15% Design Package (15% Design Report and Drawings)**

- Prepare a draft 15% Design Report that documents the Programming, Site Analysis, Master Planning, and Design Charrette process, identifies the criteria for site and building requirements, 15% level design drawings and includes a rough order of magnitude (ROM) cost estimate of design and construction costs based on the 15% design drawings. The report will be distributed to key staff for review. The report includes the following Sections:
  - ✓ Project Overview - Describes the background and gives an over view of the project and the entities involved.



- ✓ Basis for Design - Provides a summary of the more qualitative planning issues that were noted during interview sessions. The summary includes a description of each group's responsibilities, hours of operation, staff counts, vehicle parking, vehicles maintained, and a list of key planning issues. This is compiled for consideration during future planning and design efforts.
- ✓ Space Needs Program - Presents a detailed listing of space requirements for the key user groups on the site. The intent of the program is to identify program spaces to fulfill the current and future facility needs. Programmed spaces are further defined by their quantity, area, and any remarks significant to design.
- ✓ Design Narratives – presents discipline specific Design Narratives that capture general design direction and anticipated systems and equipment for the new facility.
- ✓ Design Charrette Outcomes - Presents a summary of the outcomes of the on-site design charrette sessions. This includes a description of the process, concepts that were developed, and resulting comments and discussions.
- ✓ 15% Design Drawings – presents the refined concept design drawings from specific disciplines. Drawings will be used to develop the ROM Cost Estimate.
- ✓ Rough Order of Magnitude (ROM) Cost Estimate - Presents costs based on the Selected 15% Design and recommended systems and equipment as documented in the 15% Design Drawings and Design Narratives.

### **Financial Analysis**

- A financial plan should outline the approach for funding and sustaining the project. It will provide a comprehensive overview of the estimated costs associated with the facility's design, construction, operation, and maintenance over its projected lifespan. The financial plan should include a detailed breakdown of anticipated expenses, such as land acquisition, site preparation, building construction, equipment procurement, staffing, utilities, and ongoing maintenance and repairs. Additionally, it should address potential funding sources, such as government grants, private investment, or operational revenue streams. The plan should also consider long-term financial sustainability, including strategies for cost optimization, revenue generation, and potential partnerships or collaborations.

### **Detailed Probable Cost Estimate**

- HDR will provide an ROM estimate based upon the 15% Design drawings for the project including any phasing options. The final estimate will include project soft and hard costs. HDR will collaborate with a general contractor to evaluate that building / site costs are the most up to date.
- Develop a funding-level Rough Order of Magnitude Cost Estimate for each major component of the site and building plans. Priority aspects will include engineering and architectural design, real property acquisition, and construction costs associated with each phase of plan implementation, if applicable.
- Estimates will be for major building and site items from the provided design drawings. For those areas of the project not fully defined, an assumed level of detail quantity take-off may be developed to use as line items in the estimate.



- A definition of indirect costs will include non-manual staffing, construction equipment, freight, insurance, etc. Time-related elements will be based on a schedule.
- HDR will provide an estimate of industrial equipment costs AND Fueling (CNG) and Battery Electric Bus charging infrastructure and systems based on the 15% Design site and floor plans and any relevant key planning issues identified in previous tasks
- The final deliverable will include a narrative detailing the scope of work, methodology basis used to prepare the estimate including, i.e. pricing basis, unit rate basis, schedule basis or indirect cost basis.

**Quality Assurance**

- Review Draft 15% Design Report to be performed by an HDR reviewer not assigned to the project. Programming Report to be reviewed for quality and accuracy.

**Final 15% Design Package (Report and Drawings)**

- Provide a final 15% Design Package that includes the 15% Design Report and 15% Design Drawings for Citibus to use as a design tool to develop funding and to finalize the property acquisition process. The final report will include all sections identified in the draft and incorporate all comments from the design team and Citibus and presented in an electronic format.

**Deliverables**

- Draft 15% Design Report including:
  - ✓ Project Overview
  - ✓ Basis for Design (Interview Documentation)
  - ✓ Space Needs Program
  - ✓ Site Analysis
  - ✓ Design Charrette Outcomes
  - ✓ ROM Cost Estimate
  - ✓ Update the previously developed draft reports, as pertinent, including the comments from Citibus
- Final 15% Design Package (Report and Drawings)

**Document Review**

- Estimate Citibus has up to 2 weeks to review draft deliverable documents

**Task 6: Environmental Constraints****HDR shall:**

- Prepare an Environmental desktop research of the project area to determine potential environmental issues and perform a Traffic Impact Analysis, that might occur within the project area. This information will be summarized in the Environmental Constraints Report. The report must include sufficient information to determine the significance of impacts. Note, a NEPA or environmental clearance document, to include public outreach and/or public meeting/hearing, will be scoped and completed at a later date, if needed.



- Assist in preparing documents in accordance with the requirements of the current federal and state environmental regulations including National Environmental Policy Act of 1969 (NEPA) required by the Federal Transit Administration (FTA). The level of analysis should be in accordance with FTA requirements and will be determined during the scoping phase of the study. This will identify and assess the effects of various environmental components, including air quality, noise levels, water resources, ecosystems, cultural resources, and community well-being. A NEPA environmental analysis has not previously been conducted on any proposed sites.
- It is anticipated that that analysis will include the following: land acquisitions and displacements, land use and zoning, air quality, noise, water quality, wetlands, flooding, navigable waterways and coastal zones, ecologically sensitive areas, endangered species, traffic and parking, energy requirements and potential for conservation, historic properties and parklands, construction, aesthetics, community disruption, safety and security, secondary development, consistency with local plans, and environmental justice.
- Environmental Constraints Report and NEPA checklist will include the following desktop level information;
  - ✓ Sources of federal, state, and local funds.
  - ✓ Description of existing property with map showing the Area of Potential Effect (APE). The description will include existing conditions such as vegetation (whether the land is cleared or forested), existing water bodies, land use (developed, rural, urban, or suburban), visual intrusions such as cell towers or other buildings, presence of hazardous materials (is the site a brownfield or contaminated), and if any site assessments have been completed.
  - ✓ Street address and coordinates.
  - ✓ Photographs of the property including any buildings on the property and the surrounding area directly adjacent to the project site, and characteristics of any buildings including their use, condition, and age.
  - ✓ Description of project with site plan and discussion of impacts to the site, any ground disturbing activities, buildings to be constructed, renovated, or rehabilitated, parking, changes in traffic amount and flow due to the project
  - ✓ List of actions required upon existing property to achieve complete project such as excavation for a basement, fuel storage, residential or business displacements.
  - ✓ List of any public involvement done for the project to date.
- **The following information will be included in the Environmental Constraints Report:**
  - ✓ Land Use: HDR will review existing and future land use mapping from the City's GIS database and pertinent land use plans and other studies and zoning in the project area to determine if the project is compatible. The map and relevant planning information will be directly incorporated into the environmental constraints report.
  - ✓ Social and Community: HDR will review the recent US Census data available for the project area and include a discussion of demographic, economic and population characteristics.
  - ✓ Environmental Justice (EJ) Analysis: An EJ analysis will be undertaken in conformance with Executive Order 12898, Department of Transportation Order 5610.2(a)(May 2, 2012), and 23CFR771.113, and FTA Circular 5010.1E.



- ✓ Section 4(f)/Section 6(f) Resources: Publicly owned parks, recreational resources, and/or wildlife refuges within the project study area will be identified from a review of readily available mapping and the City's GIS data and evaluated to determine if they will be affected by the proposed project. This scope assumes no Section 4(f)/Section 6(f) resources will be impacted by the proposed project. If any identified Section 4(f) resources are likely to be impacted by the proposed project, a Section 4(f) evaluation will be required, which would require a supplemental agreement to amend the scope of work, schedule, and associated fee for the additional work. A review of the Land and Water Conservation Fund (LWCF) database will be conducted to determine if identified resources have been funded through the Land and Water Conservation Fund Act. Resources funded through the LWCF are considered Section 6(f) resources. If identified Section 6(f) resources are likely to be impacted by the proposed project, a Section 6(f) evaluation will be required, which would require a supplemental agreement to amend the scope of work, schedule, and associated fee for the additional work.
- ✓ Floodplains: HDR will review the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) to determine if the project site encroaches in a floodplain/floodway.
- ✓ Farmland: HDR will review the Natural Resource Conservation Service (NRCS) database to determine if the project would involve the use of prime and/or unique farmlands.
- ✓ Ecology: HDR will review biological resources for this project that will include documentation of existing ecological resources, Threatened and Endangered Species coordination, and potential project impacts to the ecological resources.
- ✓ Environmental permitting such as USACE Section 404/401 are not included in this scope and fee.
- ✓ Cultural Resources: HDR will review the historic and archaeological resources in the project study area, including:
  - a) Previously recorded/documented historic resources
    - i) Previously recorded/documented archeological sites and surveys
    - ii) Geology and soils data
    - iii) Determination of areas with high, medium, and low probability for containing intact archeological resources based on PALM data
- ✓ Visual Resources: HDR will review the project viewshed to determine whether the project would have an adverse effect on the scenic vista and visual quality of the project area. The review will also look at the potential for the project to create a new source of substantial light or glare that would adversely affect the day or nighttime views in the project area.
- ✓ Hazardous Materials: HDR will acquire a hazardous material database review to determine potential hazardous materials impacts within the project area

### **Deliverables**

- Environmental Constraints Report and NEPA Checklist



## Task 7: Traffic Impact Analysis

### HDR shall:

- Traffic Impact Analysis to address the changes in traffic amount and flow due to this project: Traffic data will be provided by the City of Lubbock, Lubbock County, Citibus, and/or TxDOT as and when available. Team shall conduct traffic projections for the base and up to 1 design years of the study, for the final selected site. Traffic volumes will be analyzed for AM and PM peak conditions for the base and up to 1 design year to compare build and no-build conditions at the site and adjacent roadway network. Tasks will include:
  - ✓ Review existing traffic modeling, if available. No model runs are assumed as part of this scope. (Note: Request any previous Travel Demand Models, if available to perform this task.)
  - ✓ Determine area of analysis.
  - ✓ Traffic counts at adjacent intersections and major thoroughfares, up to 3 neighboring Intersections. (up to 5 intersections if no comments from City)
  - ✓ Determine additional trips based ITE Trip Generation Tables.
  - ✓ Project Traffic to base and up to 1 design years (1 revision, based on comments from City)
  - ✓ Conduct operational analysis using SYNCHRO software, including operations at the adjacent intersection(s) (up to 3 intersections), for AM and PM peak conditions for the base and up to 1 design year. Based on approved scope of work in coordination with Citibus.
  - ✓ Review of driveway spacing based on access management guidelines.
  - ✓ Prepare a summary of traffic analysis results. No traffic memorandum is assumed as part of this scope.

## Task 8: Design Contingency

- This task is to provide design contingency to the seven scope tasks outlined above, to provide flexibility for the design team for any tasks that require additional meetings or additional study to meet client needs and/or requirements.

## Project Schedule

We anticipate to complete Tasks 1 thru 7 in **six (6) months**, from Notice to Proceed.

## Compensation

For the work described above, HDR proposes a fixed, lump sum fee of \$472,390 (*Four Hundred and Seventy Two Thousand, Three Hundred and Ninety Dollars*). All fees will be invoiced monthly based on percentage complete of each task. Tasks and associated fees are broken down as follows:

|                                       |             |
|---------------------------------------|-------------|
| Task 1 _ Project Management           | \$39,800.00 |
| Task 2 _ Programming                  | \$20,500.00 |
| Task 3 _ Site Analysis                | \$44,700.00 |
| Task 4 _ Site Survey                  | \$27,390.00 |
| Task 4 _ Geotechnical                 | \$25,850.00 |
| Task 5 _ Master Plan / Concept Design | \$60,100.00 |



|                                       |                     |
|---------------------------------------|---------------------|
| Task 5 _ 15% Design Package           | \$135,650.00        |
| Task 5 _ Financial Analysis/Estimates | \$15,200.00         |
| Task 6 _ Environmental Constraints    | \$59,600.00         |
| Task 7 _ Traffic Impact Analysis      | \$43,600.00         |
| Task 8 – Design Contingency           | \$25,000.00         |
| <b>Total Lump Sum Fee</b>             | <b>\$497,390.00</b> |

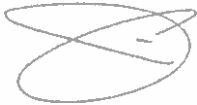
### Additional Services

Additional Services, mutually agreed upon and authorized separately by the Citibus in writing, shall be completed on a lump sum or an hourly basis in accordance with the attached 2024 Hourly Rate Sheet. HDR will not proceed with any additional services without the express written consent by Citibus.

### Conclusion

We greatly appreciate Citibus' consideration in requesting HDR's support for this next step of project development. We look forward in helping you successfully deliver this project. Should you have questions or comments, please contact Chris Casey at 832.316.5241 or [chris.casey@hdrinc.com](mailto:chris.casey@hdrinc.com).

Sincerely,  
HDR Architecture, Inc.



Chris Casey, AIA LEED AP  
Civic Principal, Architect & Project Manager



Chad W. Anderson, AIA LEED AP BD+ C  
Vice President & Managing Principal





## **Purchasing and Contract Management**

### **Project Summary**

#### **RFQ 24-17678-KM**

#### **Architectural and Engineering Services for Citibus Administrative and Bus Fleet Maintenance Facility**

Notice was published in the Lubbock Avalanche Journal on December 10 & December 17, 2023

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on the State of Texas Electronic State Business Daily.

Notice was published on Bonfire.com from December 8, 2023 to January 31, 2024.

97 vendors downloaded the documents using Bonfire.com.

14 vendors were notified separately.

9 firms submitted statements of qualifications.



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## Information

### Agenda Item

**Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract 16537, with Swiftly, Inc., to add Operator Reports, Onboard Application, and the Automatic Passenger Counter Connector modules, to provide real-time updates on schedule adherence, routing, and detours along each route.

### Item Summary

Citibus and Swiftly, Inc. are partnering to update the Citibus onboard hardware systems by installing an operator-facing tablet that will give them real time updates on schedule adherence, routing, and detours along the route. We will also be improving the ability of Citibus to count passengers accurately and derive meaningful insights from that ridership like vehicle loads and high ridership stops.

Contract 16537 with Swiftly, Inc. was approved by the Lubbock City Council on May 10, 2022. Swiftly provides real-time vehicle tracking for the Citibus fleet through software as a service subscription and support to assure effective management and improvements to the system's reliability. It provides a data platform that will provide a live-operations mapping tool for Citibus operations staff and customer service representatives, rider alerts, real-time GTFS creation and management, and a passenger-facing live mapping tool. In January 2023, the City Council approved an amendment that allowed for the addition of the GPS playback module and on-time performance module.

### Fiscal Impact

Contract pricing will be:

Year 1 - \$237,861.02 due 10/1/2024, is budgeted in the Citibus Fiscal Year 2024-25 Operating Budget.

Year 2 - \$72,963.66 due 10/01/2025, will be requested during the budget process for FY 2025-26.

Year 3 - \$75,152.56 due 10/1/2026, will be requested during the budget process for FY 2026-27.

The total amount of Contract 16537, is \$385,977.24.

### Staff/Board Recommending

Bill Howerton, Deputy City Manager

Chris Mandrell, General Manager of Citibus

Lubbock Public Transit Advisory Board

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## Attachments

Resolution - Swiftly Contract Amendment #2

Contract - Swiftly Amendment #2

Order Form - Swiftly Contract Amendment #2



**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to that certain Contract No. 16537 dated May, 10, 2022, to add Operator Reports, Onboard Application, and the Automatic Passenger Counter Connector modules, by and between the City of Lubbock and Swiftly, 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:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Amend Contract 16537-Swiftly, Inc.  
September 9, 2024



**AMENDMENT NO. 2**  
**TO AGREEMENT BETWEEN THE CITY OF LUBBOCK**  
**AND**  
**SWIFTLY, INC.**

THIS IS AN AMENDMENT TO THE CONTRACT 16537 dated and entered into the 10<sup>TH</sup> day of May, 2022 by and between the City of Lubbock ("City") and Swiftly, Inc. ("Contractor").

WHEREAS, The Contractor has entered into the Agreement with the City to provide real time vehicle tracking for the Citibus fleet through software, as a service subscription.

AMENDMENT No. 1 changed the contract renewal dates and added service modules to the Software track Citibus fleet and to assure effective management and improvements to the system.

AMENDMENT No. 2 will add Operator Reports, Onboard Application, and the Automatic Passenger Counter (APC) Connector modules. The service term and cost are identified in the attached order form.

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

IN WITNESS HEREOF, the parties have executed this Amendment as of this \_\_\_\_ day of \_\_\_\_, 2024.

**CITY OF LUBBOCK**

**SWIFTLY, INC.**

\_\_\_\_\_  
Mark McBrayer, MAYOR

\_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

\_\_\_\_\_  
Title

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Address

  
Chris Mandrell, General Manager  
Citibus

APPROVED AS TO FORM:

  
Mitch Sakerwhite, First Assistant  
City Attorney



# Swiftly Order Form



|                                  |   |
|----------------------------------|---|
| <b>Customer</b>                  | Lubbock Citibus   |
| <b>Quote Date</b>                | 9/9/2024 — Pricing Valid until September 30, 2024   |
| <b>Quote Number</b>              | Lub-45544   |
| <b>Effective Date of Service</b> | 10/1/2024   |
| <b>Contract Term</b>             | The exact service term (the 'Initial Term'): 36 Months (10/1/2024 - 9/30/2027).   |
| <b>Billing Terms</b>             | Annually in Advance   |
| <b>Renewal Term Pricing</b>      | The annual cost shall increase by up to 10% for each one year 'Renewal Term'.   |
| <b>Marketing Terms</b>           | Willingness to work with Swiftly to develop a case study, mutually agreeable press release, and ability to use your agency as a reference (website, presentations, etc.). |

## Year 1 Fees

| PRODUCT                      | NUMBER OF VEHICLES | ANNUAL COST PER VEHICLE | TOTAL COST PER YEAR |
|------------------------------|--------------------|-------------------------|---------------------|
| <b>Connect with Staff</b>    |                    |                         |                     |
| Operator Reports             | 56                 | \$272.00                | \$15,232.00         |
| <b>Connect with Vehicles</b> |                    |                         |                     |
| Onboard App                  | 72                 | \$456.00                | \$32,832.00         |
| Swiftly APC Connector        | 30                 | \$260.25                | \$7,807.50          |
| Hopthru Cleanse              | 30                 | \$412.50                | \$12,375.00         |
| <b>Connect with Partners</b> |                    |                         |                     |
| Mobile Device Management     | 72                 | \$36.00                 | \$2,592.00          |
| <b>TOTAL ANNUAL COST</b>     |                    |                         | <b>\$70,838.50</b>  |

## Year 2 Fees

| PRODUCT                              | NUMBER OF VEHICLES | ANNUAL COST PER VEHICLE | TOTAL COST PER YEAR |
|--------------------------------------|--------------------|-------------------------|---------------------|
| <b>Connect with Staff</b>            |                    |                         |                     |
| Operator Reports                     | 56                 | \$280.16                | \$15,688.96         |
| <b>Connect with Vehicles</b>         |                    |                         |                     |
| Onboard App                          | 72                 | \$469.68                | \$33,816.96         |
| Swiftly APC Connector                | 30                 | \$268.06                | \$8,041.73          |
| Hopthru Cleanse                      | 30                 | \$424.88                | \$12,746.25         |
| <b>Connect with Partners</b>         |                    |                         |                     |
| Scalefusion Mobile Device Management | 72                 | \$37.08                 | \$2,669.76          |
| <b>TOTAL ANNUAL COST</b>             |                    |                         | <b>\$72,963.66</b>  |

## Year 3 Fees

| PRODUCT                      | NUMBER OF VEHICLES | ANNUAL COST PER VEHICLE | TOTAL COST PER YEAR |
|------------------------------|--------------------|-------------------------|---------------------|
| <b>Connect with Staff</b>    |                    |                         |                     |
| Operator Reports             | 56                 | \$288.56                | \$16,159.63         |
| <b>Connect with Vehicles</b> |                    |                         |                     |
| Onboard App                  | 72                 | \$483.77                | \$34,831.47         |
| Swiftly APC Connector        | 30                 | \$276.10                | \$8,282.98          |
| Hopthru Cleanse              | 30                 | \$437.62                | \$13,128.64         |



| Connect with Partners                |    |         |             |
|--------------------------------------|----|---------|-------------|
| Scalefusion Mobile Device Management | 72 | \$38.19 | \$2,749.85  |
| TOTAL ANNUAL COST                    |    |         | \$75,152.56 |

| One-Time Fees  |     |                  |              |
|--|-----|------------------|--------------|
| SERVICE / PRODUCT  | QTY | COST PER VEHICLE | TOTAL COST   |
| Swiftly Implementation Services - Onboard App + Operator Reports + Hopthru | 56  | \$225.36         | \$12,620.00  |
| ATMOS Cradle Kit for TAB Active 5 w/ 4" post KIT-FLEXII-TABACT5-ATM        | 79  | \$273.33         | \$21,593.07  |
| Iris install - Waysine AVA Audio Only                                      | 30  | \$600.00         | \$18,000.00  |
| Waysine AVA Hardware   | 30  | \$180.00         | \$5,400.00   |
| Iris Install - GPS Lockbox Mounts  | 72  | \$300.00         | \$21,600.00  |
| GPS Lockbox Installation Hardware  | 72  | \$55.19          | \$3,974.00   |
| Iris Project Management & Travel   | 1   | -                | \$16,920.00  |
| Samsung Tab Active 5   | 79  | \$690.00         | \$54,510.00  |
| 3 Year ADH Warranty  | 79  | \$113.99         | \$9,005.05   |
| Staging Services   | 79  | \$27.60          | \$2,180.40   |
| MDM Setup  | 1   | \$350.00         | \$350.00     |
| TOTAL ONE-TIME COST  |     |                  | \$167,022.52 |

| Billing Table    | Billing Date | Amount Due   |
|------------------|--------------|--------------|
| YEAR 1 TOTAL Due | 10/1/2024    | \$237,861.02 |
| YEAR 2 TOTAL Due | 10/2/2025    | \$72,963.66  |
| YEAR 3 TOTAL Due | 10/2/2026    | \$75,152.56  |



# Swiftly Order Form (Signature Page)



**Payment Terms:** Due Net 30. Invoice sent separately. All fees are non-refundable and non-cancellable without Swiftly's written consent. If this order includes hardware, hardware will not be shipped nor installed until payment for all hardware components and installation has been received in full.

**Terms of Use:** By signing below, Customer agrees that this Order Form is subject to, and Customer is bound by, the Swiftly SaaS Terms of Service located at: <http://goswiftly.ly/saas-terms-of-service> (the "Swiftly Terms"). Unless otherwise specifically stated in an Addendum, in the event of a conflict between the Addendum and the Swiftly Terms, the Swiftly Terms shall govern.

**Pricing:** The pricing contained herein contains discounts based on number of products purchased and number of vehicle licenses. Any subsequent change to either of these pricing parameters will result in any discount being reduced or removed entirely.

**SMS & Voice Limits:** Up to a combined 5,000 SMS and voice calls are included per month for US customers only. Each additional 5,000 combined SMS and voice calls per month costs \$125.

**Sales Tax:** If your agency is not tax exempt, sales tax may be added to this Order Form.

**Shipping Fees:** Additional shipping fees may be added to the invoice for items covered under this Order Form.

**Assumption of Risk:** When you use Swiftly's Onboard Application map data, directions, and other content, you may find that actual conditions differ from the map results and content, so exercise your independent judgment and use Swiftly's Onboard Application at your own risk. You're responsible at all times for your conduct and its consequences.

**Customer:**

Signature

Name

Title

Date

Address

Billing Contact Name

Billing Email

Billing Phone

**Swiftly, Inc.**

*Rob Gaffney*

Signature

**Rob Gaffney**

Name

**CFO**

Title

09 / 09 / 2024

Date

**2261 Market Street #4151**

**San Francisco, CA 94114**

Address



## Order Details

- We use a Software as a Service (SaaS) model with annual subscriptions per product. There are no hosting or maintenance fees.
- Subscriptions include unlimited users within your agency.
- We believe in data access and availability. As long as your agency is a paying customer, you will have easy access to download up to three years data from the modules you purchase.
- Every time we update the platform or launch or a new feature, your agency will automatically have access to that feature so long as you have paid for that module. Since the system is cloud-based, you will never need to download or re-install new software. Simply login and you'll see the new feature!
- We pride ourselves on having the best support team in the industry. Always feel free to reach out with questions, comments, or suggestions on how we can better serve you. We typically respond to inquiries within 24 hours.

## Technical Requirements

### Swiftly's Dashboard:

- The core Swiftly dashboard is hosted in the cloud – you do not need to install or download any software.
- You can access the software from any computer, anywhere, anytime.
- Swiftly works on the latest version of any browser.

### Onboard App:

- The Onboard App is an Android app that must be installed on an Android device.
- If you do not have an Android device, you may also use Swiftly's web-based Onboard App on iOS devices. This app is supported by most web browsers.
- Onboard App works on the latest versions of Android and iOS, and updates can be rolled out through the App Store
- Please contact your Account Executive for a list of supported devices and mobile browsers for Onboard App.



|                         |  |
|-------------------------|--|
| Title                   | Lubbock_Citibus_Order Form_OR, OA APC_[10.1.24-9.30.27] -... |
| File name               | Lubbock_Citibus_O...1.24-9.30.27_.pdf                        |
| Document ID             | 8b8eb2d2a5a37a8b9e206e5180f8439e9e461cf7                     |
| Audit trail date format | MM / DD / YYYY   |
| Status                  | ● Signed   |

## Document History



SENT

**09 / 09 / 2024**

08:58:11 UTC-7

Sent for signature to Rob Gaffney (rob.gaffney@goswift.ly)  
from michelle.urban@goswift.ly  
IP: 73.90.25.76



VIEWED

**09 / 09 / 2024**

08:58:25 UTC-7

Viewed by Rob Gaffney (rob.gaffney@goswift.ly)  
IP: 73.34.22.125



SIGNED

**09 / 09 / 2024**

08:58:36 UTC-7

Signed by Rob Gaffney (rob.gaffney@goswift.ly)  
IP: 73.34.22.125



COMPLETED

**09 / 09 / 2024**

08:58:36 UTC-7

The document has been completed.



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## Information

### Agenda Item

**Resolution - Parks & Recreation:** Consider a resolution authorizing the Mayor to execute a Subrecipient Agreement, and all related documents, with the South Plains Association of Governments, related to funds passed through the U.S. Department of Health and Human Services to the Texas Department on Aging and Disability Services, for an Area Agency on Aging Direct Purchase of Services Program, to provide meals and transportation services for the City of Lubbock Senior Program.

### Item Summary

The City has contracted with the South Plains Association of Governments (SPAG) for the AAA Direct Purchase of Services Program Grant to provide services for senior citizens through the City's 5 Senior Program sites, for over 45 years. The City's Senior Program provides any citizen 60 years of age or older with a hot meal, transportation, and recreational and social activities. The FY 2024-2025 vendor agreement with SPAG provides reimbursement for meals and transportation service units.

Staff anticipates serving approximately 28,000 meals and approximately 4,000 units of transportation. The grant will reimburse approximately 19,019 eligible meal units at \$12.52 per unit, for a total of \$238,117.88. The grant will also reimburse approximately 3,002 eligible transportation units at \$8.35 for a total of \$25,066.70. The grant totals \$263,184.58.

Monetary donations are accepted from those individuals who utilize meal and transportation services. The recommended donation is \$3 per meal for those 60 years of age and over. Those under age 60 are required to pay \$8.25 per meal. The recommended donation for transportation is \$1 per one-way trip.

### Fiscal Impact

This agreement will allow SPAG to reimburse the City approximately \$263,184.58 for senior meal service, transportation, and program administrative costs.

### Staff/Board Recommending

Brooke Witcher, Assistant City Manager

---

## Attachments

Resolution  
SPAG 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, a South Plains Association of Governments Area Agency on Aging Subrecipient Agreement and related documents from the State of Texas, acting by and through the Texas Health and Human Services Commission and the South Plains Association of Governments (SPAG), for funds passed through the U.S. Department of Health and Human Services to the State of Texas. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rachael Foster, Assistant City Attorney





The South Plains Association of Governments Area Agency on Aging  
Direct Purchase of Service  
Fiscal Year 2025 Subrecipient Application/Renewal Update



Please type or clearly print application information.

**City of Lubbock**

Subrecipient Name/Legal Entity

DBA (if applicable)

Physical Address:

1314 Ave. K Lubbock, Tx 79401

Mailing Address (complete even if same as above):

1314 Ave. K 3rd Floor, Lubbock, Tx 79401

Tax Identification Number (SSN or Federal ID):

756000590

Fax Number (including area code):

Type of Provider (check one):

☐ Governmental Agency

☐ Private Non-Profit

☐ Private For Profit

☒ City Government

☐ County Government

☐ Other: \_\_\_\_\_

Authorizing Official:

Mark McBrayer

Title:

The Honorable Mayor

Email Address:

[MMcBrayer@mylubbock.us](mailto:MMcBrayer@mylubbock.us)

Telephone:

806-775-2009

Billing Contact Person and billing address:

Karen Penkert 1314 Ave. K 3rd Floor, Lubbock, Tx 79401

Title:

Recreation Services Superintendent

Email Address:

[kpenkert@mylubbock.us](mailto:kpenkert@mylubbock.us)

Telephone:

806-775-2690

Number of Years Organization has been in business:

115 Years

Is Organization Bonded?

(Attach certificate of bonding insurance)

☐ Yes

☒ No

Has anyone involved in the direct provision of client services been convicted of a felony (In-home Services only)?

**Not Applicable**

☒ Yes

☒ No

If Yes, Explain:

**Not Applicable**

Does Organization have liability insurance?

(Attach certificate of all insurances)

☒ Yes

☐ No

**Attach a copy of all applicable State and Federal licenses and /or certifications for your business.**

Conflicts of Interest: Attach information of applicable names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the South Plains Association of Governments Area Agency on Aging staff person or Advisory Council member.



**Service and Bidding Information:**

|    |  |                  |                             |
|----|--|------------------|-----------------------------|
| 1; | <b>A. Proposed Service:</b>                |                  |                             |
|    |  | Congregate Meals |                             |
|    | <b>B. Service Area:</b>                    |                  |                             |
|    | <b>C. Proposed HHS OAAA cost per unit:</b> |                  | <b>Whole cost per unit:</b> |
|    | \$ <u>12.52</u>                            |                  | \$ <u>13.83</u>             |

|    |  |                      |                             |
|----|--|----------------------|-----------------------------|
| 2. | <b>A. Proposed Service:</b>                |                      |                             |
|    |  | Home Delivered Meals |                             |
|    | <b>B. Service Area:</b>                    |                      |                             |
|    | <b>C. Proposed HHS OAAA cost per unit:</b> |                      | <b>Whole cost per unit:</b> |
|    | \$ _____                                   |                      | \$ _____                    |

|    |  |                                  |                             |
|----|--|----------------------------------|-----------------------------|
| 3. | <b>A. Proposed Service:</b>                |                                  |                             |
|    |  | N/A                              |                             |
|    | <b>B. Service Area:</b>                    |                                  |                             |
|    |  | Transportation Demand / Response |                             |
|    | <b>C. Proposed HHS OAAA cost per unit:</b> |                                  | <b>Whole cost per unit:</b> |
|    | \$ <u>8.35</u>                             |                                  | \$ <u>9.28</u>              |

|    |  |     |                             |
|----|--|-----|-----------------------------|
| 4. | <b>A. Proposed Service:</b>                |     |                             |
|    |  | N/A |                             |
|    | <b>B. Service Area:</b>                    |     |                             |
|    |  | N/A |                             |
|    | <b>C. Proposed HHS OAAA cost per unit:</b> |     | <b>Whole cost per unit:</b> |
|    | \$ <u>-</u>                                |     | \$ <u>-</u>                 |

**Signature:**

I, Mark McBrayer, certify that the information provided in this application is true and correct to the best of my knowledge.

|  |  |
|--|--|
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div>Authorized Signature</div> | <div>October 1, 2024</div> <hr style="border: none; border-top: 1px solid black; margin-top: 5px;"/> <div>Date</div> |
|--|--|





## **SOUTH PLAINS ASSOCIATION OF GOVERNMENTS AREA AGENCY ON AGING SUBRECIPIENT AGREEMENT**

**City of Lubbock**, hereinafter referred to as Subrecipient, and **South Plains Association of Governments Area Agency on Aging (AAA)** do hereby agree to provide services effective beginning October 1, 2024, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Subrecipient.

### **1. SCOPE OF SERVICES**

- A. The Subrecipient agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the Subrecipient application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

**CONGREGATE MEALS  
TRANSPORTATION**

Service Definition:

**CONGREGATE MEAL** - A hot or other appropriate meal served to an eligible older person in a congregate setting.

**HOME DELIVERED MEAL** - Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) delivered to a person who is eligible in their place of residence. The objective is to reduce food insecurity; help the recipient sustain independent living in a safe and healthful environment.

**TRANSPORTATION DEMAND/RESPONSE** - Transportation designed to carry an older person from a specific origin to a specific destination upon request. An older person requests the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

Unit Definitions:

|  |                  |
|--|------------------|
| <b>CONGREGATE MEALS:</b>                 | One Meal         |
| <b>HOME DELIVERED MEALS:</b>             | One Meal         |
| <b>TRANSPORTATION – Demand/Response:</b> | One One-way Trip |



Service Area (To be filled in by provider. Please type or print neatly):

City of Lubbock / Lubbock County

All Texas Administrative Code standards are located at the Texas Secretary of State website:  
[Welcome to the Texas Administrative Code](#)

All Older Americans Act and other required rules and regulations are located at:  
<https://www.acl.gov/node/75>.

**Targeting:** AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

**B. Nutrition Requirements:**

The nutrition program guidelines align with the most recent Dietary Guidelines for Americans (DGAs) and dietary reference intakes (DRIs). The established guidelines specifically address prevalent disease conditions for the aging population.

Providers must serve meals that:

- Comply with the most recent DGA, published by the U.S. Department of Health and Human Services (DHHS) Secretary and the Secretary of Agriculture;
- Provide a minimum of 33-1/3 percent of the DRI established by the Food and Nutrition Board of the Institute Medicine of the National Academies of Science, Engineering and Medicine, if the program provides one meal per day; and
- Meet any special dietary needs of people participating in the program, to the maximum extent practicable.

**C. Services & Reimbursement Methodology:**

| Service              | Fixed Rate<br>(include rate) | Variable Rate<br>(identify range) | Cost<br>Reimbursement |
|----------------------|------------------------------|-----------------------------------|-----------------------|
| Congregate           | N/A                          | N/A                               | \$12.52               |
| Home Delivered       | N/A                          | N/A                               | N/A                   |
| Transportation – D/R | N/A                          | N/A                               | \$8.35                |

**2. TERMS OF AGREEMENT**

**A. The Subrecipient agrees to:**

1. provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. submit billings with appropriate documentation as required by the AAA by the close of business on the **2<sup>nd</sup> working day** of each month following the last day of the month in which services were provided.



- a. If the 2<sup>nd</sup> working day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
  - b. The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
  - c. No reimbursement for services provided will be made if Subrecipient payment invoices are not submitted to the AAA within 45 days of service delivery.
  - d. Reimbursement checks must be cashed or deposited within 30 days from date received.
3. encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient agrees to expend all program income to expand or enhance the program/service under which it is earned.
  4. notify the AAA Director immediately if, for any reason, the Subrecipient becomes unable to provide the service(s).
  5. maintain communication and correspondence concerning program participants' status.
  6. establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
  7. keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of Subrecipient's fiscal year.
  8. make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
  9. if applicable, comply with the HHSC process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.

**B. The Subrecipient further agrees:**

1. The agreement may be terminated for cause or without cause upon the giving of 30 days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Subrecipient is an independent provider, NOT an agent of the AAA. Thus, the Subrecipient indemnifies, saves and holds harmless the South Plains Association of Governments AAA against expense or liability of any kind arising out of service delivery performed by the Subrecipient. Subrecipient must immediately notify the AAA if the Subrecipient becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.



4. Employees of the Subrecipient will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the South Plains Association of Governments AAA agrees to:

1. review program participant intake and assessment forms completed by the Subrecipient, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. provide timely written notification to Subrecipient of program participant's eligibility and authorization to receive services.
3. maintain communication and correspondence concerning the program participants' status.
4. provide timely technical assistance to Subrecipient as requested and as available.
5. conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
6. provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
7. contingent upon the AAA's receipt of funds authorized for this purpose from HHSC, reimburse the Subrecipient based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within 45 days of the AAA's receipt of Subrecipient's invoice.

### 3. ASSURANCES

The Subrecipient shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
- G. Drug Free Workplace Act of 1988
- H. Texas Senate Bill 1 - 1991, as applicable
- I. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- L. HHSC Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs



4. ATTACHMENTS

- A. Description of Assurance A – H listed in section 3 of this document.
- B. List of Focal Points in the AAA planning and service area.

5. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2024.

\_\_\_\_\_  
Authorized Subrecipient Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

October 1, 2024

Date



\_\_\_\_\_  
Authorized Signature

South Plains Association of Governments

(Agency)

P.O. Box 3730 – Freedom Station

(Address)

Lubbock, Texas 79452

(City, State, Zip)

October 1, 2024

(Date)



## ASSURANCES ATTACHMENT

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), which prohibits any person from being excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101), which prohibits a covered entity from discriminating against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §6101-6107), prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
- E. Food Stamp Act of 1977 (7 U.S.C. §200), whose purpose is to strengthen the agricultural economy; to help to achieve a fuller and more effective use of food abundances; to provide for improved levels of nutrition among low-income households through a cooperative Federal-State program of food assistance to be operated through normal channels of trade; and for other purposes.
- F. Drug Free Workplace Act of 1988, which requires that all organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace.
- G. Texas Senate Bill 1 - 1991, as applicable, which refers to proper reporting of contributions as addressed in OAA §315 and TAC, Title 40, §213.151.
- H. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the AAA receives federal financial assistance from HHSC.



**FOCAL POINTS FOR  
THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS REGION  
AREA AGENCY ON AGING  
FY 2024-2025**

|                              |  |   |
|------------------------------|--|---|
| <b>CENTER:</b>               | <b>Bailey County Commissioners Court</b>         | <b>(A-020)</b>  |
| <b>DIRECTOR:</b>             | <b>Judy Coffman</b>                              |   |
| <b>BOOKKEEPER:</b>           | <b>Judy Coffman</b>                              |   |
| <b>ADDRESS:</b>              | 300 South First Street Room 110                  |   |
| <b>CITY:</b>                 | Muleshoe, Texas 79347                            | <b>Fax: (806) 272-4656</b>  |
| <b>PHONE:</b>                | <b>(806) 272-3647</b>                            | <b>E-mail: <a href="mailto:jcoffman@co.bailey.tx.us">jcoffman@co.bailey.tx.us</a></b> |
| <b>DAYS &amp; HRS. OPEN:</b> | Mon.-Thur. 8:30-12:00, 1:00-5:00; Fri. 8:00-1:00 |   |
| <b>SERVICES:</b>             | <b>TRANS.</b>                                    |   |
| <b>COUNTY:</b>               | Bailey   |   |

|                              |   |   |
|------------------------------|---|---|
| <b>CENTER:</b>               | <b>Bailey County Senior Citizens Assoc., Inc.</b> | <b>(A-007)</b>  |
| <b>DIRECTOR:</b>             | <b>Annette Orozco</b>                             | <b>cell: 806-891-6449</b>   |
| <b>ASSISTANT:</b>            | <b>Annette Orozco</b>                             |   |
| <b>ADDRESS:</b>              | 319 S. Main St / PO Box 292                       |   |
| <b>CITY:</b>                 | Muleshoe, Texas 79347                             |   |
| <b>PHONE:</b>                | <b>(806) 272-4969</b>                             | <b>E-mail: <a href="mailto:muleshoeseniors@outlook.com">muleshoeseniors@outlook.com</a></b> |
| <b>DAYS &amp; HRS. OPEN:</b> | <b>Mon. – Fri. 8:00 – 4:00</b>                    | <b>Fax: (806) 272-4460</b>  |
| <b>SERVICES:</b>             | <b>CONG.</b>                                      |   |
| <b>COUNTY:</b>               | Bailey  |   |

|                              |   |   |
|------------------------------|---|---|
| <b>CENTER:</b>               | <b>Cochran Co. Senior Citizens Assoc., Inc.</b> | <b>(A-045)</b>  |
| <b>DIRECTOR:</b>             | <b>Reynalda Granado</b>                         | <b>cell: 806-516-3064</b>   |
| <b>BOOKKEEPER:</b>           | <b>Reynalda Granado</b>                         |   |
| <b>ADDRESS:</b>              | 120 W. Wilson                                   |   |
| <b>CITY:</b>                 | Morton, Texas 79346                             |   |
| <b>PHONE:</b>                | <b>(806) 266-5121</b>                           | <b>E-mail: <a href="mailto:ccscigriffith@gmail.com">ccscigriffith@gmail.com</a></b> |
| <b>DAYS &amp; HRS. OPEN:</b> | <b>Mon. – Fri. 8-3:00</b>                       | <b>Fax #: 266-9027</b>  |
| <b>SERVICES:</b>             | <b>CONG., TRANS.</b>                            |   |
| <b>COUNTY:</b>               | Cochran   |   |



**CENTER:** Crosby Co. Senior Citizens Assoc., Inc. (A-050)  
**DIRECTOR:** Lenette Fowler cell: 806-675-6240  
**ASSISTANT:** vacant  
**ADDRESS:** 119 North Berkshire  
**CITY:** Crosbyton, Texas 79322  
**PHONE:** (806) 675-2107  
**E-mail:** [119ccsc@gmail.com](mailto:119ccsc@gmail.com)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-3  
**SERVICES:** CONG., H.D.  
**COUNTY:** Crosby

**CENTER:** Garza County Trailblazers, Inc. (A-070)  
**DIRECTOR:** Billie Williams cell: 806-632-3037  
**BOOKKEEPER:** LaGayluah McReynolds cell: 806-283-4445  
**ADDRESS:** 205 E. 10th  
**CITY:** Post, Texas 79356  
**PHONE:** (806) 495-2998 **E-mail:** [garzatrailblazers@yahoo.com](mailto:garzatrailblazers@yahoo.com)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-1  
**SERVICES:** CONG., H.D.  
**COUNTY:** Garza

**CENTER:** Hale Center Senior Citizens Assoc., Inc. (A-075)  
**DIRECTOR:** Karen Boyce cell: 806-292-9877  
**ASSISTANT:** Dee Rice  
**ADDRESS:** P.O. Box 205 (416 West 2<sup>nd</sup> St.)  
**CITY:** Hale Center, Texas 79041  
**PHONE:** (806) 839-2428 **E-mail:** [hcsrcenter@sbcglobal.net](mailto:hcsrcenter@sbcglobal.net)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-3  
**SERVICES:** CONG., H.D., TRANS.  
**COUNTY:** Hale

**CENTER:** Hockley County Senior Citizens Assoc., Inc. (A-085)  
**DIRECTOR:** Shelly Baigen cell: 806-445-9216  
**ASSISTANT:** Rica Sanchez  
**ADDRESS:** 1202 Houston  
**CITY:** Levelland, Texas 79336  
**PHONE:** (806) 894-2228 **E-mail:** [hcsca@aol.com](mailto:hcsca@aol.com)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-4:00  
**SERVICES:** CONG., H.D., TRANS.  
**COUNTY:** Hockley



**CENTER:** Lorenzo Senior Citizens Assoc., Inc. (A-095)  
**DIRECTOR:** Christina Cavazos cell: 806-983-8958  
**ADDITIONAL CONTACT** Earlene Rampy cell:  
**ADDRESS:** P.O. Box 571 (606 6<sup>th</sup> St.)  
**CITY:** Lorenzo, Texas 79343  
**PHONE:** (806) 634-5957 E-mail [lorenzosrcntr@mvttechnologlv.com](mailto:lorenzosrcntr@mvttechnologlv.com)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-2 christinacavazos920@gmail.com  
**SERVICES:** CONG., H.D.  
**COUNTY:** Crosby

**CENTER:** Lubbock - City of Lubbock (A-100)  
**DIRECTOR:** Karen Penkert, Supervisor: (806) 775-2690  
Donavon Hailey (806) 775-2685  
**ADDRESS:** P.O. Box 2000 (1010 9<sup>th</sup> St.)  
**CITY:** Lubbock, Texas 79457  
**PHONE:** (806) 775-2678  
E-mail: [KPenkert@mail.ci.lubbock.tx.us](mailto:KPenkert@mail.ci.lubbock.tx.us)  
[Kestrada@mail.ci.lubbock.tx.us](mailto:Kestrada@mail.ci.lubbock.tx.us)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-5 Fax: 806-775-2686  
**SERVICES:** CONG., TRANS.  
**COUNTY:** Lubbock  
Mae Simmons – (806) 767-2708, Alvin Hargers (2004 Oak Avenue 79404),  
Copper Rawlings – (806) 767-2704, (213 40<sup>th</sup> Street 79404), (40<sup>th</sup> & Ave. B),  
Maggie Trejo – (806) 775-2661, Cecilia Gonzalez (3200 Amherst 79415),  
Lubbock Senior Center – (806) 767-2710, Katy Estrada (2001 19<sup>th</sup> Street, 79401) FAX 806-765-0820

**CENTER:** Lynn County Pioneers (A-110)  
**DIRECTOR:** Sandra Norwood cell: 806-441-8824  
**BOOKKEEPER:** Sandra Norwood  
**ADDRESS:** P.O. Box 223 (1600 S. 3<sup>rd</sup> St.)  
**CITY:** Tahoka, Texas 79373  
**PHONE:** (806) 561-5264 E-mail: [lynncopioneers@gmail.com](mailto:lynncopioneers@gmail.com)  
**DAYS & HRS. OPEN:** Mon. – Fri. 9-3 Fax: 561-5571  
**SERVICES:** CONG., H.D.  
**COUNTY:** Lynn



|                              |  |   |
|------------------------------|--|---|
| <b>CENTER:</b>               | <b>Senior Citizens Assoc. of S. Dickens County (A-130)</b> |   |
| <b>DIRECTOR:</b>             | <b>Debbie Pritchett</b>                                    | <b>cell: 806-786-9475</b>   |
| <b>BOOKKEEPER:</b>           | <b>Darlene Young</b>                                       | <b>cell: 806-269-4326</b>   |
| <b>ADDRESS:</b>              | 210 Burlington   |   |
| <b>CITY:</b>                 | Spur, Texas 79370  |   |
| <b>PHONE:</b>                | <b>(806) 271-4472</b>                                      | <b>E-mail: <a href="mailto:sscaosdc@caprock-spur.com">sscaosdc@caprock-spur.com</a></b> |
| <b>DAYS &amp; HRS. OPEN:</b> | Mon. – Fri. 8-3  |   |
| <b>SERVICES:</b>             | <b>CONG., H.D.</b>   |   |
| <b>COUNTY:</b>               | Dickens  |   |

|                              |  |   |
|------------------------------|--|---|
| <b>CENTER:</b>               | <b>Slaton Senior Citizens Assoc., Inc.</b> | <b>(A-135)</b>  |
| <b>DIRECTOR:</b>             | <b>Nita Williams</b>                       | <b>cell: 972-741-9145</b>   |
| <b>BOOKKEEPER:</b>           | <b>Nita Williams</b>                       |   |
| <b>ADDRESS:</b>              | 230 West Lynn                              |   |
| <b>CITY:</b>                 | Slaton, Texas 79364                        |   |
| <b>PHONE:</b>                | <b>(806) 828-3784</b>                      | <b>E-mail: <a href="mailto:slatonseniors@door.net">slatonseniors@door.net</a></b> |
| <b>DAYS &amp; HRS. OPEN:</b> | Mon. – Fri. 8-4                            |   |
| <b>SERVICES:</b>             | <b>CONG., H.D.</b>                         |   |
| <b>COUNTY:</b>               | Lubbock                                    |   |

|                              |   |   |
|------------------------------|---|---|
| <b>CENTER:</b>               | <b>Yoakum County Senior Citizens Assoc., Inc. (A-150)</b> |   |
| <b>DIRECTOR:</b>             | <b>Caitlynn Goff</b>                                      | <b>cell: 575-361-1455</b>   |
| <b>ASSISTANT:</b>            | <b>Amber Cline</b>  |   |
| <b>BOOKKEEPER:</b>           | <b>Shelia Hinson</b>                                      |   |
| <b>ADDRESS:</b>              | 709 W. Broadway (Mail Only to Box 519)                    |   |
| <b>CITY:</b>                 | Denver City, Texas 79323                                  |   |
| <b>PHONE:</b>                | <b>(806) 592-8000</b>                                     | <b>E-mail: - <a href="mailto:ycsc60@windstream.net">ycsc60@windstream.net</a></b> |
| <b>Fax:</b>                  | <b>(806) 592-2835</b>                                     |   |
| <b>DAYS &amp; HRS. OPEN:</b> | Mon. – Fri. 9-3   |   |
| <b>SERVICES:</b>             | <b>CONG., H.D.</b>  |   |
| <b>COUNTY:</b>               | Yoakum  |   |

## **LEGEND**

**CONG. – Congregate Meals (on-site)**

**H.D. - Home Delivered Meals**

**TRAN. - Transportation Service**



**DATA USE AGREEMENT  
BETWEEN THE  
SOUTH PLAINS ASSOCIATION OF GOVERNMENTS  
AND  
CITY OF LUBBOCK ("SUBRECIPIENT")**

This Data Use Agreement ("DUA"), effective as of the Subrecipient agreement ("Effective Date"), is entered into by and between the SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) and CITY OF LUBBOCK ("SUBRECIPIENT"), and incorporated into the terms of the following Subrecipient agreement, in Lubbock County, Texas:

**83124-20-A100 – Direct Purchase of Nutrition and Transportation Services Agreement**

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with SUBRECIPIENT, and describe SUBRECIPIENT's rights and obligations with respect to the Confidential Information and the limited purposes for which this SUBRECIPIENT may create, receive, maintain, use, disclose or have access to CONFIDENTIAL INFORMATION. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes SPAG's remedies in the event of SUBRECIPIENT's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and subrecipients who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of SPAG, its programs or clients as described in the Subrecipient agreement.

As of the Effective Date of this DUA, if any provision of the Subrecipient agreement, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls. This DUA is intended to apply only to Confidential Information that SUBRECIPIENT handles in performing services provided under the Subrecipient agreement.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. § 1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code § 2054.1125. In addition, the following terms in this DUA are defined as follows:

**"Authorized Purpose"** means the specific purpose or purposes described in the Scope of Work of the Subrecipient agreement for SUBRECIPIENT to fulfill its obligations under the Subrecipient agreement, or any other purpose expressly authorized by SPAG in writing in advance.



**“Authorized User”** means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom SUBRECIPIENT warrants and represents has a demonstrable need to create, receive, maintain, sue disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to SUBRECIPIENT or that SUBRECIPIENT may create, receive, maintain, use, disclose or have access to on behalf of SPAG that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and law dog the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Locally Authorized Representative”** of the Individual, as defined by Texas Law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Texas Occupations Code § 151.002(6); Texas Health & Safety Code § 166.164; Estates Code Ch. 752 and Texas Prob. Code §3.

### **ARTICLE 3. SUBRECIPIENT’S DUTIES REGARDING CONFIDENTIAL INFORMATION**

#### **Section 3.01    *Obligations of SUBRECIPIENT***

SUBRECIPIENT agrees that:

(A) SUBRECIPIENT will exercise reasonable care and no less than the same degree of care SUBRECIPIENT uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) SUBRECIPIENT will not, without SPAG’s prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or any other entity, other than Authorized User’s Workforce or Subcontractors of SUBRECIPIENT who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to SUBRECIPIENT’S management, to carry out the Authorized Purpose or as Required by Law.



SPAG, at its election, may assist SUBRECIPIENT in training and education on specific or unique SPAG processes, systems and/or requirements. SUBRECIPIENT will produce evidence of completed training to SPAG upon request. *45 C.F.R. 164.308(a)(5)(1); Texas Health Safety Code §181.101*

(C) SUBRECIPIENT will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Subrecipient agreement or applicable law. SUBRECIPIENT will maintain evidence of sanctions and produce it to SPAG upon request. *45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)*

(D) SUBRECIPIENT will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either SPAG or SUBRECIPIENT's own legal counsel to determine whether SUBRECIPIENT should object to the disclosure or access and seek appropriate relief. SUBRECIPIENT will maintain an accounting of all such requests for disclosure and responses and provide such accounting to SPAG within 48 hours of SPAG's request. *45 CFR 164.504(e)(2)(ii)(A)*

(E) SUBRECIPIENT will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from SPAG or as expressly permitted by this Subrecipient agreement. *45 CFR 164.502(d)(2)(i) and (ii)* SUBRECIPIENT will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002*

(F) SUBRECIPIENT will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of SUBRECIPIENT without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; *45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)*

(G) SUBRECIPIENT is directly responsible for compliance with and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent authorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If SUBRECIPIENT maintains PHI in a Designated Record Set, SUBRECIPIENT will make PHI available to SPAG in a Designated Record Set or, as directed by SPAG, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. SUBRECIPIENT will make other Confidential Information in SUBRECIPIENT's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. *45 CFR 164.524 and 164.504(e)(2)(ii)(E)*



(I) SUBRECIPIENT will make PHI as required by HIPAA available for amendment and incorporate any amendments to this information that SPAG directs or agrees to pursuant to the HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F)*

(J) SUBRECIPIENT will document and make available to SPAG the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528*

(K) If SUBRECIPIENT receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with HIPAA Privacy Regulations. SUBRECIPIENT will maintain an accounting of all responses to request for access to or amendment of PHI and provide it to SPAG within 48 hours of SPAG's request. *45 CFR 164.504(e)(2)*

(L) SUBRECIPIENT will provide, and will cause its Subcontractors and agents to provide, to SPAG periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202*

(M) Except as otherwise limited by this DUA, the Subrecipient agreement, or law applicable to the Confidential Information, SUBRECIPIENT may use or disclose PHI for the proper management and administration of SUBRECIPIENT or to carry out SUBRECIPIENT's legal responsibilities if: *45 CFR 164.504(e)(ii)(1)(A)*

(1) Disclosure is Required by Law, provided that SUBRECIPIENT complies with Section 3.01(D);

(2) SUBRECIPIENT obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify SUBRECIPIENT in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. *45 CFR 164.504(e)(4)(ii)(B)*

(N) Except as otherwise limited by this DUA, SUBRECIPIENT will, if requested by SPAG, use PHI to provide data aggregation services to SPAG, as that term is defined in the HIPAA. *45 C.F.R. § 164.501 and permitted by HIPAA. 45 CFR 164.504(e)(2)(i)(B)*

(O) SUBRECIPIENT will, on the termination or expiration of this DUA or the Subrecipient agreement, at its expense, return to SPAG or Destroy, at SPAG's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from SPAG or created or maintained by SUBRECIPIENT or any of SUBRECIPIENT's agents or Subcontractors on SPAG's behalf if that data contains Confidential Information. SUBRECIPIENT will certify in writing to SPAG that all the



Confidential Information that has been created, received, maintained, used by or disclosed to SUBRECIPIENT, has been Destroyed or returned to SPAG, and that SUBRECIPIENT and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, SUBRECIPIENT acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or SPAG record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, SUBRECIPIENT will immediately notify SPAG of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as SUBRECIPIENT maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) SUBRECIPIENT will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information uses. **45 CFR 164.306; 164.530(c)**

(Q) If SUBRECIPIENT accesses, transmits, stores, and/or maintains Confidential Information, SUBRECIPIENT will complete and return to SPAG at [aaareports@spag.org](mailto:aaareports@spag.org) the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which SUBRECIPIENT must comply to protect SPAG Confidential Information. SUBRECIPIENT, will comply with periodic security controls compliance assessment and monitoring by SPAG as required by state and federal law, based on the type of Confidential Information SUBRECIPIENT creates, receives maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. SUBRECIPIENT's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. SUBRECIPIENT will update its security controls assessment whenever there are significant changes in security controls for SPAG Confidential Information and will provide the updated document to SPAG. SPAG also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) SUBRECIPIENT will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as SUBRECIPIENT has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530 (c) (privacy safeguards)**

(S) SUBRECIPIENT will designate and identify, subject to SPAG approval, a Person or Persons, as Privacy Official **45 CFR 164.530 (a)(1)** and Information Security Official, each of whom is authorized to act on behalf of SUBRECIPIENT and is responsible for the development and implementation of the privacy and security requirements in this DUA. SUBRECIPIENT will provide name and current address, phone number and e-mail address for such designated officials to SPAG upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) SUBRECIPIENT represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent



necessary to accomplish the Authorized Purpose pursuant to this DUA and the Subrecipient agreement, and further that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) SUBRECIPIENT and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to SPAG, as directed, upon request.

(V) SUBRECIPIENT will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) SUBRECIPIENT will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by SUBRECIPIENT on behalf of SPAG for SPAG's review and approval within 30 days of execution of this DUA and upon request by SPAG the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) SUBRECIPIENT will make available to SPAG any information SPAG requires to fulfill SPAG's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. SUBRECIPIENT will provide such information in a time and manner reasonably agreed upon or as designated by HHS, or other federal or state law. **45 CFR 164.504(e)(2)(i)(1)**

(Y) SUBRECIPIENT will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to SPAG no later than 48 hours after SPAG's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of Confidential Information is a means of security. With respect to de-identification of PHI "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) SUBRECIPIENT will comply with the following laws and standards *if applicable to the type of Confidential Information and Subrecipient's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);



- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific SPAG program area that SUBRECIPIENT supports on behalf of SPAG.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Breach or Event Notification to SPAG. 45 CFR 164.400-414**

(A) SUBRECIPIENT will cooperate fully with SPAG in investigating, mitigating to the extent practical and issuing notifications directed by SPAG, for any Event or Breach of Confidential Information to the extent and in the manner determined by SPAG.

(B) SUBRECIPIENT'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to SPAG's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery ***or in a timeframe otherwise approved by SPAG in writing***, initially report to SPAG Administration via email at: [aaareports@spag.org](mailto:aaareports@spag.org); and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to SUBRECIPIENT about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to SPAG for, SUBRECIPIENT's single point of contact who will communicate with SPAG both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by SUBRECIPIENT of an Event or Breach



of Confidential Information, **provide** formal notification to the SPAG, including all reasonably available information about the Event or Breach, and SUBRECIPIENT's investigation, including without limitation and to the extent available: ***For (a) – (m) below: 45 CFR 164.400-414***

- a. The date the Event or Breach occurred;
- b. The date of SUBRECIPIENT's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Event or Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of SUBRECIPIENT's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by SUBRECIPIENT at that time;
- g. SUBRECIPIENT's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for SPAG approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. SUBRECIPIENT's recommendation for SPAG's approval as to the steps Individuals and/or SUBRECIPIENT on behalf of individuals, should take to protect the Individuals from potential harm, including without limitation SUBRECIPIENT's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;
- i. The steps SUBRECIPIENT has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The step SUBRECIPIENT has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;
- k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;
- l. A reasonable schedule for SUBRECIPIENT to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by SPAG, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that SPAG requests following Discovery.

**Section 4.02    *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) SUBRECIPIENT will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond and



report as required to and by SPAG for incident response purposes and for purposes of SPAG's compliance with report and notification requirements, to the satisfaction of SPAG.

(B) SUBRECIPIENT will complete or participate in a risk assessment as directed by SPAG following an Event or Breach, and provide the final assessment, corrective actions and mitigations to SPAG for review and approval.

(C) SUBRECIPIENT will fully cooperate with SPAG to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) SUBRECIPIENT will fully cooperate with SPAG's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by SPAG in a Corrective Action Plan if directed by SPAG under the Subrecipient agreement.

**Section 4.03** *Breach Notification to Individuals and Reporting to Authorities, Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) SPAG may direct SUBRECIPIENT to provide Breach notification to Individuals, regulators or third-parties, as specified by SPAG following a Breach.

(B) SUBRECIPIENT must obtain SPAG's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in SUBRECIPIENT's name and on SUBRECIPIENT's letterhead, unless otherwise directed by SPAG, and will contain contact information, including the name and title of SUBRECIPIENT's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) SUBRECIPIENT will provide SPAG with copies of distributed and approved communications.

(D) SUBRECIPIENT will have the burden of demonstrating to the satisfaction of SPAG that any notification required by SPAG was timely made. If there are delays outside of SUBRECIPIENT's control, SUBRECIPIENT will provide written documentation of the reasons for the delay.

(E) If SPAG delegates notice requirements to SUBRECIPIENT, SPAG shall, in the time and manner reasonably requested by SUBRECIPIENT, cooperate and assist with SUBRECIPIENT's information requests in order to make such notifications and reports.

## **ARTICLE 5. SCOPE OF WORK**

Scope of Work means the services and deliverables to be performed or provided by SUBRECIPIENT, or on behalf of SUBRECIPIENT by its Subcontractors or agents for SPAG that are described in detail in the Subrecipient agreement. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## **ARTICLE 6. GENERAL PROVISIONS**

### **Section 6.01** *Ownership of Confidential Information*

SUBRECIPIENT acknowledges and agrees that the Confidential Information is and will remain the property of SPAG. SUBRECIPIENT agrees it acquires no title or rights to the Confidential Information.



**Section 6.02**    ***SPAG Commitment and Obligations***

SPAG will not request SUBRECIPIENT to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by SPAG.

**Section 6.03**    ***SPAG Right to Inspection***

At any time upon reasonable notice to SUBRECIPIENT, or if SPAG determines that SUBRECIPIENT has violated this DUA, SPAG, directly or through its agent, will have the right to inspect the facilities, systems, books and records of SUBRECIPIENT to monitor compliance with this DUA.

**Section 6.04**    ***Term; Termination of DUA; Survival***

This DUA will be effective on the date on which SUBRECIPIENT executes the DUA, and will terminate upon termination of the Subrecipient agreement and as set forth herein. If the Subrecipient agreement is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A)    SPAG may immediately terminate this DUA and Subrecipient agreement upon a material violation of this DUA.

(B)    Termination or Expiration of this DUA will not relieve SUBRECIPIENT of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by SPAG.

(C)    If SPAG determines that SUBRECIPIENT has violated a material term of this DUA; SPAG may in its sole discretion:

1.    Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Subrecipient agreement; or
2.    Require SUBRECIPIENT to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as SPAG may determine necessary to maintain compliance with this DUA; or
3.    Provide SUBRECIPIENT with a reasonable period to cure the violation as determined by SPAG; or
4.    Terminate the DUA and Subrecipient agreement immediately, and seek relief in a court of competent jurisdiction in Lubbock County, Texas.

Before exercising any of these options, SPAG will provide written notice to SUBRECIPIENT describing the violation and the action it intends to take.

(D)    If neither termination nor cure is feasible, SPAG shall report the violation to HHS.

(E)    The duties of SUBRECIPIENT or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to SPAG, as required by this DUA.

**Section 6.05**    ***Governing Law, Venue and Litigation***



(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Lubbock County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

#### **Section 6.06** *Injunctive Relief*

(A) SUBRECIPIENT acknowledges and agrees that SPAG may suffer irreparable injury if SUBRECIPIENT or its Subcontractor fail to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) SUBRECIPIENT further agrees that monetary damages may be inadequate to compensate SPAG for SUBRECIPIENT's or its Subcontractor's failure to comply. Accordingly, SUBRECIPIENT agrees that SPAG will, in addition to any other remedies available to it by law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **Section 6.07** *Insurance*

(A) SUBRECIPIENT represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by SUBRECIPIENT or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. SUBRECIPIENT warrants that SPAG will be a loss payee and beneficiary for any such claims.

(B) SUBRECIPIENT will provide SPAG with written proof that required insurance coverage is in effect, at the request of SPAG.

#### **Section 6.08** *Fees and Costs*

Except as otherwise specified in this DUA or the Subrecipient agreement, including but not limited to requirements to insure and/or indemnify SPAG, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

#### **Section 6.09** *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Subrecipient agreement and, together with the Subrecipient agreement, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

#### **Section 6.10** *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on SPAG and/or SUBRECIPIENT remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits SPAG and SUBRECIPIENT to comply with HIPAA or any other law applicable to Confidential Information.



## ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

**IN WITNESS HEREOF**, SPAG and SUBRECIPIENT have each caused his DUA to be signed and delivered by its daily authorized representative.

### **SOUTH PLAINS ASSOCIATION OF GOVERNMENTS AREA AGENCY ON AGING**

BY: 

NAME: Tim C. Pierce

TITLE: Executive Director

DATE: October 1, 2024

### **SUBRECIPIENT**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: OCTOBER 1, 2024



## **Certification Regarding Debarment**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires the Texas Health and Human Services (HHS) to screen each covered potential subrecipient/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered subrecipient/grantee must also screen each of its covered sub-subrecipients/providers.

In this certification “subrecipient/grantee” refers to both subrecipient/grantee and sub-subrecipient/sub-grantee: “contract/grant” refers to both contract/grant and subcontract/sub-grant.

**By signing and submitting this certification the potential subrecipient/grantee accepts the following terms:**

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential subrecipient/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Health and Human Services may pursue available remedies, including suspension and/or debarment.
2. The potential subrecipient/grantee shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential subrecipient/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal” and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential subrecipient/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of



CERTIFICATION REGARDING DEBARMENT

Page 2

Agriculture or other federal department or agency, and/or the Texas Health and Human Services, as applicable.

**Do you have or do you anticipate having sub-subrecipients/sub-grantees under this proposed contract?**      \_\_\_\_\_ YES        X   NO

5. The potential subrecipient/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A subrecipient/grantee may rely upon a certification of a potential sub-subrecipient/sub-grantee that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless the subrecipient/grantee knows that the certification is erroneous. A subrecipient/grantee must, at a minimum, obtain certifications from its covered sub-subrecipients/sub-grantees upon each subcontract's/sub-grant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a subrecipient/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a subrecipient/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, or the Texas Health and Human Services may pursue available remedies, including suspension and/or debarment.



CERTIFICATION REGARDING DEBARMENT  
Page 3

Indicate which statement applies to the covered potential subrecipient/grantee:

  X   The potential subrecipient/grantee certifies by submission of this certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

       The potential subrecipient/grantee is unable to certify one or more of the terms in this certification. In this instance, the potential subrecipient/grantee must attach an explanation for each of the above terms to which he/she is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL SUBRECIPIENT/GRANTEE:

\_\_\_\_\_

SUBRECIPIENT'S VENDOR ID NO./FEDERAL EMPLOYER'S ID NO.:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Mark McBrayer  
Printed/Typed Name of Authorized Representative

The Honorable Mayor  
Title of Authorized Representative

10/01/2024  
Date

**This certification is for FFY 2025 period beginning October 1, 2024 and ending September 30, 2025.**



## DEFINITIONS

### Covered Contract/Grant and Subcontracts/Sub-grants.

- (1) Any non-procurement transaction which involves federal funds (regardless of amount and including such arrangements as sub-grants) and is between the Texas Health and Human Services or its agents/grantees and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a grant or sub-grant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction including:
  - a. Principal investigators.
  - b. Providers of audit services required by the Texas Health and Human Services or federal funding source.
  - c. Researchers.

## DEBARMENT

An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts/grants. A person so excluded is "debarred."

## GRANT

An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

## INELIGIBLE

Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other an Executive Order 12549 and its agency implementing regulations: for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.



**PARTICIPANT**

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract/grant as an agent or representative of another participant.

**PERSON**

Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**PRINCIPAL**

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities: or a person who has a critical influence on or substantive control over a covered contract/grant whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the Texas Health and Human Services or federal funding source.
- (3) Researchers.

**PROPOSAL**

A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract/grant.

**SUSPENSION**

An action taken by a suspending official in accordance with 45 CFR part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts/grants for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

**VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED**

A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.



AAA Name: **Area Agency on Aging of South Plains**

### BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

- 2. Total Number of Anticipated Meals to be Provided by Funding Source**

3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 13.83

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

October 1, 2024  
Date



AAA Name: **Area Agency on Aging of South Plains**

## Congregate Meals BUDGET WORKSHEET CERTIFICATION

**AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:**

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

**Note:** The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Lubbock

Name of Contracted Provider

Mark McBrayer

Printed/Typed Name of Signer

**October 1, 2024**

Date \_\_\_\_\_

**Signature**

**Signer Authority:**

**(check one)**

☐**Sole Proprietor**☐

## Partner

☐**Corporate Officer****Association Officer**

### Board Member



**Governmental Official**



8/28/24 3:28 PM  
Provider Name: City of Lubbock  
AAA Name: Area Agency on Aging of South Plains

Transportation

BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 37,471.64
2. Total Number of Anticipated Units to be Provided
- |                             |                    |                 |   |
|-----------------------------|--------------------|-----------------|---|
| HHS OAAA - 10 % Match       | Program            |                 |   |
| Required 2,836              | Income 258         | Other Sources 6 | 0 |
| HHS OAAA - 25 % Match       | Local Funds -      |                 |   |
| Required 0                  | Eligible Trips 946 | Other Sources 7 | 0 |
|                             | Other Funds -      |                 |   |
|                             | Non-Eligible       |                 |   |
| HHS OAAA - Full Unit Rate 0 | Trips 0            | Other Sources 8 | 0 |
2. 4,040
3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate 3. \$ 9.28

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

- |   |         |            |
|---|---------|------------|
| 4. Mandatory Local Match of 10%   | \$ 0.93 |            |
| ** If Applicable, Match Reduction From the In-kind Match Certification form | \$ -    |            |
| Required Match  |         | 4. \$ 0.93 |
| 5. Full Unit Rate Less Required Match (Line 3 minus Line 4)                 |         | 5. \$ 8.35 |

- |   |         |            |
|---|---------|------------|
| 4. Mandatory Local Match of 25%   | \$ 2.32 |            |
| ** If Applicable, Match Reduction From the In-kind Match Certification form | \$ -    |            |
| Required Match  |         | 4. \$ 2.32 |
| 5. Full Unit Rate Less Required Match (Line 3 minus Line 4)                 |         | 5. \$ 6.96 |


\*\*If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units

\$ 9.28

Contractor Initial

AAA Initial

City of Lubbock  
Legal Name of Contracted Provider  
  
Signature

Tim C. Pierce  
Printed/Typed Name of Signer

10/1/2024  
Date

Area Agency on Aging of South Plains  
Name of Area Agency on Aging  
  
Signature

Printed/Typed Name of Signer

10/1/2024  
Date



AAA Name: **Area Agency on Aging of South Plains**

## Transportation

## BUDGET WORKSHEET CERTIFICATION

**AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:**

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

**Note:** The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

**City of Lubbock**

Name of Contracted Provider

Mark McBrayer

Printed/Typed Name of Signer

**October 1, 2024**

Date \_\_\_\_\_

**Signature**

**Signer Authority:**  
(check one)

1

**Sole Proprietor**

1

## Partner

9

**Corporate Officer**

9

### Association Officer



### Board Member



**Governmental Official**



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## Information

### Agenda Item

**Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001896, with Microsoft Corporation, for a 3-year renewal of the Microsoft Enterprise Support Services Agreement.

### Item Summary

The purchase of the Microsoft Enterprise Support Services Agreement is for Designated Engineering Services and Unified Enterprise Support Services, for the period of November 1, 2024, through October 31, 2027.. The Agreement is for advanced technical support and engineering services, including: Enterprise Advisory Support, Azure Problem Resolution, On-Demand Assessment Setup and Configuration Services, Problem Resolution, Reactive Support, Service Delivery Management, and Enterprise Webcasts. These items are not included in the existing Microsoft Enterprise Licensing Agreement.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-CPO-4911.

### Fiscal Impact

The total amount of the 3-year renewal is \$253,012.83.

Year 1 - \$72,119.49 is budgeted in the Information Technology Fiscal Year 2024-25 Operating Budget.

Year 2 - \$89,285.22 due on 11-30-2025, will be requested during the budget process for FY 2025-26.

Year 3 - \$91,608.12 due on 11/30/2026, will be requested during the budget process for FY 2026-27.

### Staff/Board Recommending

Brooke Witcher, Assistant City Manager

James C. Brown, Chief Information Officer

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## Attachments

Microsoft Corporation Resolution \_PO 33001896

Microsoft Corporation PO 33001896



## 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. 33001896, as per DIR-CPO-4911, by and between the City of Lubbock and Microsoft Corporation, consistent with the terms of the bid submittal attached hereto and incorporated herein, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

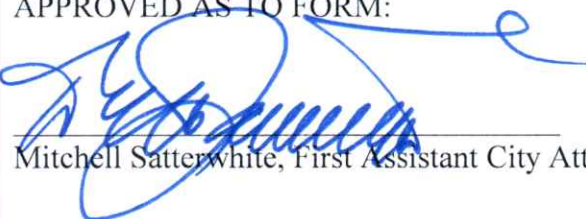
ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdcs II/RES.Microsoft Corporation-PurchaseOrd  
September 4, 2024





PURCHASE ORDER

Page - 1  
Date - 8/29/2024  
Order Number 33001896 000 OP  
Branch/Plant 3410

TO: MICROSOFT CORPORATION  
C/O BANK OF AMERICA LOCKBOX 844510  
1950 NORTH STEMMONS FWY, SUITE 5010  
DALLAS TX 75207

SHIP TO: CITY OF LUBBOCK  
INFORMATION TECHNOLOGY  
1314 AVENUE K - BASEMENT  
LUBBOCK TX 79401

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

BY:   
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 8/29/2024 Freight  
Requested 9/27/2024 Taken By YBUSBY  
Delivery Per J Zhine / Req #62175 Q #GVS12211 / DIR-CPO-4911 PUR # 18303

| Description/Supplier Item                            | Ordered | Unit Cost | UM | Extension  | Request Date |
|--|---------|-----------|----|------------|--------------|
| MS Enterprise Services Work Order TX DIR<br>CPO-4911 | 1.000   |           | LS | 253,012.83 | 09/27/2024   |

Total Order

Terms NET 30

253,012.83

This purchase order encumbers funds in the amount of \$253,012.83 awarded to Microsoft Corporation of Dallas, TX, on \_\_\_\_\_, 2024. The following is incorporated into and made part of this purchase order by reference: Microsoft Corporation of Dallas, TX, and DIR-CPO-4911.

Resolution # \_\_\_\_\_

CITY OF LUBBOCK:

ATTEST:

\_\_\_\_\_  
Mark McBrayer, Mayor

\_\_\_\_\_  
Courtney Paz, City Secretary






PURCHASE ORDER

Page - 2  
Date - 8/29/2024  
Order Number 33001896 000 OP  
Branch/Plant 3410

TO: MICROSOFT CORPORATION  
C/O BANK OF AMERICA LOCKBOX 844510  
1950 NORTH STEMMONS FWY, SUITE 5010  
DALLAS TX 75207

SHIP TO: CITY OF LUBBOCK  
INFORMATION TECHNOLOGY  
1314 AVENUE K - BASEMENT  
LUBBOCK TX 79401

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

BY:   
Marta Alvarez, Director of Purchasing & Contract Management

|                                   |           |                            |             |
|-----------------------------------|-----------|----------------------------|-------------|
| Ordered                           | 8/29/2024 | Freight                    |             |
| Requested                         | 9/27/2024 | Taken By                   | YBUSBY      |
| Delivery Per J Zhine / Req #62175 |           | Q #GVS12211 / DIR-CPO-4911 | PUR # 18303 |

**INSURANCE REQUIRED:**

**Commercial General Liability:**

\$1M occurrence / \$2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

**Technology Errors and Omissions Requirements:**

\$1M of coverage is needed.

**Cyber Liability Requirements:**

\$1M of coverage is needed for Cyber Liability.

\*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. \*Waivers of Subrogation are required for CGL, AL, and WC. \*To Include Products of Completed Operations endorsement. \*Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. \*Carriers must meet an A.M. Best rating of A- or better. \*Subcontractors must carry same limits as listed above.



## Microsoft Enterprise Services Work Order TX DIR CPO-4911

Work Order Number GVS12411-1002110-1002110  
(Microsoft Affiliate to complete)

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference **U9038431**, effective as of 11/15/2021 (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft," "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

| Customer   |
|--|
| Name of Customer (please print)  |
| <b>City of Lubbock</b>   |
| Signature  |
| Name of person signing (please print)  |
| Title of person signing (please print)   |
| Signature date   |
| Name of Customer or its Affiliate that executed the Agreement (if different from Customer above) |



| Microsoft Affiliate                    |
|--|
| Name<br><b>Microsoft Corporation</b>   |
| Signature                              |
| Name of person signing (please print)  |
| Title of person signing (please print) |
| Signature date (effective date)        |

Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

| Customer invoice information   |  |              |
|--------------------------------|--|--------------|
| Name of Customer               | Contact Name (Receives invoices under this Work Order) |              |
| City Of Lubbock                | Jerrid R Sanders                                       |              |
| Street Address                 | Contact E-Mail Address                                 |              |
| Accounts Payable P.O. Box 2000 | JSanders@mail.ci.lubbock.tx.us                         |              |
| City                           | State/Province   | Phone        |
| LUBBOCK                        | TX   | 806-775-2396 |



| Customer invoice information |             |     |
|------------------------------|-------------|-----|
| Country                      | Postal Code | Fax |
| United States                | 79457-0001  |     |

## Support Services and Fees

### Term.

Microsoft Enterprise Support Services will commence on 11/1/2024 (the "Support Commencement Date") and will expire on 10/31/2027 (the "Support Expiration Date").

### Description of Services.

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at [www.microsoft.com/unified-support-services-description](http://www.microsoft.com/unified-support-services-description). Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

### Services by Support Location:

| YEAR 1   Designated Engineering   Intune - Tier 2 - 2024-25      USA - SLG - Enterprise West      11/1/2024 - 10/31/2025 |   |                                |
|--|---|--------------------------------|
| Quantity   | Service                                 | Service Type                   |
| 100 hr   | Designated Engineering Time Intune      | Designated Support Engineering |
| 4 ea   | Designated Engineering Proactive Intune | Administrative                 |
| Included   | Service Delivery Management Extended    | Service Delivery Management    |

| YEAR 1   Unified Enterprise Support - 2024-25      USA - SLG - Enterprise West      11/1/2024 - 10/31/2025 |   |                   |
|--|---|-------------------|
| Quantity   | Service                                     | Service Type      |
| Included   | Enterprise Advisory Support Hours As-needed | Advisory Services |



|          |  |                             |
|----------|--|-----------------------------|
| Included | Enterprise Azure Problem Resolution Hours As-needed                  | Problem Resolution Support  |
| Included | Enterprise On-demand Assessment                                      | On-Demand Assessment        |
| Included | Enterprise On-Demand Assessment - Setup and Config Service As-needed | On-Demand Assessment Remote |
| Included | Enterprise On-Demand Education                                       | On-Demand Education         |
| Included | Enterprise Online Support Portal                                     | Administrative              |
| Included | Enterprise Problem Resolution Hours As-needed                        | Problem Resolution Support  |
| Included | Enterprise Reactive Support Management                               | Service Delivery Management |
| Included | Enterprise Service Delivery Management                               | Service Delivery Management |
| Included | Enterprise Webcasts As-Needed  | Webcast                     |
| Included | Reactive Enabled Contacts  | Problem Resolution Support  |

| YEAR 1   Unified Proactive Services Add on   Unified Proactive Svcs Enterprise Security - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025 |                                      |                             |
|--|--------------------------------------|-----------------------------|
| Quantity   | Service                              | Service Type                |
| Included   | Service Delivery Management Extended | Service Delivery Management |
| 1 ea   | Onsite Visit                         | Onsite Support              |



| YEAR 2   Designated Engineering   Copilot for Microsoft Security - Tier 2 - 2025-26      USA - SLG - Enterprise West      11/1/2025 - 10/31/2026 |   |                                |
|--|---|--------------------------------|
| Quantity   | Service   | Service Type                   |
| 100 hr   | Designated Engineering Time Copilot for Microsoft Security      | Designated Support Engineering |
| Included   | Service Delivery Management Extended                            | Service Delivery Management    |
| 4 ea   | Designated Engineering Proactive Copilot for Microsoft Security | Administrative                 |

| YEAR 2   Unified Enterprise Support - 2025-26      USA - SLG - Enterprise West      11/1/2025 - 10/31/2026 |  |                             |
|--|--|-----------------------------|
| Quantity   | Service  | Service Type                |
| Included   | Enterprise Advisory Support Hours As-needed                          | Advisory Services           |
| Included   | Enterprise Azure Problem Resolution Hours As-needed                  | Problem Resolution Support  |
| Included   | Enterprise On-demand Assessment                                      | On-Demand Assessment        |
| Included   | Enterprise On-Demand Assessment - Setup and Config Service As-needed | On-Demand Assessment Remote |
| Included   | Enterprise On-Demand Education                                       | On-Demand Education         |
| Included   | Enterprise Online Support Portal                                     | Administrative              |
| Included   | Enterprise Problem Resolution Hours As-needed                        | Problem Resolution Support  |
| Included   | Enterprise Reactive Support Management                               | Service Delivery Management |



|          |  |                             |
|----------|--|-----------------------------|
| Included | Enterprise Service Delivery Management | Service Delivery Management |
| Included | Enterprise Webcasts As-Needed          | Webcast                     |
| Included | Reactive Enabled Contacts              | Problem Resolution Support  |

| YEAR 2   Unified Proactive Svcs Enterprise Security - 2025-26<br>West 11/1/2025 - 10/31/2026 USA - SLG - Enterprise |                                      |                             |
|---|--------------------------------------|-----------------------------|
| Quantity  | Service                              | Service Type                |
| Included  | Service Delivery Management Extended | Service Delivery Management |
| 1 ea  | Onsite Visit                         | Onsite Support              |

| YEAR 3   Designated Engineering   Data Security - Tier 2 - 2026-27<br>West 11/1/2026 - 10/31/2027 USA - SLG - Enterprise |  |                                |
|--|--|--------------------------------|
| Quantity   | Service  | Service Type                   |
| 100 hr   | Designated Engineering Time Data Security      | Designated Support Engineering |
| Included   | Service Delivery Management Extended           | Service Delivery Management    |
| 4 ea   | Designated Engineering Proactive Data Security | Administrative                 |



| YEAR 3   Unified Enterprise Support - 2026-27      USA - SLG - Enterprise<br>West      11/1/2026 - 10/31/2027 |  |                             |
|---|--|-----------------------------|
| Quantity  | Service  | Service Type                |
| Included  | Enterprise Advisory Support Hours As-needed                          | Advisory Services           |
| Included  | Enterprise Azure Problem Resolution Hours As-needed                  | Problem Resolution Support  |
| Included  | Enterprise On-demand Assessment                                      | On-Demand Assessment        |
| Included  | Enterprise On-Demand Assessment - Setup and Config Service As-needed | On-Demand Assessment Remote |
| Included  | Enterprise On-Demand Education                                       | On-Demand Education         |
| Included  | Enterprise Online Support Portal                                     | Administrative              |
| Included  | Enterprise Problem Resolution Hours As-needed                        | Problem Resolution Support  |
| Included  | Enterprise Reactive Support Management                               | Service Delivery Management |
| Included  | Enterprise Service Delivery Management                               | Service Delivery Management |
| Included  | Enterprise Webcasts As-Needed  | Webcast                     |
| Included  | Reactive Enabled Contacts  | Problem Resolution Support  |



| YEAR 3   Unified Proactive Services Add on   Unified Proactive Svcs Enterprise Security - 2026-27      USA - SLG - Enterprise West      11/1/2026 - 10/31/2027 |                                      |                             |
|--|--------------------------------------|-----------------------------|
| Quantity   | Service                              | Service Type                |
| Included   | Service Delivery Management Extended | Service Delivery Management |
| 1 ea   | Onsite Visit                         | Onsite Support              |

### Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

| Support Services<br>Fee Summary | Year 1<br>11-01-2024 –<br>10-31-2025 | Year 2<br>11-01-2025 –<br>10-31-2026 | Year 3<br>11-01-2026 –<br>10-31-2027 | Total               |
|---------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|---------------------|
| Appraised Product Spend         | USD<br>692,996.00                    | USD<br>692,996.00                    | USD<br>692,996.00                    | USD<br>2,078,988.00 |
| Enterprise Microsoft Unified    | USD 55,739.95                        | USD 55,739.95                        | USD 55,739.95                        | USD<br>167,219.85   |
| Adjustments                     | (USD<br>27,870.00)                   | (USD<br>16,722.00)                   | (USD<br>16,722.00)                   | (USD<br>61,314.00)  |



|                              |                    |                    |                    |                    |
|------------------------------|--------------------|--------------------|--------------------|--------------------|
| Sub-Total: Microsoft Unified | USD<br>27,869.95   | USD 39,017.95      | USD 39,017.95      | USD<br>105,905.85  |
| Proactive Services Add-on    | USD 93,604.00      | USD 96,810.36      | USD<br>100,128.80  | USD<br>290,543.16  |
| Adjustments                  | (USD<br>24,354.46) | (USD<br>21,543.09) | (USD<br>22,538.63) | (USD<br>68,436.18) |
| Subtotal Add-Ons             | USD<br>69,249.54   | USD 75,267.27      | USD 77,590.17      | USD<br>222,106.98  |
| Flex Allowance               | (USD<br>25,000.00) | (USD<br>25,000.00) | (USD<br>25,000.00) | (USD<br>75,000.00) |
| Total Fees (excluding taxes) | USD<br>72,119.49   | USD<br>89,285.22   | USD<br>91,608.12   | USD<br>253,012.83  |

\*The Microsoft Unified fees described above are based on a tiered rate structure along with the total value each year for Customer's validly licensed, commercially released and generally available Microsoft products, and cloud services subscriptions as identified in Appendix A of this Work Order (collectively, the "Appraised Product Spend") to calculate Customer's Microsoft Unified fees for the **3 Years** Support Term.

Prior to each contract anniversary of the Support Commencement Date, Customer's Appraised Product Spend will be re-calculated for the upcoming contract year. If Customer's product spend increases over the previous 12 months ("Actual Product Spend") by more than **five percent (5%)** above the Appraised Product Spend shown for that year in the Support Services Fee Summary table above, Microsoft will recalculate the associated Microsoft Unified fees for the upcoming contract year. The recalculated Microsoft Unified fees will be based on the Actual Product Spend and the Unified rates listed in the Rate Table below. Microsoft will invoice the customer for the difference between the re-calculated price and the original scheduled Microsoft Unified fees sub-total from the Support Services Fee Summary table above. Customer agrees to pay Microsoft such additional amounts within **30** calendar days of the date of Microsoft's invoice. Please note that failure of payment to Microsoft may result in service suspension. Enterprise Customer may receive additional Flex Allowance which may be applied towards new proactive services, enhanced services and solutions services, and/or custom proactive services. Should Customer fail to allocate the Flex Allowance prior to the contract anniversary, Microsoft may apply the additional Flex Allowance towards new proactive credits.



| Microsoft Unified – Rate Table |        |       |       |
|--------------------------------|--------|-------|-------|
| Enterprise package             | Server | User  | Azure |
| Year 2 Discounted Rate %       | 7%     | 5.25% | 7%    |
| Year 3 Discounted Rate %       | 7%     | 5.25% | 7%    |

| Appraised Product Spend by Category |                |                |               |                |
|-------------------------------------|----------------|----------------|---------------|----------------|
|                                     | Server         | User           | Azure         | TOTAL          |
| Year 1                              | USD 124,900.08 | USD 542,386.28 | USD 25,709.70 | USD 692,996.00 |
| Year 2                              | USD 124,900.08 | USD 542,386.28 | USD 25,709.70 | USD 692,996.00 |
| Year 3                              | USD 124,900.08 | USD 542,386.28 | USD 25,709.70 | USD 692,996.00 |



| Billing Schedule                    | Billing Date (M/d/yyyy) | Fee USD           |
|-------------------------------------|-------------------------|-------------------|
| One Time Payment                    | 11/1/2024               | 72,119.49         |
| One Time Payment                    | 11/1/2025               | 89,285.22         |
| One Time Payment                    | 11/1/2026               | 91,608.12         |
| <b>Total Fees (excluding taxes)</b> |                         | <b>253,012.83</b> |

### Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

|  |                |                                |
|--|----------------|--------------------------------|
| Name of Customer Support Service Administrator |                |                                |
| Jerrid R Sanders                               |                |                                |
| Street Address                                 |                | Contact E-Mail Address         |
| City Of Lubbock 1314 Avenue K                  |                | JSanders@mail.ci.lubbock.tx.us |
| City   | State/Province | Phone                          |
| Lubbock  | TX             | 806-775-2396                   |
| Country  | Postal Code    | Fax                            |
| United States                                  | 79401-2606     |                                |

### Use, ownership, restrictions and rights.

#### Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the information about Microsoft



Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

#### Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

#### Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

#### Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

#### Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.



### Affiliates' rights

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

### Restrictions on use.

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

### Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

## Microsoft Professional Services Data Protection Addendum and Confidentiality.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, each party's maximum, aggregate liability to the



other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

|                        |                         |
|------------------------|-------------------------|
| Microsoft Contact Name |                         |
| Leslie Foster          |                         |
| Phone                  | Contact E-Mail Address  |
|                        | v-lfoster@microsoft.com |



## Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

| Customer Name   | Licensing Program | Licensing Enrollment/Agreement Number/Billing Account ID |
|-----------------|-------------------|--|
| CITY OF LUBBOCK | Enterprise 6      | 76840323   |



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## Information

### Agenda Item

**Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute a Consultant Contract between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO), to provide Geographic Information System services to LMPO, for FY 2024-25 and FY 2025-26.

### Item Summary

This contract is an agreement between the City of Lubbock and Lubbock Metropolitan Planning Organization (LMPO), to provide Geographic Information System (GIS) services to LMPO.

The purpose of the project is to enhance the ongoing update of the City of Lubbock Land Use Data Files, in order to provide more accurate data input to the Texas Department of Transportation (TxDOT) Travel Demand Model, for forecasting future travel volumes within the Transportation Analysis Zones (TAZ). This project will result in spatial and tabular datasets, including geographic and demographic information for areas inside the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ).

The term of the agreement is from October 1, 2024, through September 30, 2026. The maximum revenue received by the City under this contract is not to exceed \$53,700 per year.

### Fiscal Impact

Revenue to the GIS and Data Services Department for services provided to LMPO, will not exceed \$53,700 per year.

### Staff/Board Recommending

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

---

## Attachments

Resolution - LMPO and GIS Consultant  
LMPO Contract GIS Services



## RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Consultant Contract for Geographic Information Systems (GIS) Services, by and between the City of Lubbock and the Lubbock Metropolitan Planning Organization (MPO), 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:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-MPO  
September 9, 2024



**LUBBOCK METROPOLITAN PLANNING ORGANIZATION  
CONSULTANT CONTRACT – GIS SERVICES**

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

This contract is made, entered and executed between the Lubbock Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization (MPO) of the Lubbock urbanized area & hereinafter called the MPO, and City of Lubbock, hereinafter called the Consultant.

---

**WITNESSETH**

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area(s) and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in **Subtask 2.2** of the **2025-2026 Unified Planning Work Program**, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows:

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]



## ***AGREEMENT***

### **Article 1. Contract Period**

This contract becomes effective when fully executed by all parties hereto or on **October 1, 2024**, whichever occurs later, and shall terminate upon the MPO's final approval of work completed by the Consultant or on **September 30, 2026**, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

### **Article 2. Responsibilities of the Parties**

The Consultant shall undertake and complete the task(s) as described in **Exhibit A, Scope of Services**, and in accordance with all terms and conditions included hereinafter. The MPO shall provide assistance as appropriate and as specified in said **Exhibit A**, including approval of all work.

### **Article 3. Compensation**

The maximum amount payable under this contract shall not exceed the amount of **Fifty-three Thousand Seven Hundred and NO/100 Dollars (\$53,700.00) PER YEAR**. The MPO may make partial proportionate payments of the fixed fee based on the amount of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in Article 3, Compensation. To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in **Exhibit A**. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

#### **Article 3.1 Consideration**

The consideration to be paid for the Services to be provided to the MPO as described in **Exhibit A** shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the MPO and Consultant.

#### **Article 3.2 Basis for Compensation**

It is understood by the MPO that in some cases the tasks listed in **Exhibit A** are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the 15<sup>th</sup> day of each month a detailed description of the task completed including at a minimum:

- (1) The number of man-hours used to perform the task;
- (2) Cost per man-hours;



- (3) Any other cost associated with producing the task;
- (4) An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary;
- (5) Completed timesheets of the individuals working on each task that are used to seek reimbursement; and
- (6) Total amount of reimbursement sought for the tasks.

### **Article 3.3     Funding**

The parties hereto agree that funds from which payments if any, under this Agreement shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide Consultant with seven (7) days' notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

### **Article 4.     Contract Amendments**

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

### **Article 5.     Additional Work**

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

### **Article 6.     Changes in Work**

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5. If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.



**Article 7. Omitted**

**Article 8. Inspection of Work**

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**Article 9. Disputes**

The parties hereto shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

**Article 10. Noncollusion**

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at **Appendix B**.

**Article 11. Reporting**

The Consultant shall submit quarterly performance reports that provide as a minimum:

- (1) A comparison of actual accomplishments to the goals established for the period;
- (2) Reasons why established goals were not met, if appropriate; and
- (3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within 90 days after completion of the contract. The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:



- (1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and
- (2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

#### **Article 12. Records**

The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **Article 13. Subcontracts**

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO. Subcontracts in excess of \$25,000 shall contain all required provisions of this contract.

#### **Article 14. Termination**

Either party to this Agreement may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the contract. The terminating party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use.

The MPO shall compensate the Consultant for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract,



provided that the work has been completed in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

#### **Article 15. Remedies**

Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

#### **Article 16. Compliance With Laws**

The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

#### **Article 17. Successors and Assigns**

The MPO and the Consultant each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

#### **Article 18. Ownership of Documents**

Upon completion or termination of this contract, all documents prepared by the consultant or furnished to the consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

#### **Article 19. Signatory Warranty**

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which signatory has executed this contract and that signatory has full and complete authority to enter into this contract on behalf of the firm.

#### **Article 20. Consultant Resources**

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the work authorized herein.



All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

#### **Article 21. Equal Employment Opportunity**

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

#### **Article 22. Nondiscrimination**

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

- (1) *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  - A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;
  - B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
  - C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
  - D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
  - E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
  - F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
  - G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
  - H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- (2) *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the



selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in **Appendix B** of the Regulations.

- (3) *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- (4) *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) *Sanctions for Noncompliance:* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Department of Highways and Public Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:
  - A. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - B. cancellation, termination, or suspension of the contract in whole or in part.
- (6) *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.



### **Article 23. Minority Business Enterprises**

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

- (1) The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts; and
- (2) The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

### **Article 24. Delinquent Tax Certification**

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

### **Article 25. Debarment/Suspension**

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at **Appendix A**.



#### **Article 26. Clean Air Act: Air Pollution Prevention & Control**

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134). The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

#### **Article 27. Buy America/Cargo Preference**

To the extent the requirements might apply, the Consultant agrees that he/she will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 through its contract with the MPO. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 through its contract with the MPO.

#### **Article 28. Independent Contractor**

It is understood and agreed that Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the MPO 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 29. Credit and Disclaimer Statement**

Pursuant to requirements of 23 USC Section 104(f), Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this contract:

*The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.*



**Article 30. Miscellaneous**

Any notice required by this Agreement shall be deemed to be properly served, if:

- (1) provided in person or by telephonic facsimile; or
- (2) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

Notice shall be given to:

|   |  |
|---|--|
| <i>For MPO:</i><br><br>H. David Jones,<br>Transportation Planning Director<br>Lubbock Metropolitan Planning Organization<br>916 Main Street, Suite 1210<br>Lubbock, Texas 79401<br>Facsimile: (806) 775-1675<br><br>w/ copy to:<br><br>Slater Elza<br>Underwood Law Firm<br>P.O. Box 16197<br>Lubbock, Texas 79490<br>Facsimile: (806) 793-1723 | <i>For Consultant:</i><br><br>City Secretary<br>City of Lubbock<br>P.O. Box 2000<br>Lubbock, Texas 79457<br>Facsimile: (806) 775-3983<br><br>w/ copy to:<br><br>James Brown<br>Director, Information Technology<br>City of Lubbock<br>P.O. Box 2000<br>Lubbock, Texas 79457<br>Facsimile: (806) 775-3033 |
|---|--|

**Article 31. VENUE**

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.



**Article 32. Entire Agreement**

This Agreement represents the entire and sole agreement between the MPO and Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

**Article 33. No Joint Venture**

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and the MPO.

**Article 34. Savings Provision**

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

**Article 35. No Third Party Beneficiaries**

Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than MPO and Consultant.

**Article 36. Authority**

Consultant represents and warrants to MPO that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Consultant to all terms and provisions of this Agreement and that such person possesses authority to execute this Agreement and bind Consultant hereto.

**Article 37. Non-Arbitration (*Required by the City of Lubbock*)**

The Consultant 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 Consultant shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.



**Article 38. Compliance with Chapter 2270, Subtitle F, Title 10, Texas Government Code**

The Parties warrants that they are in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) Parties do not boycott Israel; and (2) Parties will not boycott Israel during the term of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**MPO**



Chris Mandrell, Chair  
Transportation Policy Committee

**CONSULTANT**

Mark W. McBrayer  
Mayor, City of Lubbock

ATTEST:



Tammy Walker, MPO Secretary

ATTEST:

Courtney Paz, City Secretary

AS TO CONTENT:



H. David Jones  
Transportation Planning Director

AS TO CONTENT:



Erik Rejino  
Assistant City Manager

AS TO FORM:



Mitchell Satterwhite  
First Assistant City Attorney



**EXHIBIT A**  
**Scope of Services**

**Geographic Information Systems (GIS)**

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after **September 30, 2026**, and that the Project shall be completed in full before said date except as otherwise provided for in this Scope of Services.

The stated purpose of this project is to enhance the ongoing update of the City of Lubbock Land Use Data Files in order to be able to provide more accurate data input to the Texas Department of Transportation's (TxDOT's) Travel Demand Model for forecasting future traffic volumes within the Transportation Analysis Zones (TAZ).

This project will result in spatial and tabular datasets, including geographic and demographic information for areas inside the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ). Products include:

- (1) Spatial and tabular data, including political and census boundaries, TAZ and Serial Zone and other special areas as needed;
- (2) Geocoded street centerline information for areas within the Transportation Analysis Zones (TAZ). The centerline segments will be maintained by 100 blocks to facilitate traffic modeling;
- (3) Flood plain data within the approved TAZ to the extent that such data is available from FEMA and other sources;
- (4) Demographic data, as it becomes available from the Census Bureau and other sources;
- (5) Bus routes and stops, bus shelters, major traffic generators and other transit improvements to facilitate Title VI compliancy when requested by the MPO and with the cooperation of Citibus;
- (6) Detailed parcel mapping and database information processed from Lubbock Central Appraisal records, plats, building permits, and other sources for the area within the Lubbock city limits. Services include daily database maintenance and record maintenance to ensure accurate and comprehensive data in the City's land use database; and
- (7) More general land use information may be collected for areas outside the city limits but within the Metropolitan Area Boundary (MAB) and Transportation Analysis Zones (TAZs) from available sources as needed.



City will manage the Travel Demand Update data by Traffic Analysis Zones and will be able to produce studies including but not limited to:

- (1) Revising statistical data by TAZ from multiple sources, including identifying special generators;
- (2) Reviewing the demographic chapter of the Lubbock Metropolitan Plan;
- (3) Providing demographic information as requested by the LMPO;
- (4) Maintaining current geographic and political boundaries, including TAZ, for the Census Bureau; and
- (5) Other activities as requested by the MPO.
- (6) City will also assist the MPO in updating the Travel Demand Model through GIS assistance, including map production. City will also assist in map production for Title VI and Environmental Justice requirements.
- (7) City will also provide information about buildings, structures and sites for Section 106 review of projects in the MPO area, using the existing resources of the City of Lubbock Historic Site Survey and the Lubbock County Historical Survey (2008-2010). This does not, however, obligate the City to undertake additional historical research for MPO projects nor to act as a cultural resources consultant on projects in the MPO area.
- (8) City will include the LMPO on its enterprise license agreement with Esri, and make available all software and extensions that are included within that agreement to the LMPO.
- (9) At the conclusion of this Scope of Services, City will be able to produce a land use analysis, demographic characteristic analysis, and limited environmental analysis for areas within the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ). The information available to the MPO may be collected from other sources and agencies (including Lubbock Central Appraisal District and Lubbock Emergency Communication District) in addition to being created by the GIS and Data Services Department.

All subtasks set out in this Scope of Services shall be complete on or before **September 30, 2026** unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.



Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, Transportation Improvement Program, and the Congestion Management Plan as required by law and policies of the various stakeholders.

APPROVED:

  
H. David Jones  
Transportation Planning Director

  
Erik Rejino  
Assistant City Manager



**APPENDIX A  
DEBARMENT CERTIFICATION  
(Negotiated Contracts)**

- (1) City of Lubbock, as **CONSULTANT**, certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default.
- (2) Where the **CONSULTANT** is unable to certify to any of the statements in this certification, such **CONSULTANT** shall attach an explanation to this certification.

\*federal, state or local

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**MARK W. MCBRAYER, MAYOR**

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Date



**APPENDIX B**  
**CERTIFICATION FOR CONTRACTS, GRANTS,**  
**LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

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

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**MARK W. MCBRAYER, MAYOR**

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Date



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## Information

### Agenda Item

**Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute a Lease and Maintenance Agreement, and all related documents, with Wild West Harley-Davidson, for Police Motorcycles for the Lubbock Police Department.

### Item Summary

The motorcycle lease agreement will allow the Lubbock Police Department (LPD) to continue motorcycle traffic enforcement and police escort services. The police motorcycle squads are integral parts of the department's enforcement of traffic laws, due to their maneuverability in congested traffic conditions, and their ability to enforce traffic laws in areas not accessible to other police vehicles. Additionally, police motorcycle units provide escort services for funerals, parades, dignitaries, and other related functions.

The City issued an Invitation to Bid (ITB) for leasing 12 Police Motorcycles and related equipment, due to the current lease expiring.

In response to ITB 24-18236-KM, Wild West Harley-Davidson, the sole bidder, submitted a bid of \$455 per motorcycle, per month, for a 36-Month Lease. The yearly cost per motorcycle will be \$5,460. The annual cost for all 12 motorcycles will be \$65,520, and the total cost of the 36-Month Lease will be \$196,560.

Wild West Harley-Davidson will provide LPD with 12 Electra Glide Standard Police Motorcycles. Maintenance will not be a recurring monthly cost, but rather a scheduled service determined by mileage and need.

The Fleet staff recommends awarding this contract to Wild West Harley-Davidson for \$196,560.

### Fiscal Impact

The annual cost of \$65,520 for this lease is appropriated in the Lubbock Police Department's Operating Budget- Rental/Lease Account 5735.8407.

### Staff/Board Recommending

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

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## Attachments

Resolution - Lease for Motorcycles  
Agreement - Wild West Harley-Davidson Motorcycles







**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 Lease and Maintenance Agreement for Police Motorcycles, per ITB 24-18236-KM, by and between the City of Lubbock and Wild West Harley-Davidson, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

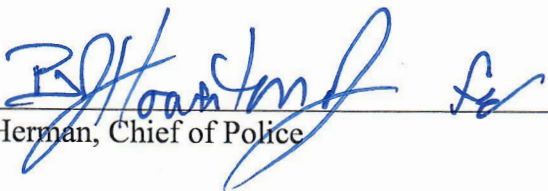
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR


ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Seth Herman, Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeff Hartsell, Deputy City Attorney



**City of Lubbock, TX**  
**Lease and Maintenance Agreement for Police Motorcycles**

**Motorcycle Lease Agreement**

**Wild West Harley-Davidson** (referred to as “Lessor”) agrees to lease to the City of Lubbock (referred to as “Lessee”) and Lessee agrees to lease from Lessor the motorcycles and equipment described in the attached Appendix A (referred to as leased property) under the following terms and conditions.

**1. Lease Term**

The term of this lease shall begin on the first day after delivery of the new bikes and continue for a period of thirty-six (36) consecutive months. The property leased under this agreement must be used solely for police and related law enforcement activities. Only one rider per motorcycle is permitted at one time.

**2. Payment Period**

Lessee shall pay to Lessor a monthly lease payment of **\$455 per** motorcycle, with CPI annual increase not to exceed 5%. The first payment is due and payable at Lessor’s place of business, **Wild West Harley-Davidson, 5702 58<sup>th</sup> St. Lubbock, TX 79424**, on the first day of March 2025 or the first day of month after delivery of the new motorcycles, whichever comes first and each subsequent payment will be due on the first day of each subsequent month during the term of the lease.

**3. Insurance**

Lessee shall maintain at its own expense insurance against casualty, bodily injury, property damage, and loss caused by or arising from the use and operation of the leased property. Coverage shall be pursuant to Resolution 2672 dated October 22, 1987, Section IV, item E, “the City of Lubbock Liability Self Insurance Program”. Lessee also shall maintain insurance sufficient to reimburse Lessor for **\$25,000.00** as per Section 7 of this agreement. Certificates or other satisfactory evidence of insurance will be furnished to Lessor by Lessee upon execution of this lease.

**4. Liens**

Lessee shall not directly or indirectly create, incur, grant or cause to be attached any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the leased property without the Lessor’s prior written approval. Lessee shall immediately, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if same shall arise at any time due to the Lessee’s action or inaction.



## **5. Taxes and Fees**

Lessee shall pay all appropriate taxes or fees or similar charges imposed by virtue of Lessee's ownership, possession or use of the leased property during the term of this agreement. This section shall not require Lessee to pay taxes, fees or charges from which Lessee is exempt pursuant to its status as a municipal corporation.

## **6. Care and Use of Equipment**

Lessee agrees to maintain at its own expense the leased property in accordance with the manufacturer's standard preventive maintenance contract and /or recommendations if any. All repairs shall be made at **Wild West Harley-Davidson, 5702 58th St, Lubbock, TX 79424.** Lessee, at its own expense, shall deliver the leased property to **Wild West Harley-Davidson** at regular Maintenance intervals set up by Lessor in accordance with the service schedule attached as Exhibit B. However, the repair and replacement of tires, regardless of reason, as well as purchase and use of gasoline and petroleum products will be the sole responsibility and expense of Lessee.

Lessee shall use reasonable care to protect the leased property from loss, theft, damage or deterioration, other than reasonable wear and tear. Lessee shall use the leased property for reasonable and customary police activities only, without abuse, and shall not make modifications, alterations or additions to the leased property without the written consent of Lessor, which shall not unreasonably be withheld.

Lessor shall have the right, immediately after notifying Lessee during regular business hours, to enter upon the premises where the leased property is located to inspect, observe or protect the Lessor's interest. Lessee shall afford the Lessor reasonable opportunity to do so.

## **7. Damage or Deterioration of Property**

In the event the leased property is damaged or destroyed by anyone, regardless of fault, while in the possession, custody or control of Lessee, the Lessee shall immediately have the leased property repaired and restored to its original condition, less reasonable wear and tear, at Lessee's own expense.

In the case of theft or total loss of the leased property, Lessee shall immediately pay Lessor the replacement value of the leased property, which shall be \$25,000.00 each.

## **8. Rider Responsibility and Privileges**

Lessee shall be responsible for keeping the motorcycles clean and shall immediately report any needed repairs to the Lessor. Lessee may allow riders to use the leased property to travel to and from work provided that the leased property is fully insured as herein required and that the distance to and from work is no more than 50 miles each way.



## 9. Events of Default and Remedies

Lessee shall be deemed to be in default under this agreement upon the happening of any of the following events:

- A. Lessee fails to make any periodic payment or fails to make any other payment required hereunder, or,
- B. Lessee breaches or fails to perform any term, covenant, condition or provision of this agreement.

Upon occurrence of any event of default as specified above, and should Lessee fail to remedy such event of default within a period of thirty (30) days after default occurs, Lessor shall have the right, after mailing written notice to Lessee of Lessor's intent to pursue any of the following remedies:

- 1. To repossess the leased property, which includes the right to sell or lease the property for the account of the Lessee, or to hold the Lessee liable for all accrued and unscheduled payments under the lease term. Lessor may, at its option, hold lessee responsible for the difference between payments payable under this agreement and the amount received, if any by Lessor for re-leasing property upon repossession. However, Lessor has no duty to re-lease property.
- 2. To initiate any action at law or in equity as may appear necessary in Lessor's sole discretion, or
- 3. To pursue and obtain any other remedy allowed in law or in equity. Lessor shall be deemed to be in default under this agreement upon the happening of any of the following events:
  - 1. Lessor fails to effect repairs to the leased property under Section 7 of this agreement within a reasonable time after delivery to Lessor.
  - 2. Lessor breaches or fails to perform any term, covenant, condition or provision of this agreement.

Upon the occurrence of any event of default as specified in paragraphs 1 or 2 above, and should Lessee fail to remedy such event default within a reasonable time after default occurs, Lessee shall have the right, after mailing written notice to the Lessor, to cancel this agreement without incurring any further liability or obligations hereunder.



## **10. Termination**

This agreement may be terminated by either party at the end of the third budget year of the Lessee during the term of the contract. Lessor, however, shall be entitled to all lease payments due or accrued to the date of such termination. Written notice of Lessee's intent to terminate must be sent to the Lessor at Lessor's business address at least thirty (30) days before the agreement is terminated.

## **11. Maintenance and Equipment**

Lessee shall furnish its own radios and all equipment necessary to operate said radios. Maintenance and installation of said radios shall be the sole responsibility of Lessee.

## **12. Sub-Lease or Assignment**

This agreement may not be assigned by either Lessor or Lessee. Neither Lessor nor Lessee may effect the sub-leasing of the leased property

## **13. Purpose**

Lessee represents, and Lessor expressly relies upon the representation in entering this contract, that the leased property is necessary to preserve or protect the public health and safety of Lubbock, Texas residents.

## **14. Ownership**

The parties to this lease agree that ownership of the leased property shall remain, at all times, in the Lessor's possession. This document represents a lease, not a lease-purchase agreement.

## **15. Invalidity Clause**

Should any term, condition, or provision of this contract be deemed or held invalid for any reason, all other terms, conditions and provisions shall, nevertheless, remain fully enforceable. The entire contract shall not be rendered void.

## **16. Venue and Jurisdiction**

This contract is performable in Lubbock County, Texas. Furthermore, the laws of Texas will control its interpretation and the resolution of all disputes arising under and related to it.

## **17. Entire Agreement**

This contract constitutes the entire agreement between parties. Any prior or contemporaneous representations or promises are not binding unless expressly included herein. Furthermore, this agreement cannot be modified except in writing signed by both parties.



## **18. 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, this provision shall control.

## **19. Non-Appropriation**

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

## **20. Lessor Acknowledges**

Lessor acknowledges by supplying any Goods or Services that the Lessor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Lessor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Lessor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

## **21. Texas Government Code Section 2252.152**

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.



## **22. Texas Public Information Act**

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Lessor agrees that the contract can be terminated if the Lessor 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, Lessor 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.

## **23. Texas Government Code Section 2274.002**

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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



## **24. Texas Government Code Section 2271.002**

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.

## **25. Confidentiality**

The Lessor 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.

## **26. Indemnity**

The Lessor 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 Lessor, its agents, employees, and/or sublessors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.



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

CITY OF LUBBOCK

\_\_\_\_\_  
Mark McBrayer, Mayor

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

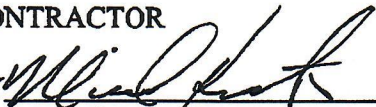
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Seth Herman, Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeff Hartsell, Deputy City Attorney

CONTRACTOR

BY   
\_\_\_\_\_  
Authorized Representative

Michael Keeton  
\_\_\_\_\_  
Print Name

5702 58th St  
\_\_\_\_\_  
Address

Lubbock TX 79424  
\_\_\_\_\_  
City, State, Zip Code



**Exhibit B**  
**Minimum Required Maintenance Schedule**  
**Harley-Davidson FLHP**

First Scheduled Maintenance.....1,000 Mile interval service  
(Additional service at 5000 mile intervals as indicated)  
5,000 Mile interval service  
10,000 Mile interval service  
15,000 Mile interval service

- Change engine oil and filter
- Inspect air cleaner and service as required
- At 1,000, 5,000, and 10,000 mile intervals: change primary chain case lubricant; adjust primary chain; adjust clutch; change transmission lubricant and clean magnetic drain plugs.
- Check/adjust drive belt.
- Lube the foot shift/brake lever bearings
- Inspect brake pads and discs for wear
- Check brake fluid reservoir levels and condition
- Inspect oil lines and brake system for leaks
- Lubricate the following:
  1. Front brake hand lever
  2. Throttle control cables
  3. Throttle
  4. Clutch control cable and hand lever
  5. Jiffy stand
- Inspect fuel lines and fittings for leaks
- Check/adjust tire pressure and inspect tread and state any safety concerns on RO
- Check battery and clean battery connections
- Check operation of all electrical equipment and switches
- Check air suspension-pressure, operation and leakage
- Check stabilizer links and engine mounts
- Check tightness of all critical fasteners:
  1. Hand controls
  2. Brake system
  3. Axle nuts
  4. Front fork components
  5. Riser and handlebar fasteners
- Check engine idle speed adjustment
- Inspect spark plugs
- Change spark plugs (10,000 Mile)
- Lubricate hinges, latches, fuel door, tour pak and saddlebags
- Lubricate and adjust steering head bearings/as needed
- Repack fork bearings/as needed
- Road test



## **APPENDIX A**

### **LEASED PROPERTY:**

Up to Twelve (12) Harley-Davidson FLHTP ELECTRA GLIDE police motorcycles with standard equipment, ABS brakes, siren, front pursuit lamps, engine guard strobe lights, and Tour-Paks with integrated LED/strobe lights.





## **Purchasing and Contract Management**

### **Project Summary**

#### **ITB 24-18236-KM**

#### **Lease and Maintenance Agreement for Police Motorcycles Motorcycle Lease**

Notice was published in the Lubbock Avalanche Journal on August 4 & August 11, 2024.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on the State of Texas Electronic State Business Daily.

Notice was published on Bonfire.com from August 4 to August 22, 2024.

13 vendors downloaded the documents using Bonfire.com.

3 vendors were notified separately.

1 vendor submitted a bid.



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## Information

### Agenda Item

**Resolution - Police:** Consider a resolution authorizing the Mayor to execute Purchase Order 10027796, with North American Rescue, LLC, for the purchase of Medical Supply Kits for the Lubbock Police Department.

### Item Summary

The Medical Supply Kits for the Lubbock Police Department are being purchased through Buy Board Contract 704-23. This purchase is for Medical Supply Kits, which have been specifically created for the Lubbock Police Department and includes items our officers have been trained to use. The kits have emergency trauma dressings, quick clot z fold combat gauze, large shears, combat application tourniquet and Hyfin vent chest seals in headrest mounted bag. These kits will be dispersed among the Lubbock Police Officers.

### Fiscal Impact

Purchase Order 10027796, for \$98,091.00 will be funded by Lubbock Police Academy Medical Supply Funds.

### Staff/Board Recommending

Seth Herman, Chief of Police

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## Attachments

Resolution- North American Rescue LLC

Purchase Order- North American Rescue LLC



**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order 10027796, for the purchase of Headrest Kits for the Lubbock Police Department, as per Purchasing Co-op Contract BuyBoard 704-23, by and between the City of Lubbock and North American Rescue LLC of Greer, South Carolina, and all 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:**

  
\_\_\_\_\_  
Seth Herman, Chief of Police

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ryan Brooke, Senior Assistant City Attorney





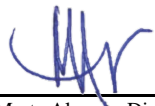
PURCHASE ORDER

Page - 1  
Date - 9/3/2024  
Order Number 10027796 000 OP  
Branch/Plant 5713

TO: NORTH AMERICAN RESCUE LLC  
35 TEDWALL COURT  
GREER SC 29650

SHIP TO: CITY OF LUBBOCK  
POLICE DEPARTMENT  
916 TEXAS AVENUE  
LUBBOCK TX 79401

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

BY:   
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 9/3/2024 Freight  
Requested 9/30/2024 Taken By YBUSBY  
Delivery PER L PEDERSON REQ 62158 PUR 18287/BUYBOARD 704-23

If you have any questions contact Lisa Pederson: LPederson@mylubbock.us Phone 806-775-2765

| Description/Supplier Item  | Ordered | Unit Cost | UM | Extension | Request Date |
|----------------------------|---------|-----------|----|-----------|--------------|
| Kit Headrest Lubbock PD TX | 450.000 | 217.9800  | EA | 98,091.00 | 9/30/2024    |
| 85-4690                    |         |           |    |           |              |
| Freight                    | 1.000   | 550.0000  | EA | 550.00    | 9/30/2024    |
| Total Order                |         |           |    | 98,641.00 |              |
| Terms NET 30               |         |           |    |           |              |

This purchase order encumbers funds in the amount of \$98,641.00 awarded to North American Rescue LLC of Greer, SC, on \_\_\_\_\_, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated August 20, 2024, from North American Rescue LLC of Greer, SC, and BuyBoard Contract 704-23.

Resolution # \_\_\_\_\_

CITY OF LUBBOCK:

ATTEST:

\_\_\_\_\_  
Mark McBrayer, Mayor

\_\_\_\_\_  
Courtney Paz, City Secretary



# PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

## Seller and Buyer agree as follows:

### ACCEPTANCE OF THIS PURCHASE ORDER:

CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer

in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.
28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departmentsal-websites/departments/purchasing/vendor-information>
30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
34. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: [orr@mylubbock.us](mailto:orr@mylubbock.us). Please send this request to this email address for it to be processed



**NORTH AMERICAN RESCUE®**

www.NARescue.com • 888.689.6277

**QUOTE****Q96204**

Quote Date: 08/20/2024

35 Tedwall Court Greer SC 29650  
Phone: (864) 675-9800  
Fax: (864) 675-9880

## QUOTE

**BILL TO:** M319090

Lubbock Police Academy  
508 DAVIS DR  
LUBBOCK, TX 79416-2112

**SHIP TO:****PO #:** FLOOD82024

LUBBOCK POLICE ACADEMY  
Jared Flood  
508 DAVIS DR  
LUBBOCK, TX 79416-2112  
P: (806) 438-7944

Entered By: Carson Earnhardt cearnhardt@narescue.com

Date/Time Printed: 08/20/24 09:12

| Contact Name    | Contact Phone | Contact Email       |          |            |
|-----------------|---------------|---------------------|----------|------------|
| Jared Flood     |               | JFlood@mylubbock.us |          |            |
| Shipping Method | FOB Type      | Payment Terms       | Master # | Exp. Date  |
| 970-BESTWAY     | ORIGIN        | CREDIT CARD         | 861862   | 09/19/2024 |

| Quantity | UOM | Item Number | Item Description                                    | Item Weight | Ext. Weight | Unit Price | Extended Price |
|----------|-----|-------------|---|-------------|-------------|------------|----------------|
| 450      | EA  | 85-4690     | KIT, HEADREST - LUBBOCK PD - TX<br>BUYBOARD: 704-23 | 0.00        | 0.00        | \$217.98   | \$98,091.00    |

| Payment Remittance:   |   | Subtotal     | \$98,091.00        |
|---|---|--------------|--------------------|
| North American Rescue, LLC<br>PO Box 360320<br>Pittsburgh, PA 15251-6320<br>Account #: 9089953<br>SWIFT #: IRVTUS3N | North American Rescue, LLC<br>Routing #: 043000261<br>CAGE CODE: 06ST7<br>Please visit us at www.narescue.com | Discount     | \$0.00             |
|   |   | Freight      | \$550.00           |
|   |   | Tax          | \$0.00             |
|   |   | <b>Total</b> | <b>\$98,641.00</b> |

Subject to NAR's Terms & Conditions. For details, please visit: <https://www.narescue.com/legal/terms-and-conditions>.

The ARMOR product is controlled by the Export Administration Regulations (EAR). It may not be exported, sold, transferred, transported, or shipped outside of the U.S., either in its original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as authorized by U.S. law and regulations.



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## Information

### Agenda Item

**Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute an agreement, by and between the City of Lubbock and the State of Texas, acting through the Texas Department of Transportation, for the temporary closure of state right-of-way during the 2024 United Supermarkets Lubbock Marathon.

### Item Summary

The Mayor's Fitness Council is hosting the 2024 United Supermarkets Lubbock Marathon in the City of Lubbock on Sunday, October 27, 2024. Organizers anticipate 1,500 athletes will participate in this one-day event.

A 1-mile Kids Fun Run will be held for runners under the age of 8. Other events are a 5k (3.1 miles), a 10k (6.2 miles), a half-marathon (13.1 miles), and a full marathon (26.2 miles). The races will begin and end downtown at the Buddy and Maria Elena Holly Plaza where there will be food trucks, local vendors, and a festive atmosphere for spectators.

The proposed resolution authorizes the Mayor to execute an agreement with the State of Texas acting through the Texas Department of Transportation (TxDOT), for the temporary closure of state right-of-way. This agreement is in the best interest of public safety and welfare of the citizens of Lubbock, to expedite all other traffic matters related to the 2024 United Supermarkets Lubbock Marathon. The following intersections would be temporarily impacted upon approval of this agreement:

Intersection of IH 27 and Broadway  
Intersection of US 62 (E19th Street / Idalou Road) and Cesar Chavez Drive  
Intersection of US 82 (Parkway Drive) and Cesar Chavez Drive  
Intersection of IH 27 and Cesar Chavez Drive  
Intersection of Marsha Sharp Freeway Frontage Road and Buddy Holly Ave  
Intersection of US 84 (Avenue Q) and Glenna Goodacre Boulevard

### Fiscal Impact

None

### Staff/Board Recommending

Brooke Witcher, Assistant City Manager

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## Attachments

Resolution  
TXDOT 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, an Agreement for the temporary closure of State right-of-way, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT), regarding a temporary closure of State right-of-way during the 2024 United Supermarkets Lubbock Marathon. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**THAT** the City Council finds it in the best interest of the public safety and welfare of the citizens of Lubbock to expedite all other traffic matters related to the 2024 United Supermarkets Lubbock Marathon, and in doing so hereby delegates authority to the City Manager, or his designee, to execute any necessary or related documents or amendments associated with this agreement.

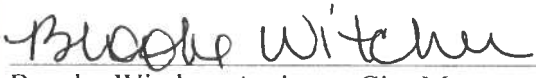
**Passed by the City Council on \_\_\_\_\_.**

\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Brooke Witcher, Assistant City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ryan Brooke, Senior Assistant City Attorney



STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**AGREEMENT FOR THE TEMPORARY CLOSURE  
OF STATE RIGHT OF WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Lubbock, TX, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

**W I T N E S S E T H**

1. **WHEREAS**, the State owns and operates a system of highways for public use and benefit, including \_

\_\_\_\_\_, in Lubbock, County; and

**WHEREAS**, the local government has requested the temporary closure of Intersection of US 62/SH 114 (East 19<sup>th</sup>) and Canyon Lakes Drive

Intersection of IH 27 and Broadway

Intersection of US 62 (E19th Street / Idalou Road) and Cesar Chavez Drive

Intersection of US 82 (Parkway Drive) and Cesar Chavez Drive

Intersection of IH 27 and Cesar Chavez Drive

Intersection of Marsha Sharp Freeway Frontage Road and Buddy Holly Ave

Intersection of US 84 (Avenue Q) and Glenna Goodacre Boulevard

\_\_\_\_\_ for the purpose of  
conducting a portion of the 26.2 mile run of the United Market Street Lubbock  
Marathon to \_\_\_\_\_ as described in the attached "Exhibit A," hereinafter  
identified as the "Event;" and

**WHEREAS**, the Event will be located within the local government's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

**WHEREAS**, on the \_\_\_\_\_ the Lubbock City Council passed Resolution / Ordinance No. \_\_\_\_\_, attached hereto and identified as "Exhibit B," establishing that

—



the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## **A G R E E M E N T**

### **Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

### **Article 2. EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

### **Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be



adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination



of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

#### **Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

#### **Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

#### **Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:



|                                 |                                      |
|---------------------------------|--------------------------------------|
| <b>Local Government:</b>        | <b>State:</b>                        |
| ____ City of Lubbock _____      | Texas Department of Transportation   |
| ____ Attn: City Manager _____   | ____ Steve Warren _____              |
| ____ 1314 Ave K _____           | ____ 135 Slaton Road _____           |
| ____ Lubbock, Texas 79401 _____ | ____ Lubbock, Texas 79404-5201 _____ |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.



Agreement No. \_\_\_\_\_

Each party is signing this agreement on the date stated beside that party's signature.

**THE CITY OF** \_\_\_LUBBOCK\_\_\_\_\_

Executed on behalf of the local government by:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Official

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

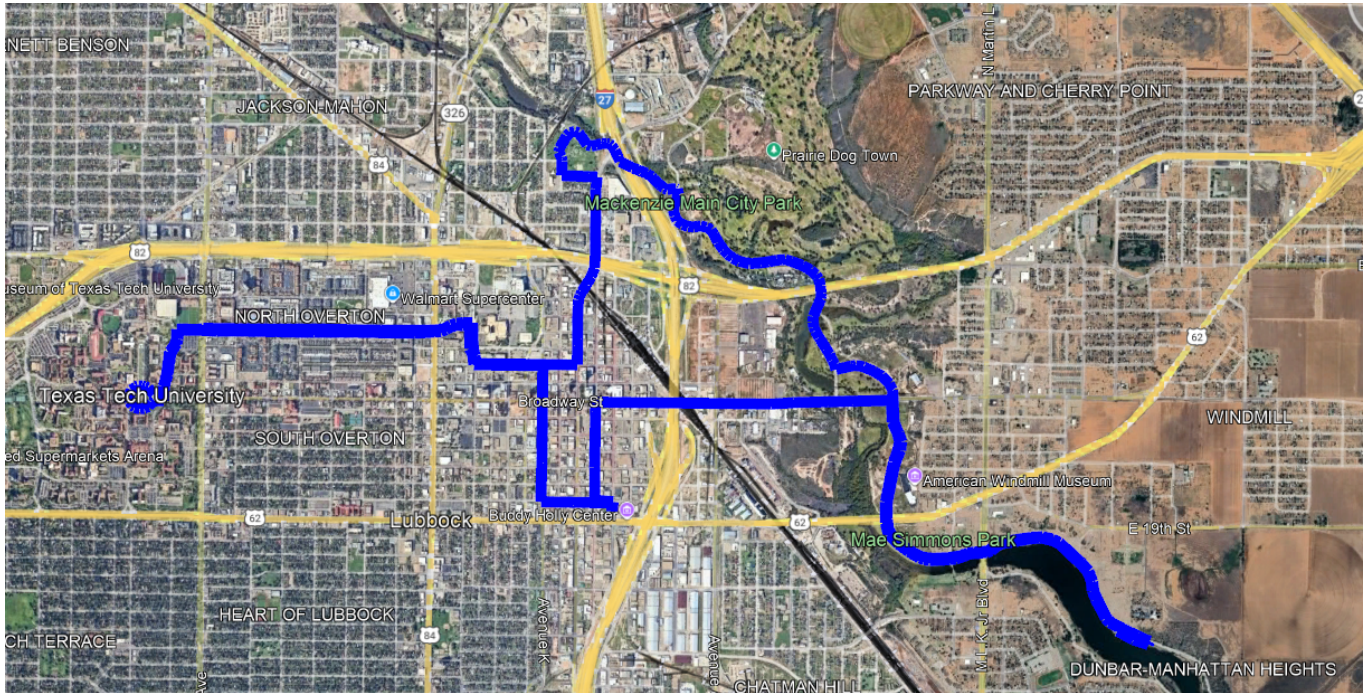
**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer



## Exhibit A





**Exhibit B**

Agreement No. \_\_\_\_\_



**Exhibit C**

Agreement No. \_\_\_\_\_



### **Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to,

- plan development,
  - Donated by Marti Greer BSLT Triathlon Inc
- materials,
  - Donated by Marti Greer BSLT Triathlon Inc
- labor,
  - Donated by Volunteers
- public notification,
  - Donated by Primitive Social
- providing protective barriers and barricades,
  - Donated by Marti Greer BSLT Triathlon Inc.
- protection of highway traffic and highway facilities,
  - Due to the Mayors Fitness Council being a 501 (c) (3), the protection of highway traffic and highway facilities is being donated
- all traffic control and temporary signing.
  - Due to the Mayors Fitness Council being a 501 (c) (3), the traffic control and temporary signing is being donated

The required paperwork and plan development and execution have been submitted to TXDOT by Marti Greer as of 6/26/2023.





July 22, 2024

Jeremy Dearing & Steve Warren  
Texas Department of Transportation  
135 Slaton Rd.  
Lubbock, Texas 79404

Mr. Dearing and Mr. Warren,

The Lubbock Police Department will provide traffic control for the United Supermarkets Lubbock Marathon on 10/27/2024.

Sincerely,

Lt. Eric Quijada

36 E Lakeshore Dr. Ransom Canyon, Texas 79366  
[www.buffalospringslaketriathlon.com](http://www.buffalospringslaketriathlon.com)





June 26, 2022

Jeremy Dearing and Steve Warren  
Texas Department of Transportation  
135 Slaton Rd.  
Lubbock, Texas 79404

Mr. Dearing and Mr. warren,

We are preparing for the United Supermarkets Lubbock Marathon on 10/27/2024. The letter sent to Lt. Eric Quijada of the Lubbock Police Department is enclosed. Please let me know if this information is sufficient.

Thank you for all your help.

Sincerely,

**Marti Greer**

Marti Greer  
806.438.0893  
IM703lbk.marti@gmail.com

36 E Lakeshore Dr. Ransom Canyon, Texas 79366  
[www.buffalospringslaketriathlon.com](http://www.buffalospringslaketriathlon.com)





July 22, 2024

Lt. Eric Quijada  
PO Box 10536  
Lubbock, Texas 79408

Lt. Quijada,

Thank you so much for your help in supporting the United Supermarkets Lubbock Marathon.

Enclosed please find a letter to be signed by you and forwarded to the Texas Dept. of Transportation. Your men are great. Thank you for allowing them to serve in this position.

I have also enclosed a copy of the map of the run for your convenience.

Please let me know if you need anything further from me. I look forward to working with you.

Sincerely,

Marti Greer  
36 East Lakeshore Dr.  
Ransom Canyon, Texas 79366  
IM703lbk.marti@gmail.com  
cell: 438.0893



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## Information

### Agenda Item

**Resolution - City Council:** Consider a resolution approving a contract amendment to American Rescue Plan Act (ARPA) Agreement No. 17174, between the City of Lubbock and YWCA of Lubbock, for job training services.

### Item Summary

On February 28, 2023, the City Council approved an agreement with the YWCA of Lubbock for job training services. The agreement was in the amount of \$420,000 and the term set forth in the agreement is through September 30, 2024.

The YWCA of Lubbock conducts classes to train students in a child care professional accelerator program. Students enrolled in the program receive a minimum of 120 hours of instruction and 480 hours of work experience over a 15-18 week period. The program includes working with children, in order to qualify for a Child Development Assistant (CDA) certification, and job placement support services. As part of the program, background checks and fingerprinting are completed by each participant, so that immediately upon graduation, the graduate will be ready to be hired and serve as a qualified and well-prepared early childhood professional.

The agreement funds up to \$3,000 per student, per class, for an amount not to exceed \$420,000, with the agreement expiring September 30, 2024. The agreement funds program expenses, including staffing, trainers, and supplies. YWCA of Lubbock has utilized \$156,000 of the \$420,000 in the agreement and they are requesting an extension. 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

Christy Martinez-Garcia, Mayor Pro Tem, District 1  
Gordon Harris, Councilman, District 2

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## Attachments

Resolution  
Amendment



**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. 17174 for child care workforce training, by and between the City of Lubbock and the YWCA of Lubbock, Texas, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

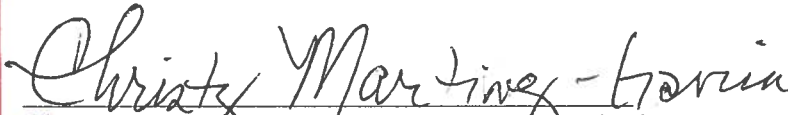
Passed by the City Council on \_\_\_\_\_.


\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Christy Martinez-Garcia, Mayor Pro Tem, District 1

  
\_\_\_\_\_  
Gordon Harris, Councilman, District 2

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney



**Amendment 1  
To Agreement Between  
The City of Lubbock, TX  
And  
YWCA of Lubbock, Texas**

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT No. 17174 dated and entered into the 28th day of February 2023 by and between the City of Lubbock ("City") and YWCA of Lubbock, Texas, ("Subrecipient"), for expenses associated with a child care workforce training program for members of the community most disproportionately impacted by the COVID-19 pandemic ("Project").

WITNESSETH:

WHEREAS, the City and YWCA 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

YWCA of Lubbock, Texas  
SAM No. NRJ4HEGEA286

By: 

Glenda Mathis, Chief Operating Officer



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## Information

### Agenda Item

**Resolution - City Secretary:** Consider a resolution to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District.

### Item Summary

Section 6.03 of the Texas Property Tax Code establishes the selection process for taxing unit appointments of five appraisal district directors. To be valid, nominations must be made by Resolution of the Governing Body (City Council) and submitted to the Chief Appraiser before October 15, 2024.

The City of Lubbock currently has five directors serving on the board:

Sonny Garza  
Brady Goen  
Greg Jones  
Bobby McQueen  
Noe Reynolds

All of the aforementioned members are eligible for reappointment.

SB2, passed during the 88th Legislature 2nd Special Session, states that appointed district directors shall serve staggered four-year terms. In the past, the directors served two-year terms. Last year during the selection process, directors were appointed to serve a one-year term beginning on January 1, 2024, and ending on December 31, 2024, to comply with SB2. The five directors appointed during the 2024 selection process will serve staggered terms, with two terms ending on December 31, 2025, and three terms ending on December 31, 2027. Thereafter, all appointed directors will serve four-year terms with the nomination process in every other odd numbered year.

### Fiscal Impact

None

### Staff/Board Recommending

Courtney Paz, City Secretary

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## Attachments

LCAD Nomination Resolution  
LCAD Letter - 2024



**RESOLUTION**

WHEREAS, Section 6.03 of the Tax Code of the State of Texas applies to and is controlling on the City of Lubbock, Texas, as a taxing unit; and

WHEREAS, there is created under the provisions of this statute, a Board of Directors to govern the Appraisal District. The City of Lubbock is desirous of nominating candidates to be placed on the ballot for election to this Board of Directors as provided by this statute; NOW THEREFORE,

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

1. THAT the following persons are nominated by the governing body of the City of Lubbock as candidates for positions on the Board of Directors of the Appraisal District created for the County of Lubbock:

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

2. THAT the names of these candidates be submitted by the Mayor to the Chief Appraiser of the Appraisal District to be placed on the ballot for election to serve staggered terms with two terms ending December 31, 2025, and three terms ending December 31, 2027.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
W. Jarrett Atkinson, City Manager

AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney



# LUBBOCK CENTRAL APPRAISAL DISTRICT

TIM RADLOFF, RPA, RTA, CCA  
Chief Appraiser / Administrator

OFFICE OF THE  
CHIEF APPRAISER



August 27, 2024

Ms. Courtney Paz  
City Secretary  
City of Lubbock  
P.O. Box 2000  
Lubbock, TX 79457-2000

Dear Ms. Paz:

It is time once again to conduct the selection process for appraisal district directors. SB2, passed during the 88<sup>th</sup> Legislature 2<sup>nd</sup> Special Session, states that appointed district directors shall serve staggered four-year terms. In the past, the directors served two-year terms. Last year during the selection process, directors were appointed to serve a one-year term beginning January 1, 2024 and ending December 31, 2024 to comply with SB2. The five directors appointed during the 2024 selection process will serve staggered terms with two terms ending December 31, 2025 and three terms ending December 31, 2027. Thereafter all appointed directors will serve four-year terms with the nomination process in every other odd numbered year.

Another change made by SB2 that I would like to remind you of is the increase in the number of total appraisal district directors. As of July 1, 2024, the district's board is now made up of nine directors. Five are appointed by the taxing units as outlined below as you have done in the past. Three directors were elected during the general election, which took place May 4, 2024. Terms for the three elected directors began July 1, 2024 and end December 31, 2026. The County Tax Assessor-Collector fills the ninth position.

Section 6.03 of the Texas Property Tax Code, establishes the selection process for taxing unit appointments of five appraisal district directors. This process is not an "election" governed by the Texas Election Code but an independent procedure unique to the property tax system. **To be valid nominations MUST be by RESOLUTION of your GOVERNING BODY and submitted to the CHIEF APPRAISER BEFORE OCTOBER 15, 2024.**

Your current board members, all of whom are eligible for re-appointment, are:

***Sonny Garza, Lubbock***  
City Bank

***Brady Goen, Shallowater***  
Texas Boys Ranch and Farmer

***Greg Jones, Lubbock***  
Prosperity Bank, retired

***Noe Reynolds, Lubbock***  
Noe's Automotive Service

***Bobby McQueen, Lubbock***  
McQueen Company Realtors



The following are several important dates for the selection process as contained in Section 6.03 of the Texas Property Tax Code:

***Before October 1*** - The chief appraiser shall calculate the number of votes to which each taxing unit is entitled and shall deliver written notice; (1) to the county judge and each commissioner of the county served by the appraisal district; (2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager; and (3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of each school district.

***Before October 15*** - The presiding officer of the governing body of the unit shall submit the name(s) of the unit's nominee(s), if any, to the chief appraiser. (Each taxing unit that is entitled to vote **may nominate by resolution adopted by its governing body** one candidate for each position to be filled on the board of directors.)

***Before October 30*** - The chief appraiser shall prepare a ballot listing the candidates alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

***Date Varies*** – Property Tax Code Section 6.03 (k-1) requires the governing body of a taxing unit entitled to cast at least 5% of the total number of votes to determine its vote for its appraisal district's board of directors by resolution adopted at the first or second open meeting held after the date the chief appraiser delivers the ballot. The governing body must then submit its vote to the chief appraiser not later than the 3rd day following the date the resolution is adopted. Because City of Lubbock has more than 5% of the vote, your board will need to follow these procedures of when to vote and the deadline for delivering the adopted resolution.

***Before December 31*** - The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results to the governing body of each taxing unit in the district and to the candidates. The chief appraiser shall resolve a tie vote by any method of chance.

Enclosed you will find the number of votes to which each taxing unit is entitled as prescribed by Section 6.03 (d) and (e) of the Texas Property Tax Code. Thank you for your interest and participation in this selection process. If you have any questions concerning this matter, please contact me at your convenience.

Respectfully submitted,



Tim Radloff

Enclosure



# 2024 CALCULATION OF VOTES TO SELECT FIVE DIRECTORS FOR THE LUBBOCK CENTRAL APPRAISAL DISTRICT

| TAXING UNIT    | 2023 LEVY          | PERCENTAGE<br>2023 LEVY<br>TOTAL LEVY | X 1000       | X Number of<br>Directors | Number<br>of Votes |
|----------------|--------------------|---------------------------------------|--------------|--------------------------|--------------------|
| <b>CITIES</b>  |                    |                                       |              |                          |                    |
| Abernathy      | 200,713            | 0.03845%                              | 0.38         | 5                        | 2                  |
| Idalou         | 812,141            | 0.15556%                              | 1.56         | 5                        | 8                  |
| Lubbock        | 123,109,846        | 23.58104%                             | 235.81       | 5                        | 1,178              |
| New Deal       | 310,052            | 0.05939%                              | 0.59         | 5                        | 3                  |
| Ransom Canyon  | 1,169,076          | 0.22393%                              | 2.24         | 5                        | 11                 |
| Shallowater    | 1,646,068          | 0.31530%                              | 3.15         | 5                        | 16                 |
| Slaton         | 1,596,675          | 0.30583%                              | 3.06         | 5                        | 15                 |
| Wolfforth      | 5,301,478          | 1.01547%                              | 10.15        | 5                        | 51                 |
| <b>SCHOOLS</b> |                    |                                       |              |                          |                    |
| Abernathy      | 1,159,829          | 0.22216%                              | 2.22         | 5                        | 11                 |
| Frenship       | 71,093,955         | 13.61767%                             | 136.18       | 5                        | 681                |
| Idalou         | 4,462,913          | 0.85485%                              | 8.55         | 5                        | 43                 |
| Lorenzo        | 82,706             | 0.01584%                              | 0.16         | 5                        | 1                  |
| Lubbock-Cooper | 60,644,487         | 11.61613%                             | 116.16       | 5                        | 581                |
| Lubbock        | 119,836,227        | 22.95400%                             | 229.54       | 5                        | 1,148              |
| New Deal       | 6,132,902          | 1.17473%                              | 11.75        | 5                        | 59                 |
| Roosevelt      | 3,027,289          | 0.57986%                              | 5.80         | 5                        | 29                 |
| Shallowater    | 6,242,752          | 1.19577%                              | 11.96        | 5                        | 60                 |
| Slaton         | 6,727,929          | 1.28870%                              | 12.89        | 5                        | 64                 |
| Southland      | 6,824              | 0.00131%                              | 0.01         | 5                        | 0                  |
| <b>COUNTY</b>  |                    |                                       |              |                          |                    |
| Lubbock County | 108,507,375        | 20.78402%                             | 207.84       | 5                        | 1,039              |
| <b>TOTALS</b>  | <b>522,071,239</b> | <b>1.00000</b>                        | <b>1,000</b> |                          | <b>5,000</b>       |



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## Information

### Agenda Item

**Resolution - Finance:** Consider a resolution amending the Gateway Street Projects Fund to define the scope of revenues from franchise fees to be included in the Fund.

### Item Summary

On February 19, 2004, the City Council adopted Resolution No. 2004-R0099, establishing the Gateway Streets Projects Fund, in order to provide a source of construction funding for street projects designed to spur development, growth, and redevelopment in Lubbock. The resolution set forth a dedicated revenue source of 40% of the franchise fees, or access line fees paid by the outside utilities and Lubbock Power and Light, beginning with the Fiscal Year 2004-05 Adopted Budget. On February 14, 2021, the City Council adopted Resolution 2021-0345 amending the Gateway Streets Projects Fund to expand the qualifying roadway projects for Arterial Roadways, in order to enlarge existing roadways to increase capacity, rebuild existing roadways to improve safety, and/or construct new roadways.

The City of Lubbock, starting in FY 2024-25, will begin receiving a new source of franchise fee revenue from Lubbock Power and Light for the Transmission Cost of Service (TCOS) lines. This amendment defines the scope of the types of revenues from franchise fees to be included in the Fund. Beginning with the FY 2024-25 City Budget, the revenue of forty percent (40%) of franchise fees and access line fees, not including the Transmission cost of service (TCOS) franchise fees, collected for each public utility that pays those fees, shall be deposited into the Fund.

### Fiscal Impact

Gateway Fund will continue to receive the franchise fee revenue that it currently receives. The amendment clarifies that the franchise fee revenue for the Transmission Cost of Service (TCOS) lines, is not included in the Gateway funding.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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## Attachments

Gateway Streets Project Fund Resolution



## **RESOLUTION**

**WHEREAS**, the City Council of the City of Lubbock (the "Council") established the "GATEWAY STREET PROJECTS FUND" (the "Fund") to provide a source of construction funding for street projects designed to spur development, growth, and redevelopment in Lubbock; and

**WHEREAS**, the City of Lubbock (the "City") collects franchise fees and line access fees from public utilities using and renting the public rights-of-way within the City; and

**WHEREAS**, through the passage of Resolution No. 2004-R0099, the City began using forty percent (40%) of said franchise fee revenues and access line fees to fund the Fund with the Fiscal Year 2004-2005 City budget; and

**WHEREAS**, through the passage of Resolution No. 2021-R0345, the City expanded the qualifying roadway projects for Arterial Roadways in order to enlarge existing roadways to increase capacity, rebuild existing roadways to improve safety, and/or construct new roadways; and

**WHEREAS**, the Council desires to amend Resolution No. 2021-R0345 to narrow scope of the types of revenues from franchise fees to be included in the Fund;

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

1. **THAT** Resolution No. 2021-R0345 is hereby amended to provide that, beginning with the FY 2024-2025 City budget, the revenue of forty percent (40%) of franchise fees and access line fees, not including the Transmission cost of service (TCOS) franchise fees, collected for each public utility that pays said fees shall be deposited into the Fund; and
2. **THAT** the remainder of Resolution No. 2021-R0345 shall remain in full force and affect except as changed herein.

**Passed by the City Council on \_\_\_\_\_.**

**MARK W. MCBRAYER, MAYOR**



**ATTEST:**

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Courtney Paz, City Secretary

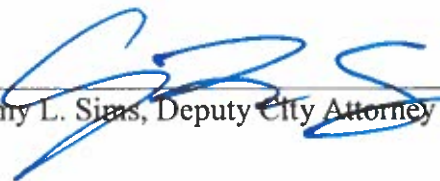
**APPROVED AS TO CONTENT:**



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Erik Rejino, Assistant City Manager

**APPROVED AS TO FORM:**



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Amy L. Sims, Deputy City Attorney

Res. Gateway Fund FY2024-25



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## Information

### Agenda Item

**Public Hearing - Planning (District 2):** Consider a request for Zone Case 1531-B, a request of Judith Struggs for a Historic Preservation Overlay District (HPO) to designate a property with a Local Historic Designation, on property zoned Low Density Single-Family District (SF-2) per Sections 39.02.009 and 2.03.662, at 2002 Cedar Avenue, located south of East 20th Street and west of Cedar Avenue, T.E. Wheelock's Second Addition, Block 15, Lots 11 and 12, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Urban Design and Historic Preservation Commission heard this case on July 16, 2024, and recommended approval of the request by a vote of 6-0-0. The Planning and Zoning Commission heard this case on September 5, 2024, and recommended denial of the request by a vote of 2-5-0.

### Fiscal Impact

None

### Staff/Board Recommending

Erik Rejino, Assistant City Manager  
Kristen Sager, Director of Planning  
Urban Design and Historic Preservation Commission  
Planning and Zoning Commission

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## Attachments

Ordinance 1531-B  
Zone Case 1531-B Staff Report  
Documentation 1531-B



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. 1531-B; A ZONING CHANGE FROM SF-2 TO SF-2 WITH HPO ZONING DISTRICT AT 2002 CEDAR AVENUE, LOCATED SOUTH OF EAST 20<sup>TH</sup> STREET AND WEST OF CEDAR AVENUE, T.E. WHEELOCK'S SECOND ADDITION, BLOCK 15, LOTS 11 AND 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, with the Commission recommending denial of the proposed changes in zones 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 the 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. 1531-B**

**SECTION 1. THAT** Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2** to **SF-2 with HPO** zoning district at **2002 Cedar Avenue, located south of East 20<sup>th</sup> Street and west of Cedar Avenue, T.E. Wheelock's Second Addition, Block 15, Lots 11 and 12, 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 \_\_\_\_\_.**

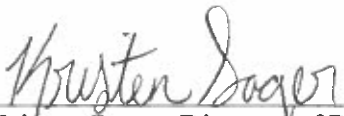
**Passed by the City Council on second reading on \_\_\_\_\_.**

**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/ZC1531-B  
September 5, 2024



| Staff Report         |  | Zone Case 1531-B   |
|----------------------|--|--------------------|
| City Council Meeting |  | September 24, 2024 |

**Applicant** Judith Struggs

**Property Owner** Judith Struggs

**Council District** 2

**Recommendations**

- Staff recommends approval of the request.

**Prior Board or Council Action**

- February 8, 1921, Ordinance No. 197: The subject property was annexed into City limits.
- March 13, 1941, Ordinance No. 661: The subject property was zoned Multi-Family District (E).
- April 6, 1955, Ordinance No. 1695: The subject property was rezoned from District E to Multi-Family District (R-3).
- August 8, 1968, Zone Case 1531, Ordinance No. 5471: The subject property was rezoned from R-3 to Single Family District (R-1).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-1 to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- July 16, 2024: The Urban Design and Historic Preservation Commission recommended approval for a Historic Preservation Overlay District (HPO), by a vote of 6-0-0.
- September 5, 2024, Zone Case 1531-B: The Planning and Zoning Commission recommended denial of a request for an HPO by a vote of 2-5-0.

**Notification Summary**

- Notifications Sent: 45
- Received In Favor: 5
- Received In Opposition: 0

**Site Conditions and History**

The subject property, addressed as 2002 Cedar Avenue, was platted on May 6, 1909, as T.E. Wheelock's Second Addition, Block 15, Lots 11 and 12. The lot is developed with a single-family residence constructed in 1949 by the property owner, Mr. E.C. Struggs.

**Adjacent Property Development**

The properties to the east and south are zoned SF-2 and are developed with residential homes. The property to the west is zoned High Density Residential District (HDR) and is developed with a church. To the north, the property is zoned Heavy Commercial District (HC) and is developed with a Funeral Home.

**Zoning Request and Analysis**

**Item Summary**

The applicant is requesting a Historic Preservation Overlay District (HPO) to designate the property with a Local Historic Designation. There are thirteen different criteria, which make a property eligible for a Local Historic Designation. The applicable criterion in this case is "Identification with a person or persons who significantly contributed to the culture and development of the city, state, or the United States."



**Current zoning:** Low Density Single-Family District (SF-2)

**Requested overlay:** Low Density Single-Family District (SF-2) with a Historic Preservation Overlay District (HPO)

#### *Intent Statements*

The purposes of the Historic Preservation Overlay (HPO) district are to:

1. **History.** Protect, enhance, and perpetuate historic landmarks and areas that represent or reflect distinctive and important elements of the City's and State's architecture, landscape architecture, archeology, culture, social, economic, ethnic, and political history, and to develop appropriate settings for such places;
2. **Heritage.** Safeguard the City's historic and cultural heritage, as embodied and reflected in such historic landmarks by appropriate regulations;
3. **Property Values.** Stabilize and improve property values in such locations;
4. **Civic Pride.** Foster civic pride in the beauty and accomplishments of the past;
5. **Tourism.** Protect and enhance the City's attractions to tourists and visitors and provide incidental support and stimulus to business and industry;
6. **Economy.** Strengthen the economy of the City;
7. **Utilization of Districts.** Promote the use of historic landmarks and historic preservation districts for the culture, prosperity, education, and general welfare of the citizens and visitors to the City;
8. **Education.** Provide educational opportunities to increase public appreciation of the City's unique heritage.

**CRITERIA FOR HISTORIC LANDMARK DESIGNATION (11)** Identification with a person or persons who significantly contributed to the culture and development of the city, state, or the United States.

**E.C. Struggs - (1900-1979)** Educator, School Administrator. Mr. Struggs served as a teacher and principal of Dunbar High School from 1930 to 1965. He was the first principal of Dunbar High School with a college degree. Struggs Junior High School was named in his honor in 1965, was later renamed Dunbar-Struggs High School from 1979 to 1993, and later repurposed as Struggs Learning Center. Mr. Struggs was the longest-serving principal of Dunbar High School (1930-1965). In 1930, enrollment at Dunbar High School was 100 students. In 1965, the year Mr. Struggs retired as principal; Dunbar High School employed 55 teachers and enrolled over 1,000 students. Mr. Struggs also served on the board for Carver Heights Nursery and the Southeast Lubbock Development Agency. He was an active member of Bethel A.M.E. Church.

#### **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**

Ashley Padilla  
Planner  
Planning Department  
806-775-2107  
[ashleypadilla@mylubbock.us](mailto:ashleypadilla@mylubbock.us)

Victor Escamilla  
Planning and Zoning Manager  
Planning Department  
806-775-3029  
[vescamilla@mylubbock.us](mailto:vescamilla@mylubbock.us)



## Case Information: Zone Case 1531-B



**Allowable Uses:** [Historic Preservation Overlay District \(HPO\)](#)

**Transportation:** The property has points of access from East 20<sup>th</sup> Street and Cedar Avenue.

| Thoroughfare  | Existing                                      | Per Thoroughfare Development Plan             |
|---|---|---|
| East 20 <sup>th</sup> Street,<br><i>Local Street,<br/>Completed</i> | R.O.W. 50 feet, two-lane,<br>undivided, paved | R.O.W. 50 feet, two-lane,<br>undivided, paved |
| Cedar Avenue,<br><i>Local Street,<br/>Completed</i>                 | R.O.W. 50 feet, two-lane,<br>undivided, paved | R.O.W. 50 feet, two-lane,<br>undivided, paved |

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### Approved Urban Design and Historic Preservation Commission Minutes

#### 4.1 Request of Judith Struggs

Consider a request for a Historic Preservation Overlay District (HPO) to designate a property with a Local Historic Designation, on property zoned Low Density Single-Family District (SF-2) per Sections 39.02.009 and 2.03.0662, at:

- 2002 Cedar Avenue, located south of East 20<sup>th</sup> Street and west of Cedar Avenue, T.E. Wheelock's Second Addition, Block 15, Lots 11 and 12.

**PLANNER ASHLEY PADILLA** gave a brief description of the request and answered questions from the Commission.

**APPLICANT** was not present.

No one spoke in favor or in opposition of the request.

In the matter of the local historic designation request of Judith Struggs, a motion was made by **RANDY HENSON** and seconded by **TAMRA WALTER** to approve the request as presented and the Commission members voted six (6) in favor to zero (0) in opposition to approve the motion.



**Draft Planning and Zoning Commission Minutes**

**District 2**

3.1 **Zone Case 1531-B:** Judith Struggs, request for a Historic Preservation Overlay District (HPO) to designate a property with a Local Historic Designation, on property zoned Low Density Single-Family District (SF-2) per Sections 39.02.009 and 2.03.662, at:

- 2002 Cedar Avenue, located south of East 20<sup>th</sup> Street and west of Cedar Avenue, T.E. Wheelock's Second Addition, Block 15, Lots 11 and 12.

**PLANNER ASHLEY PADILLA** gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

**APPLICANT JUDITH STRUGGS** was unable to attend due to health reasons.

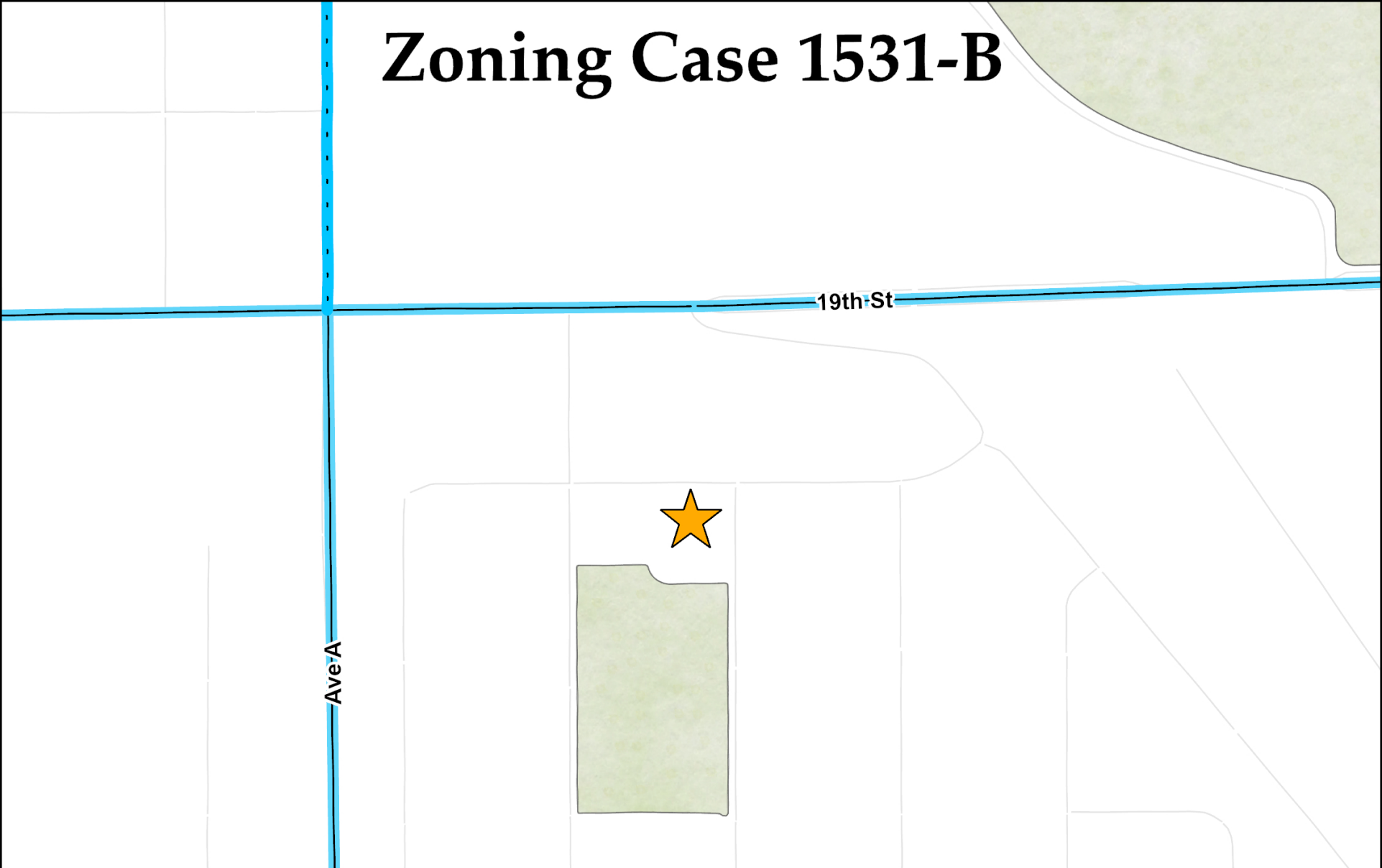
No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 1531-B**, a motion was made by **BRANDON HARDAWAY** and seconded by **ZACH SAWYER** to approve the request as presented. The Commission voted 2 (in favor) to 5 (in opposition) to approve the motion. The case is denied by the Planning and Zoning Commission but will be forwarded to City Council for consideration.

**JORDAN WHEATLEY** and **SCOTT GLOYNA** cast the votes in favor.



# Zoning Case 1531-B



## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

## Freeway

- Completed
- Partial
- Proposed Outer Loop










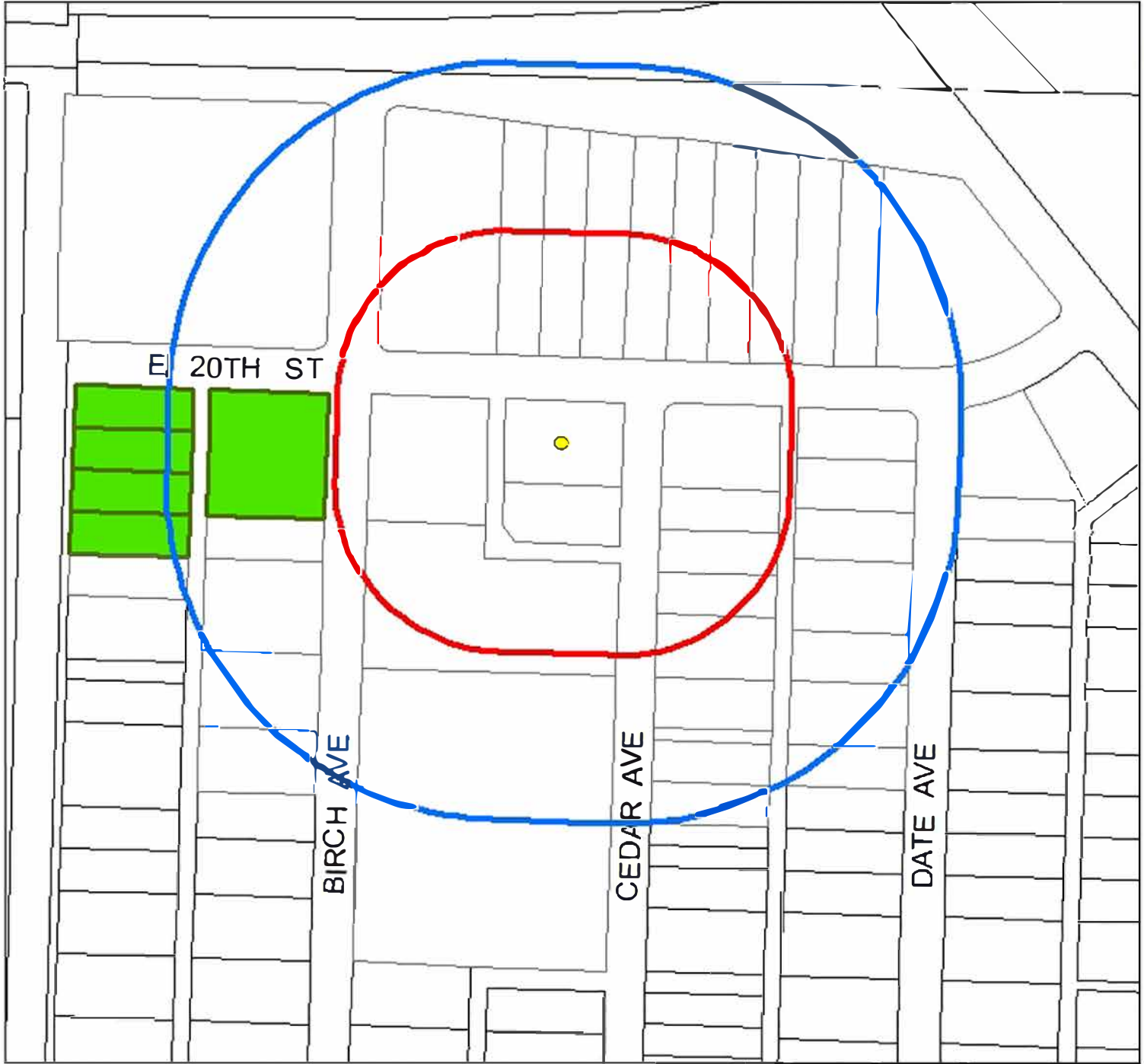


PZC Mailout  
Notifications Received



Legend

-  LocatorPnt1531\_B
-  MailoutBuffer1531\_B\_200ft
-  MailoutBuffer1531\_B\_400ft
-  <all other values>
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed

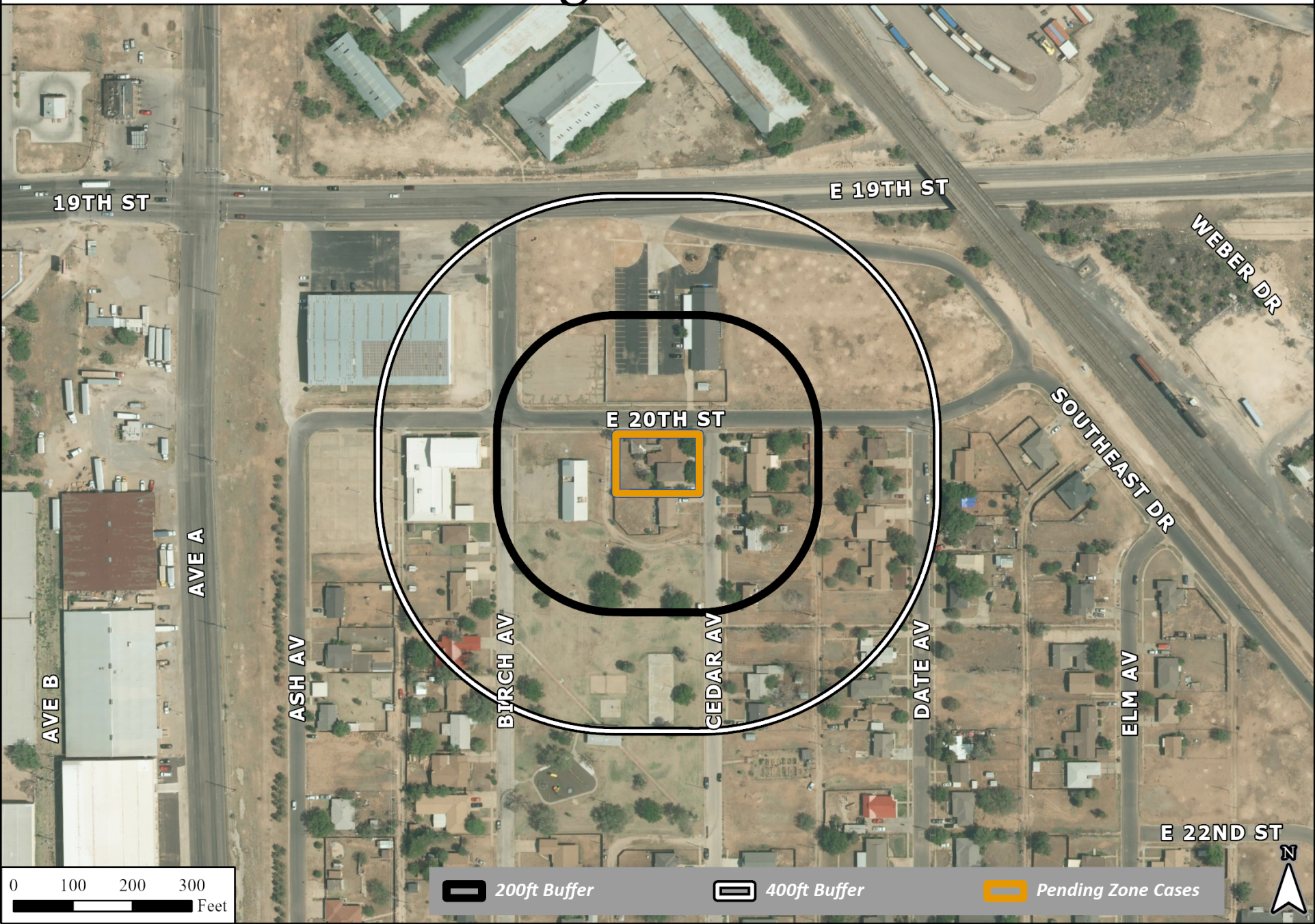


0 105 210 420 Feet

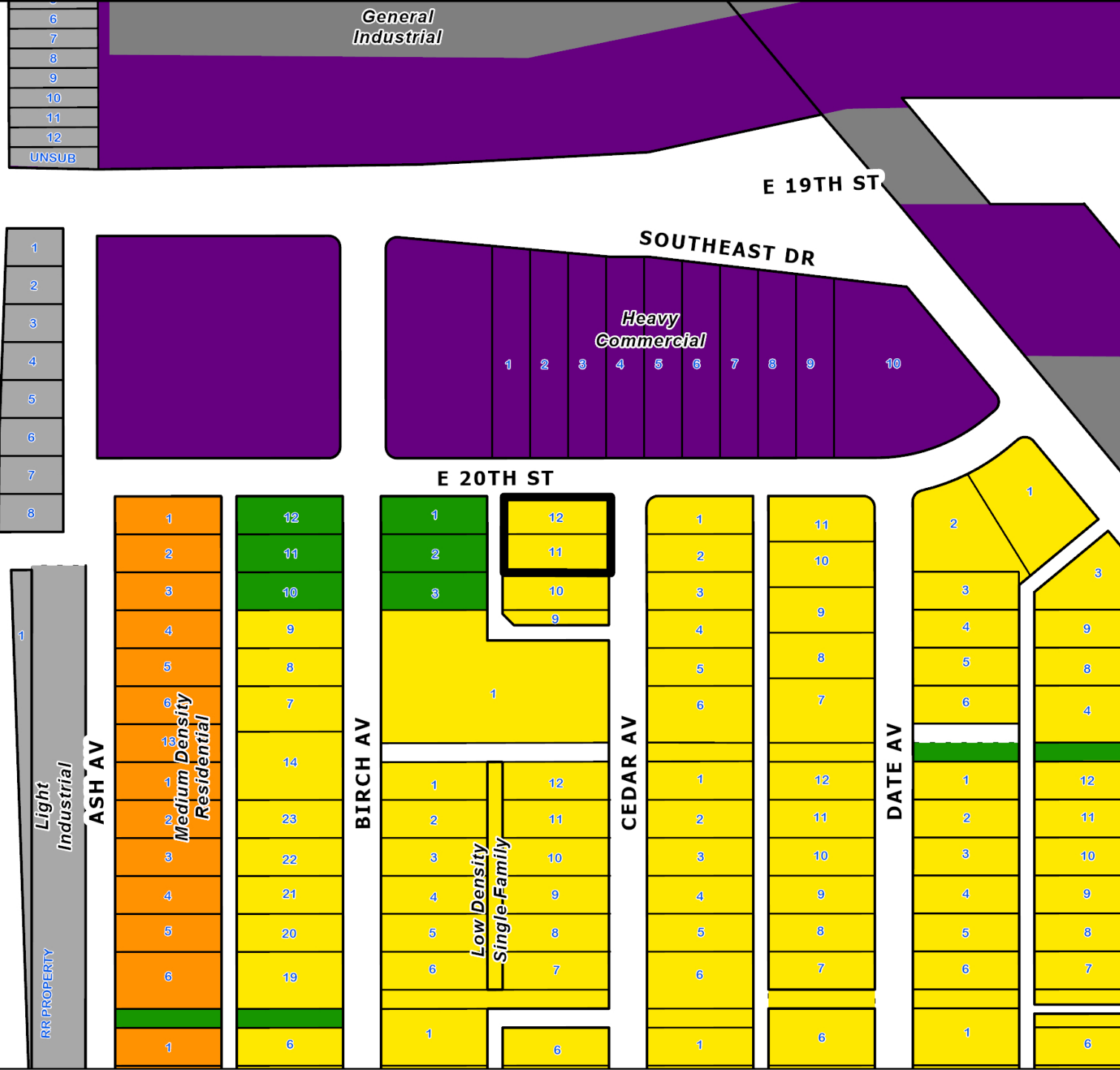
Created by Planning Department  
Date: 9/9/2024



# Zoning Case 1531-B



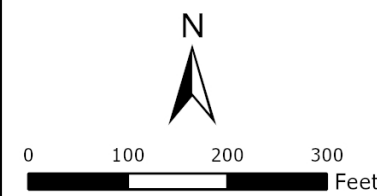




# Current Zoning

## 1531-B

- ### Zoning Districts
- General Industrial (GI)
  - Heavy Commercial (HC)
  - High Density Residential (HDR)
  - Light Industrial (LI)
  - Medium Density Residential (MDR)
  - Low Density Single Family (SF-2)





2002 Cedar Avenue west view



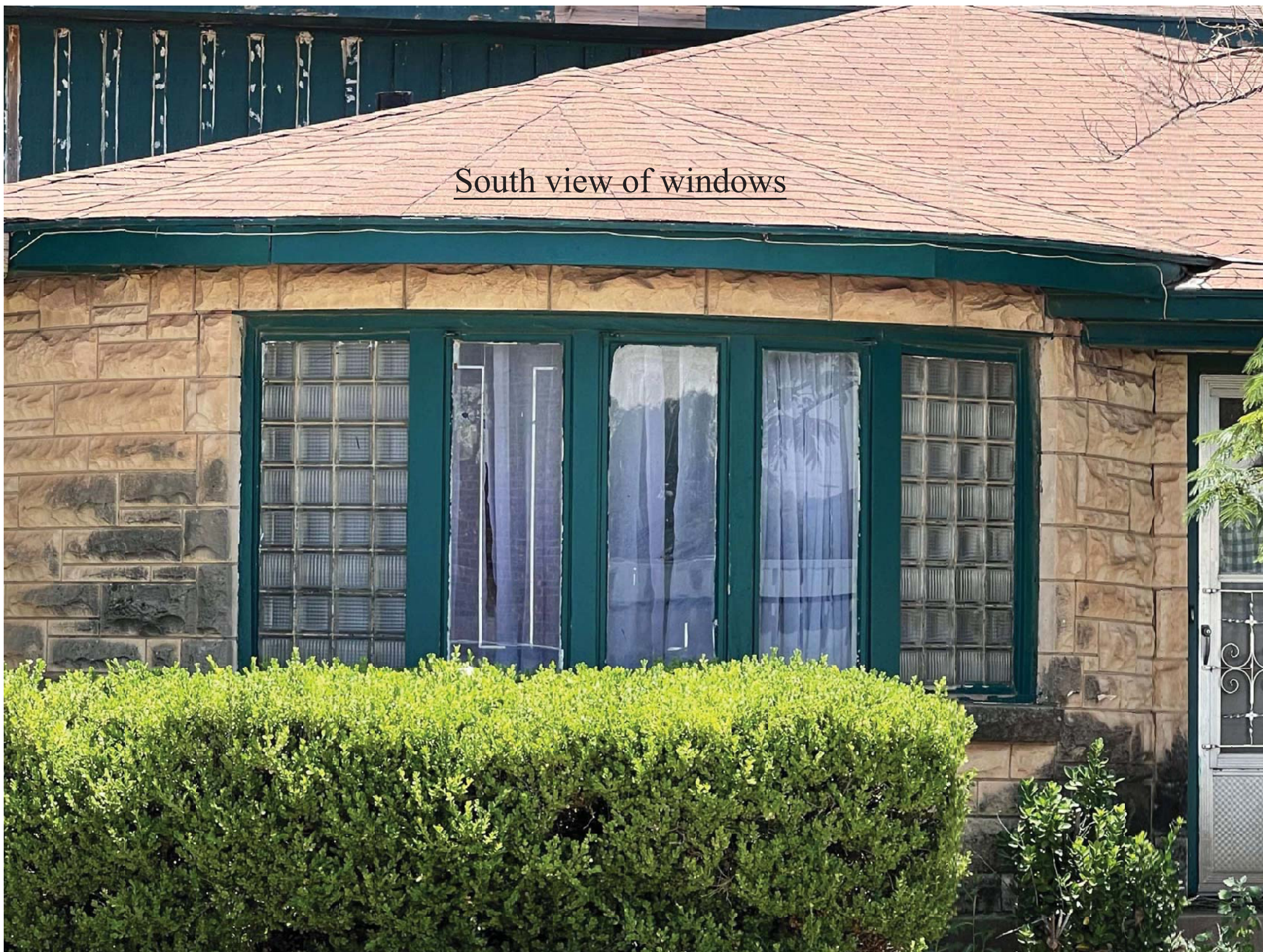


Side View to the south





South view of windows





South view of the addition





View to the south of the garage





View to the south of the garage





View to the east back of the home







Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457

APPLICATION FOR URBAN DESIGN AND HISTORIC PRESERVATION  
COMMISSION

Project Information

Location or Address: 2002 Cedar Ave. Lubbock, Tx. 79404

☐ Variance ☐ Certificate of Appropriateness ☒ Historic Landmark Designation

Request Details: In the heart of the East Lubbock Gateway, mid way between Carriel's Afro American Museum and the Lubbock Roots Historical Arts Council, lies the E.C. Struggs Historical Home.

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: Struggs Historical Home

Owner: Judith Struggs

Address: 2002 Cedar Ave. City: Lubbock State: Tx

ZIP Code: 79404 Telephone: 806 224 7882 Email: struggs 40@gmail.com

Property Owner's Signature: Judith Struggs

Date: 06/12/2024 Printed Name: Judith Struggs

Application Fee

☐ Variance \$250.00 ☐ Certificate of Appropriateness \$50.00 ☒ Historic Landmark Designation \$50.00

Additional Documentation

☐ Site Plan ☐ Façade Elevations ☐ Additional Supporting Documents

For City Use Only

UDHPC Case No: \_\_\_\_\_ UDHPC Meeting Date: \_\_\_\_\_

Type of Request: \_\_\_\_\_

Request Address: \_\_\_\_\_

If you have any questions pertaining to the Urban Design and Historic Preservation process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).



Please see: E.C. Struggs at the Texas State Historical Association.

The history is not only about restoring and preserving a building, it is about a vital part of history for the community. The home is an important landmark in the history of Lubbock.

As you can see, my parents played a very significant role in East Lubbock's development of education for Black students.

I want to be there to share in person, but I am 77 years old and disabled.

Thanks for your time and consideration.

Judith Struggs



### Edward Charles Struggs by T.J. Patterson

Mention "Prof" to any former Dunbar teacher, and watch the smile appear. Mention "Professor Struggs" to any student or teacher, past or present, of Dunbar-Struggs, and the same reaction greets you. "Anybody who really knows anything of the history of Dunbar knows of him," says Lillian Struggs, widow of "Prof" Edward Charles Struggs. He was Lubbock's fourth Negro teacher.

In a very warm atmosphere, Lillian Struggs took us back in time to tell of the man she married. "Lubbock was a nice little city, back in 1930. We'd been here since August 1, 1930. In fact, my husband was elected as principal of the school in April of that year."

According to Lillian Struggs, who sports a vivid memory, "three others had been hired when he came to Lubbock. The first Negro teacher the school board hired was Ella Iles. After enrollment grew larger, the patrons wanted a male principal, so they elected W.H. Wilson as principal. He did not have a college degree, but the school continued to grow and they elected his wife, making her the third Negro teacher for Lubbock. But as the school enrollment grew, they wanted a principal with a college degree." That's when "Prof" entered the picture. Lubbock School Superintendent M.H. Duncan wrote the president of Paul Quinn College at Waco, Texas, requesting that he recommend a young man to take charge of the Negro school here. "My husband was recommended and hired," she said. That year was 1930 with his school year beginning August 1.

"That was an experience for us. We came from Central Texas. I was teaching in Cameron, Texas. My husband was teaching in Minerva which was an oil town between Cameron and Rockdale. He taught there for five years." Lubbock was an adjustment because at "Prof's" school, he had an assistant and two teachers. He taught in high school with eight teachers, but these were positive aspects: "Money-wise, it was just a real paradise for us!" She jokingly recalled having taught five years in Cameron. "When I started teaching, my salary was \$60.00 a month. When I resigned, my salary was \$66.00!" The conversation is interrupted with her delightful laughter, but she says, "I had acquired that in 1925...and my contract for 1926 showed a raise of \$6.00!" When she came to Lubbock, she did not have a job, but Superintendent Duncan asked her to go to Plainview to help out. She taught there for six weeks, "at the lucrative salary of \$75.00 a month, oh honey, so I was getting high time..." Times were indeed better.

The couple had met in Cameron, Texas, in 1925. The courtship was not a very long one. The two married in 1926. "We did our courting there in Cameron and married December 26, 1926, in Houston, Texas, at Bethel Baptist Tabernacle, of which her father was pastor. "It was just an ordinary courtship and we lived happily ever after. We were fortunate enough to celebrate our Golden Anniversary."



## REMEMBER WHEN? A HISTORY OF AFRICAN AMERICANS IN LUBBOCK, TEXAS

"I guess it was love at first sight," she said. "We had our ups and downs, but I can truthfully say, we never went to sleep angry with each other. I won't tell you how long we stayed awake at night," she joked, "until we kissed and made up." Lillian Struggs says that was their secret to a happily wedded life.

She was not torn from leaving one city to go to another with her husband as many brides are, she said she was anxious to come to Lubbock!

Upon coming to Lubbock, they roomed with the late John Fair, then moved into their own residence, and have been there since. "Prof" died in 1979, but anyone who stepped down in the "Memory Room" of the Struggs home would see he lived. Lillian Struggs has also died, but their memory lives on, not only in the "Memory Room," but with the entire city of Lubbock.





**E.C. "PROF" STRUGGS (1900-1979)** – Educator, School Administrator

**Education:** Graduated high school (Wallis, TX), graduated Paul Quinn College, Prairie View A&M University and University of Michigan with a master's degree in school administration

**Vocation:** Mr. Struggs worked as a teacher in Minerva before moving to Lubbock to serve as teacher and principal of Dunbar High School (1930-65).

**Activities:** Mr. Struggs served on the board for Carver Heights Nursery and the Southeast Lubbock Development Agency. He was an active member of Bethel A.M.E. Church.

**Family:** Married Lillian Carolyn Porter, one child

**Honors:** Struggs Junior High School named in his honor (1965), later renamed Dunbar-Struggs High School (1979-93) and later repurposed as Struggs Learning Center

Honorary doctorate from Paul Quinn College

Longest serving principal of Dunbar High School (1930-65)

**First:** First principal of Dunbar High School with a college degree





# Caprock Chronicles: Struggs becomes teacher, principal at recently founded Dunbar School

JUNE STEELE



*EDITOR'S NOTE: Caprock Chronicles is written or edited by Paul Carlson, emeritus professor of history at Texas Tech. June Steele, a social studies teacher at Monterey High School, writes this week's essay on a long-time principal at the Dunbar School.*

Edward Charles Struggs (1906-1979) was principal and teacher at Dunbar High School from 1930 to 1965. Originally located at 17<sup>th</sup> Street and Avenue C, the school moved to Date Avenue in 1932 and to Manhattan Heights in 1958.

Born in Wallis, Texas, in Austin County in 1906, Struggs graduated from high school in Waco. He earned a B.A. degree from Paul Quinn College, the oldest historically black college in Texas, and an additional teaching degree from Prairie View State Normal and Industrial College.



Shortly after beginning his teaching career in Minerva, Texas, in 1925, he met Lillian Porter, a schoolteacher in Cameron, and they married in 1926.

An estimated 1,100 African Americans lived in Lubbock in 1930, creating a permanent black community and a demand for black educators.

Under such circumstances Edward Struggs accepted a position in the city as both teacher and principal at the recently founded Dunbar School, a three-room facility in a black residential section of town. Lillian Struggs was also employed as a teacher at the school.

Struggs admitted to harboring fears about his 1930 move to Lubbock: "I was apprehensive about coming to West Texas. In fact, I didn't know what it was like. I was afraid that I wasn't going to stay ... I found out as soon as I got here that Negroes were treated a lot better here in West Texas than anywhere else. That's the reason I stayed."

At his school, named in honor of distinguished African American poet Paul Lawrence Dunbar, enrollment in 1930 was 100 students.

Struggs described school conditions during the early 1930s as difficult, and the economic stress of the Great Depression added to the strain. He recalled that all teachers, black and white, received full paychecks in a timely fashion. But as a result of cash shortages during the depressed economic times, they often had to discount the checks' true value at banks and stores.

Struggs noted that a gap between white and black teacher salaries was significant, in Lubbock and throughout Texas.

He also lamented that teaching was not as lucrative as other endeavors at the time. "I taught boys who would come to school on Monday and had made more money shining shoes in the hotels over the weekend than I would make all week teaching school. Many time I wondered if I was in the wrong profession."

Emphasizing the continuity of school funding in spite of hard economic times, Struggs praised the city of Lubbock's commitment: "Even though the town had difficulty collecting taxes, it was a priority to keep the schools going."

The black community shouldered a good deal of the burden. Lacking a janitor at Dunbar, teachers and parents kept the stoves lit, and parents and students swept the floors, weeded the yards and shoveled snow or raked leaves.

Although he believed that Dunbar was shortchanged in terms of the physical plant, (citing the old secondhand building and overcrowded classrooms),



Struggs praised the Lubbock school board for providing black and white high school students with the same textbooks.

He noted, "So many places gave Negro schools leftover, used, outdated textbooks, but it wasn't that way out here. We had the same textbooks that the white school was using."

Struggs added the 11th grade to Dunbar in 1931, and the 12th grade in 1932, the same year officials moved Dunbar to Date Avenue. High school offerings at Dunbar included math, history, English and general science.

The course offerings fell short of the more diverse subjects available at all-white Lubbock High School where students as early as 1923 chose from Latin, Spanish, domestic science, vocational agriculture, home economics and orchestra.

Nonetheless, under Struggs direction, Dunbar High School continued to grow in physical size and population, adding a marching band and an extensive athletic program.

In the meanwhile, using summer vacations and other short leave periods in the 1940s, Struggs and his wife Lillian earned master's degrees in education at the University of Michigan. He became "Prof" Struggs.

Struggs claimed that Lubbock's black teachers experienced the same professional deference that was afforded to white teachers. He noted, for example, that white teachers, members of the Texas State Teacher's Association, and black teachers, members of the Colored Teachers State Association, met regularly together with the Superintendent of Schools.

Such integrated meetings were unusual in Texas prior to 1963. Struggs stated, "even if a meeting was downtown, at a hotel the white and colored teachers would sit together and eat together. Not like other places."

In 1965, the year Struggs retired as principal, Dunbar High School employed 55 teachers and enrolled over 1,000 students.

Recognizing the tremendous contributions that Edward Struggs made to black education in Lubbock, the school district shortly after his retirement in 1965 opened E. C. Struggs Junior High School. Edward Struggs died in Lubbock on Aug. 18, 1979.









## Facts and features

- **Type:** SingleFamily
- **Year built:** 1950
- **Heating:** No Data
- **Cooling:** No Data
- **Parking:** Garage - Attached
- **Lot:** 0.32 Acres

## Interior

### Bedrooms & bathrooms

- Bedrooms: 3
- Bathrooms: 3

### Other interior features

- Total interior livable area: 3,988 sqft



## **Property**

### **Parking**

- Parking features: Garage - Attached

### **Property**

- Exterior features: Wood

### **Lot**

- Lot size: 0.32 Acres

### **Other property information**

- Parcel number: R103840

## **Construction**

### **Type & style**

- Home type: SingleFamily

### **Material information**

- Construction materials: masonry
- Foundation: Piers

### **Condition**

- Year built: 1950

## **Community & neighborhood**

### **Location**

- Region: Lubbock



# Rites Slated Tuesday For Edward Struggs

Services for pioneer Lubbock educator Edward C. Struggs, 79, will be at 2:30 p.m. Tuesday in Bethel A.M.E. Church with the Rev. A.W. Wilson, officiating.

The body will lie in repose at the church from 10 a.m. until the service time, with burial following in the City of Lubbock Cemetery under the direction of Jamison and Son Funeral Home.

Struggs died at 10 a.m. Saturday in Methodist Hospital.

Born in Wallis, Struggs was married to Lillian Porter. A longtime Lubbock educator, Struggs retired from the Lubbock Independent School District in 1965, having been principal of Dunbar Junior-Senior High School for 35 years.

Struggs Junior High School, named for the educator, was recently closed as a result of a desegregation effort within the city's schools. But Dunbar High School was renamed the Dunbar-Struggs Magnet Complex to honor the man who was instrumental in its development.

Struggs became Dunbar's third principal when he joined the Lubbock Public Schools in 1930.

He attended elementary schools at Willis and Marlin. He was graduated from high school and received a bachelor of arts degree from Paul Quinn College in Waco and a bachelor of science degree from Prairie View College.

He earned a master's degree from the University of Michigan and did graduate study at the University of Southern California. He received a honorary doc-

torate in literature from Paul Quinn College in 1955.

He was a member of the original board of Carver Heights Nursery, a member of the Southeast Lubbock Development Board, a Mason, and was active in Bethel A.M.E. Church.

Survivors include his wife; a daughter, Judith of Lubbock; a sister, Juanita Wilson of Houston; and a grandson.



**EDWARD C. STRUGGS**  
Pioneer Educator Dies

Lubbock A-S 8/20/79



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.: **1531-B**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name Ernest Swain Jr, (Trustee/Deacon)  
Signature: Ernest Swain Jr  
Address: 8602 Flint Ave, Lubbock, TX 79423  
Address of Property Owned: 2002 Birch Ave, Lubbock, TX 79404  
Phone Number: 806-744-3352  
Email: newhopebaptist3529@gmail.com

Zone Case Number: **1531-B**  
BAPTIST CHURCH NEW HOPE  
2002 BIRCH AVE  
LUBBOCK TX 79404-1118

R100582

Recipient 34 of 45





City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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zone change requested by: P&Z Case No.: **1531-B**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name

Ernest Swain Jr (Trustee/Deacon

Signature:

Ernest Swain Jr

Address:

8602 Flint Ave Lubbock, TX 79423

Address of Property Owned:

2002 Birch Ave, Lubbock, TX 79404

Phone Number:

806-744-3352

Email:

newhopebaptist3529@gmail.com

Zone Case Number: **1531-B**

R100512

Recipient 45 of 45

BAPTIST CHURCH NEW HOPE

2002 BIRCH AVE

LUBBOCK TX 79404-1118





City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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zone change requested by: P&Z Case No.: **1531-B**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name

Ernest Swain Jr, (Trustee / Deacon)

Signature:

Ernest Swain Jr

Address:

8602 Flint Ave, Lubbock, TX 79423

Address of Property Owned:

2002 Birch Ave, Lubbock, TX 79404

Phone Number:

806-744-3352

Email:

newhopebaptist3529@gmail.com

Zone Case Number: **1531-B**

R100465

Recipient 36 of 45

NEW HOPE BAPTIST CHURCH

2002 BIRCH AVE

LUBBOCK TX 79404-1118





City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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zone change requested by: P&Z Case No.: **1531-B**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name

Ernest Swain Jr (Trustee/Deacon)

Signature:

Ernest Swain Jr

Address:

8602 Flint Ave, Lubbock, Tx 79423

Address of Property Owned:

2002 Birch Ave, Lubbock, Tx 79404

Phone Number:

806-744-3352

Email:

newhopebaptist3529@gmail.com

Zone Case Number: **1531-B**

R100439

Recipient 37 of 45

NEW HOPE BAPTIST CHURCH

2002 BIRCH AVE

LUBBOCK TX 79404-1118





City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the

zone change requested by: P&Z Case No.: **1531-B**

In Favor X

Opposed     

Reasons and/or Comments:

Print Name

Ernest Swain Jr (Trustee/Deacon)

Signature:

Ernest Swain Jr

Address:

8602 Flint Ave, Lubbock, Tx 79423

Address of Property Owned:

2002 Birch Ave, Lubbock, Tx 79404

Phone Number:

806-744-3352

Email:

newhopebaptist3529@gmail.com

Zone Case Number: **1531-B**

R100415

Recipient 29 of 45

NEW HOPE BAPTIST CHURCH

2002 BIRCH AVE

LUBBOCK TX 79404-1118





## Kristen Sager

---

**From:** Ashley Padilla  
**Sent:** Monday, September 16, 2024 8:01 AM  
**To:** Kristen Sager  
**Subject:** FW: Struggs Historical Home

This is another email she sent.

**From:** Judith Struggs  
**Sent:** Friday, September 13, 2024 6:15 PM  
**To:** Shane Spencer  
**Cc:** Ashley Padilla  
**Subject:** Re: Struggs Historical Home

**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.**

---

Typo third line insert home

On Fri, Sep 13, 2024, 6:13 PM Judith Struggs <[struggs40@gmail.com](mailto:struggs40@gmail.com)> wrote:

Dear Sir and Ma'am,

Rest assured, I am working very hard on this project to get my parents restored and preserved for future generations to have a visual of the beginnings of Black education in Lubbock. My parents worked hard to build this home and left it to me. Before I die, my last wish is to preserve a portion of their legacy by making sure that this home will never be torn down or bulldozed over. As was asserted in your meeting, this project has nothing to do with personal gain. It will benefit the community and city in many ways.

If there is any way I can do this again, please let me know.

I am privileged to have an advocate working with me who was appointed by the CEO of the Texas State Historical Association.

Her name is Mimi McDaniel. I have tried to forward a letter from her. Please let me know if you have received it.

Thank you for your time and consideration in this matter.

Judith Struggs  
[struggs40@gmail.com](mailto:struggs40@gmail.com)  
806 224-788#



## Kristen Sager

---

**From:** Ashley Padilla  
**Sent:** Monday, September 16, 2024 7:59 AM  
**To:** Kristen Sager  
**Subject:** FW: Business proposal for the restoration and preservation of Struggs Historical Home.

I have never seen this email....

**From:** Judith Struggs  
**Sent:** Friday, September 13, 2024 5:54 PM  
**To:** Shane Spencer  
**Cc:** Ashley Padilla  
**Subject:** Re: Business proposal for the restoration and preservation of Struggs Historical Home.

**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.**

---

See

On Fri, Sep 13, 2024, 5:32 PM Judith Struggs <[struggs40@gmail.co](mailto:struggs40@gmail.co)

On Fri, Sep 13, 2024, 4:39 PM Judith Struggs <[struggs40@gmail.com](mailto:struggs40@gmail.com)> wrote:

Here is a copy of my business proposal which was not read at the meeting

On Fri, Aug 30, 2024, 7:54 PM Judith Struggs <[struggs40@gmail.com](mailto:struggs40@gmail.com)> wrote:

### **Business Proposal for the Restoration and Preservation of Struggs Historical Home**

#### **Executive Summary**

This proposal outlines a comprehensive plan for the restoration and preservation of the Struggs Historical Home, a significant landmark in Lubbock, Texas . The restored home will serve as a visitors space, promoting historical awareness and economic development.

#### **Project Description**

The Struggs Historical Home restoration project will encompass:

- Structural repairs and stabilization
- Exterior and interior restoration
- Preservation of historical features
- Upgrading utilities and safety systems
- Development of educational exhibits

#### **Project Benefits**



- **Preserves local history:** The restored Struggs home will serve as a tangible link to the past of Afro American education in Lubbock.
- **Enhances education:** Educational exhibits will provide visitors with insights into local history and culture.
- **Promotes community development:** The project will revitalize the surrounding area.

## **Our Team**

Our team comprises experienced professionals in historic restoration, and project management. We are passionate about preserving history and committed to delivering a high-quality project.

## **Call to Action**

We invite you to partner with us in restoring the Struggs Historical Home. Your contribution will ensure the preservation of this important landmark for future generations.

## **Next Steps**

We are eager to discuss this project further and answer any questions you may have. Please contact us to schedule a meeting.

Judith Struggs

[struggs40@gmail.com](mailto:struggs40@gmail.com)

806-224-7882



---

## Information

### Agenda Item

**Public Hearing - Planning (District 4):** Consider a request for Zone Case 2161-M, a request of HFA for Lubbock Commercial Buildings, for a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at 2731 82nd Street, located south of 82nd Street and east of Elgin Avenue, on approximately 1.25 acres of unplatted land out of Block E-2, Section 13, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on September 5, 2024, and recommended approval of the request by a unanimous vote of 7-0-0.

### Fiscal Impact

None

### Staff/Board Recommending

Erik Rejino, Assistant City Manager  
Kristen Sager, Director of Planning  
Planning and Zoning Commission

---

## Attachments

Ordinance 2161-M  
Staff Report 2161-M  
Documentation 2161-M



**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. 2161-M; A ZONING CHANGE FROM NC TO AC ZONING DISTRICT AT 2731 82<sup>ND</sup> STREET, LOCATED SOUTH OF 82<sup>ND</sup> STREET AND EAST OF ELGIN AVENUE, ON APPROXIMATELY 1.25 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 13, 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. 2161-M**

**SECTION 1. THAT** Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from NC to AC zoning district at **2731 82<sup>nd</sup> Street, located south of 82<sup>nd</sup> Street and east of Elgin Avenue, on approximately 1.25 acres of unplatted land out of Block E-2, Section 13, 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*

Kristen Sager, Director of Planning

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Kelli Leisure*

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2161-M  
September 5, 2024



Valvoline LLC  
Lubbock 82nd Street Lease Site  
1.2547 acres

Broocks & Burleson  
A-9

STATE OF TEXAS        §

Exhibit "A"

COUNTY OF LUBBOCK   §

A **METES & BOUNDS** description of a certain 1.2547 acre tract of land situated in the northeast quarter of section 13, Block E-2, Broocks & Burleson Survey, Abstract No. A-9 in Lubbock County, Texas; being a portion of a tract of land conveyed to Lubbock Commercial Buildings, Inc., recorded under Volume 4553, Page 50, Lubbock County Official Public Records of Real Property (LCOPRRP); said 1.2547 acre tract being more particularly described as follows with all bearings being based on Texas Coordinate System of 1983, North Central Zone:

**COMMENCING** at point for corner at the northeast corner of the northeast quarter of Section 13, Block E-2, Lubbock County, Texas;

THENCE, North 88°11'11" West, 2255.15 feet along the north line of said northeast quarter to a point for corner.

THENCE, South 01°47'37" West, 60.13 feet over and across said northeast quarter to a set 5/8-inch iron rod (With Cap Stamped "Quiddity Eng. Property Corner") in the north line of said Lubbock Commercial Buildings tract, in the south line of 82nd Street (right-of-way varies) recorded in Volume 637, Page 21 and Volume 2784, Page 106 of the Lubbock County Deed Records (LCDR), being in the common line of a called 1.210 acre tract of land conveyed to Lubbock Commercial Buildings Inc., recorded under Clerk's File No. 2013036304, LCOPRRP and said Lubbock Commercial Buildings tract, also being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE, South 01°47'37" West, 309.87 feet along the common line of said 1.210 acre tract and said Lubbock Commercial Buildings tract to a found 3/8-inch iron rod (with blue cap) being in the north line of a 20 feet alley of the Summerfield Addition, recorded under Volume 4933, Page 91, LCOPRRP;

THENCE, North 88°11'14" West, 180.48 feet along the south line of said Lubbock Commercial Buildings tract and the north line of said 20 feet alley to a found 3/4-inch iron rod being the southwest corner of the herein described tract and the southeast corner of Tract "D" of High Plains recorded under Volume 5495, Page 341, LCOPRRP;

THENCE, North 01°48'49" East, 281.02 feet along the west line of said Lubbock Commercial Buildings tract and the west line of said Tract "D" to a found 5/8-inch iron rod (with blue cap) being in the common line of said Lubbock Commercial Buildings tract and the aforementioned south line of 82nd Street;

THENCE, South 87°24'28" East, 37.45 feet along said common line to a point for corner, from which a found 1/2-iron rod (with blue cap) bears North 52° West, 0.57 feet, also being the beginning of a non-tangent curve to the right;



Valvoline LLC  
Lubbock 82nd Street Lease Site  
1.2547 acres

Broocks & Burleson  
A-9

THENCE, along the arc of said non-tangent curve to the right and said common line, having a radius of 30.00 feet, a central angle of  $90^{\circ}56'49''$  (called  $90^{\circ}56'43''$ ), an arc length of 47.62 feet, and a long chord bearing North  $47^{\circ}17'07''$  East, 42.78 (called 42.77) feet to a point for corner, from which a found 1/2-iron rod (bent) bears South  $17^{\circ}$  East, 0.31 feet;

THENCE, South  $86^{\circ}55'59''$  East, 30.64 feet along said common line to a found 1/2-inch iron rod;

THENCE, South  $88^{\circ}12'33''$  East, 81.80 feet continuing along said common line to the **POINT OF BEGINNING, CONTAINING** 1.2547 acres of land in Lubbock County, Texas, as shown on Drawing No. 19962 in the offices of Quiddity Engineering in Bellaire, Texas.

Quiddity Engineering  
6330 West Loop South  
Bellaire, TX 77401  
(713) 777-5337  
*Texas Board of Professional Land Surveying  
Registration No. 10046100*

  
Acting by/Through Steven Jares  
Registered Professional Land Surveyor  
No. 5317  
Sjares@quiddity.com





| Staff Report         |  | Zone Case 2161-M   |
|----------------------|--|--------------------|
| City Council Meeting |  | September 24, 2024 |

|                                |                              |
|--------------------------------|------------------------------|
| <b><u>Applicant</u></b>        | HFA                          |
| <b><u>Property Owner</u></b>   | Lubbock Commercial Buildings |
| <b><u>Council District</u></b> | 4                            |

**Recommendations**

- Staff recommends approval of the request.

**Prior Board or Council Action**

- September 11, 1958, Ordinance No. 2535: The northern portion of the subject property was annexed into City limits.
- June 11, 1959, Zone Case, 769, Ordinance No. 2813: The northern portion of the subject property was zoned Single Family District (R-1).
- October 28, 1971, Ordinance No. 6201: The remainder of the subject property was annexed into City limits and zoned Single-Family District (R-1).
- May 8, 1986, Zone Case 2161-B, Ordinance No. 8917: The subject property was rezoned from R-1 to Local Retail District (C-2).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from C-2 to Neighborhood Commercial District (NC) with the adoption of the Unified Development Code.
- September 5, 2024, Zone Case 2161-M: The Planning and Zoning Commission recommended approval of a zone change from NC to Auto-Urban Commercial District (AC), by a vote of 7-0-0.

**Notification Summary**

- Notifications Sent: 87
- Received In Favor: 0
- Received In Opposition: 2

**Site Conditions and History**

The subject property is currently vacant undeveloped land.

**Adjacent Property Development**

Properties to the north, east, and west are zoned for a mix of NC and Office District (OF) land uses. The eastern property is developed with a fast food restaurant, while the properties to the west and north feature various office spaces. To the south, the area is zoned Low Density Single-Family District (SF-2) and is developed with single-family homes.

**Zoning Request and Analysis**

*Item Summary*

The subject property is addressed at 2731 82<sup>nd</sup> street, located south of 82<sup>nd</sup> Street and east of Elgin Avenue. The applicant requests a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC).

**Current zoning:** Neighborhood Commercial District (NC)

**Requested zoning:** Auto-Urban Commercial District (AC)



### *Intent Statements*

The purpose of the Neighborhood Commercial (NC) zoning district 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 intent of the proposed Auto-Urban Commercial (AC) zoning 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 proposed zone change is along 82<sup>nd</sup> Street. The Master Thoroughfare Plan, 2018 designates 82<sup>nd</sup> Street as a principal arterial. Arterial streets are continuous routes whose function is to serve the 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.

### *Conformance with Comprehensive Plan Principles and Future Land Use Map*

The Future Land Use Map designates this area for “Commercial Uses”. The proposed zone change to AC would be in conformance with the Commercial designation. This request would be appropriate next to adjacent lower intensity commercial land uses, and fronting an Arterial Street.

### *Conformance with Zoning Ordinance*

The proposed zone change is in conformance with the zoning ordinance. The properties are located along an arterial, and the requested zoning district is appropriate adjacent to the nearby commercial land uses.

### *Suitability of Property for Allowed Uses*

The property is suitable for the proposed use and will not need any additional public improvements.

### **Attachments**

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Replies

### **Staff Contacts**

Cassie Bermea  
Planner  
Planning Department  
806-775-2096  
[cassiebermea@mylubbock.us](mailto:cassiebermea@mylubbock.us)

Victor Escamilla  
Planning and Zoning Manager  
Planning Department  
806-775-3029  
[vescamilla@mylubbock.us](mailto:vescamilla@mylubbock.us)



## Case Information: Zone Case 2161-M



**Allowable Uses:** [Auto-Urban Commercial District \(AC\)](#)

**Transportation:** The proposed development has a point of access from 82<sup>nd</sup> Street.

| Thoroughfare   | Existing  | Per Thoroughfare Development Plan               |
|--|---|---|
| 82 <sup>nd</sup> Street,<br><i>Principal Arterial,<br/>Completed</i> | R.O.W. 90 feet, seven-lane,<br>undivided, paved | R.O.W. 62 feet, seven-lane,<br>undivided, paved |

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### Draft Planning and Zoning Commission Minutes

#### District 4

3.2 **Zone Case 2161-M:** HFA for Lubbock Commercial Buildings, request for a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at:

- 2731 82<sup>nd</sup> Street, located south of 82<sup>nd</sup> Street and east of Elgin Avenue, on approximately 1.25 acres of unplatted land out of Block E-2, Section 13.

**PLANNER CASSIE BERMEA** gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

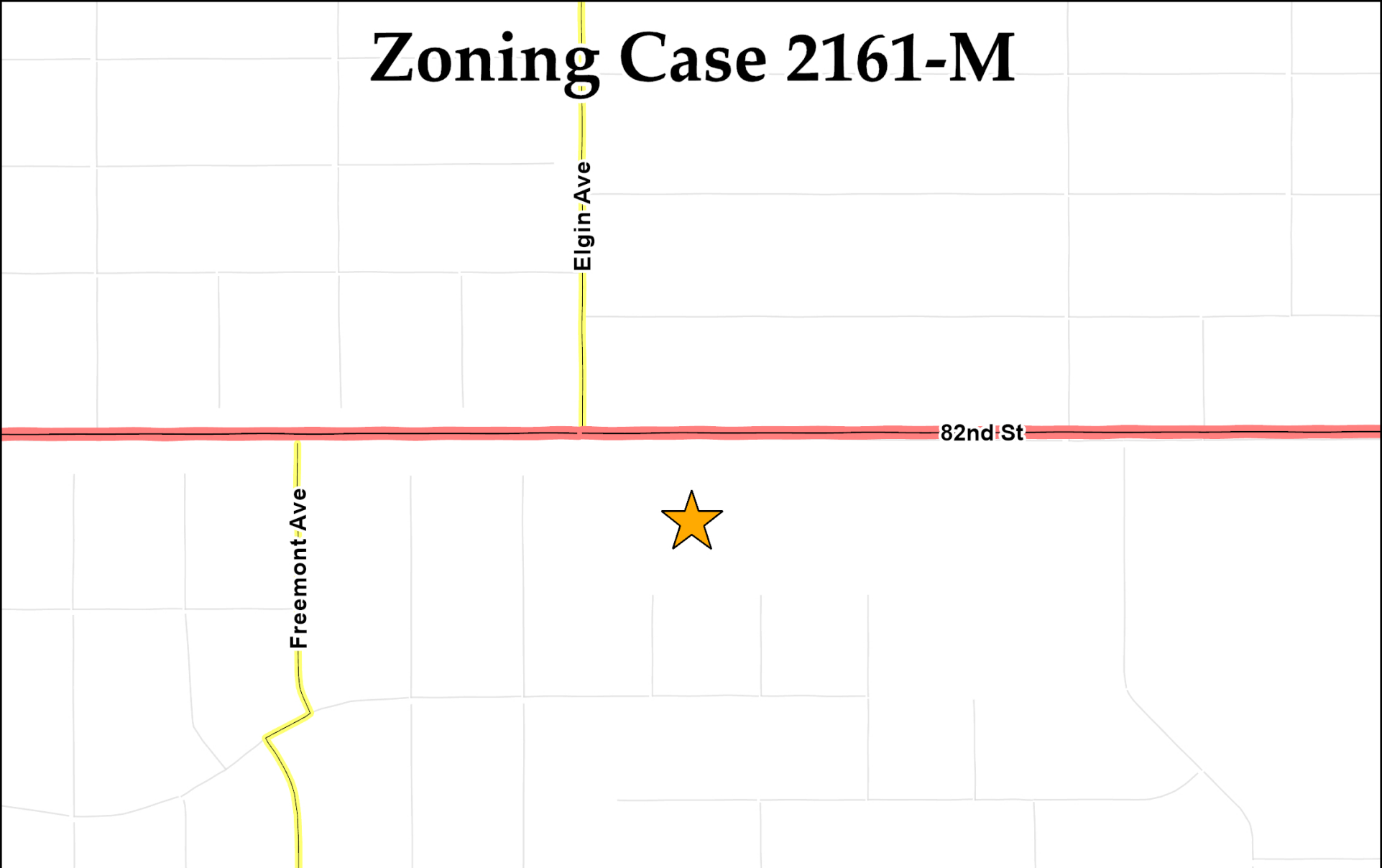
**APPLICANT HAYDEN BOCCHI**, 1705 S Walton Boulevard, in Bentonville, Arkansas, was available for questions.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 2161-M**, a motion was made by **JORDAN WHEATLEY** and seconded by **TERRI MORRIS** to approve the request as presented. The Commission voted 7 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.



# Zoning Case 2161-M



## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

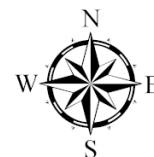
- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

## Freeway

- Completed
- Partial
- Proposed Outer Loop





# PZC Mailout Notifications Received



## Legend

◆ LocatorPnt2161\_M

### Notification Result

■ In Favor

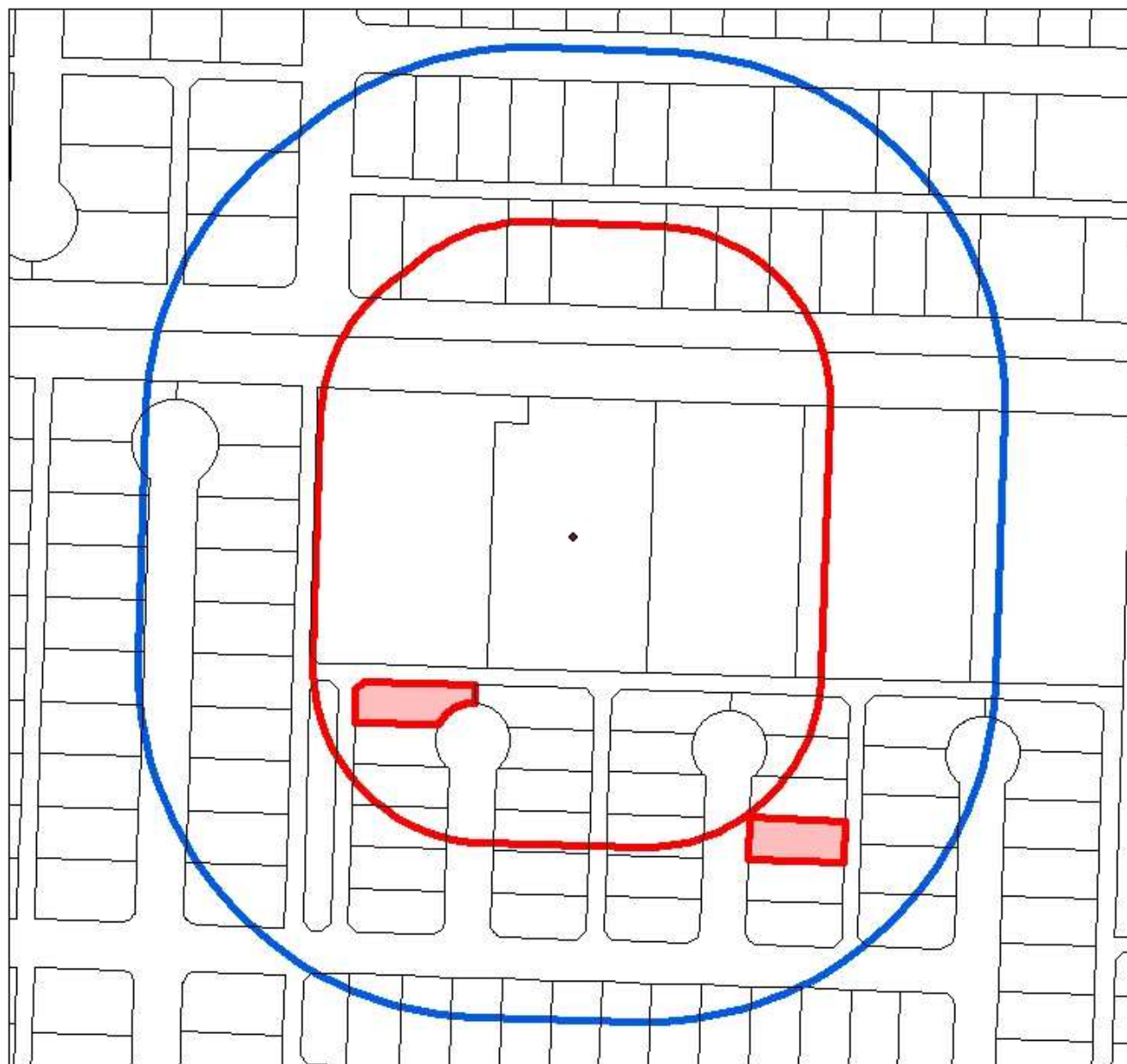
□ No Feedback

■ Opposed

■ MailoutBuffer2161\_M\_400ft

■ MailoutBuffer2161\_M\_200ft

□ LCAD.DBO.TaxParcel



0 100 200 400 Feet

Created by Planning Department  
Date: 9/5/2024






# Zoning Case 2161-M

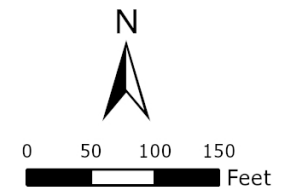
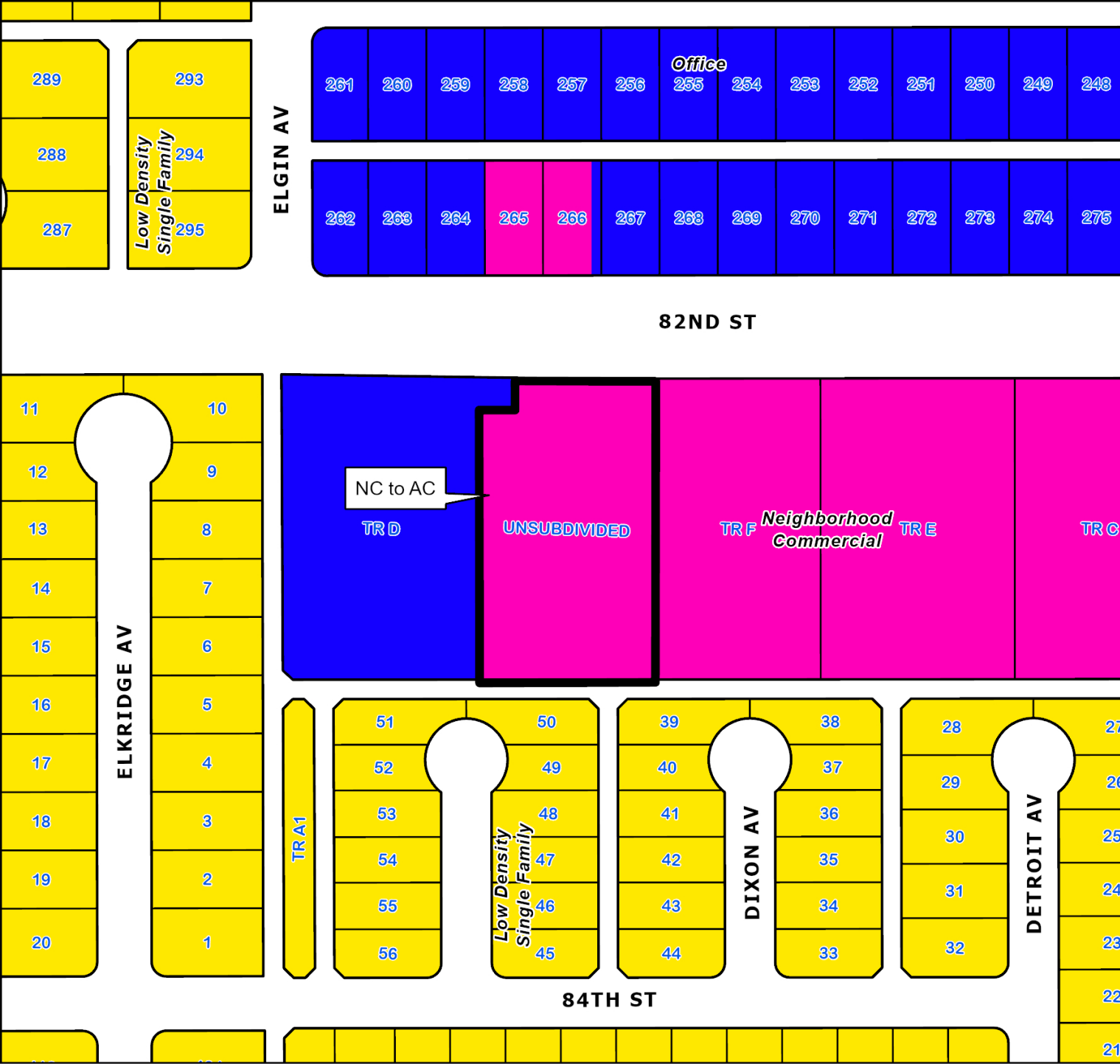




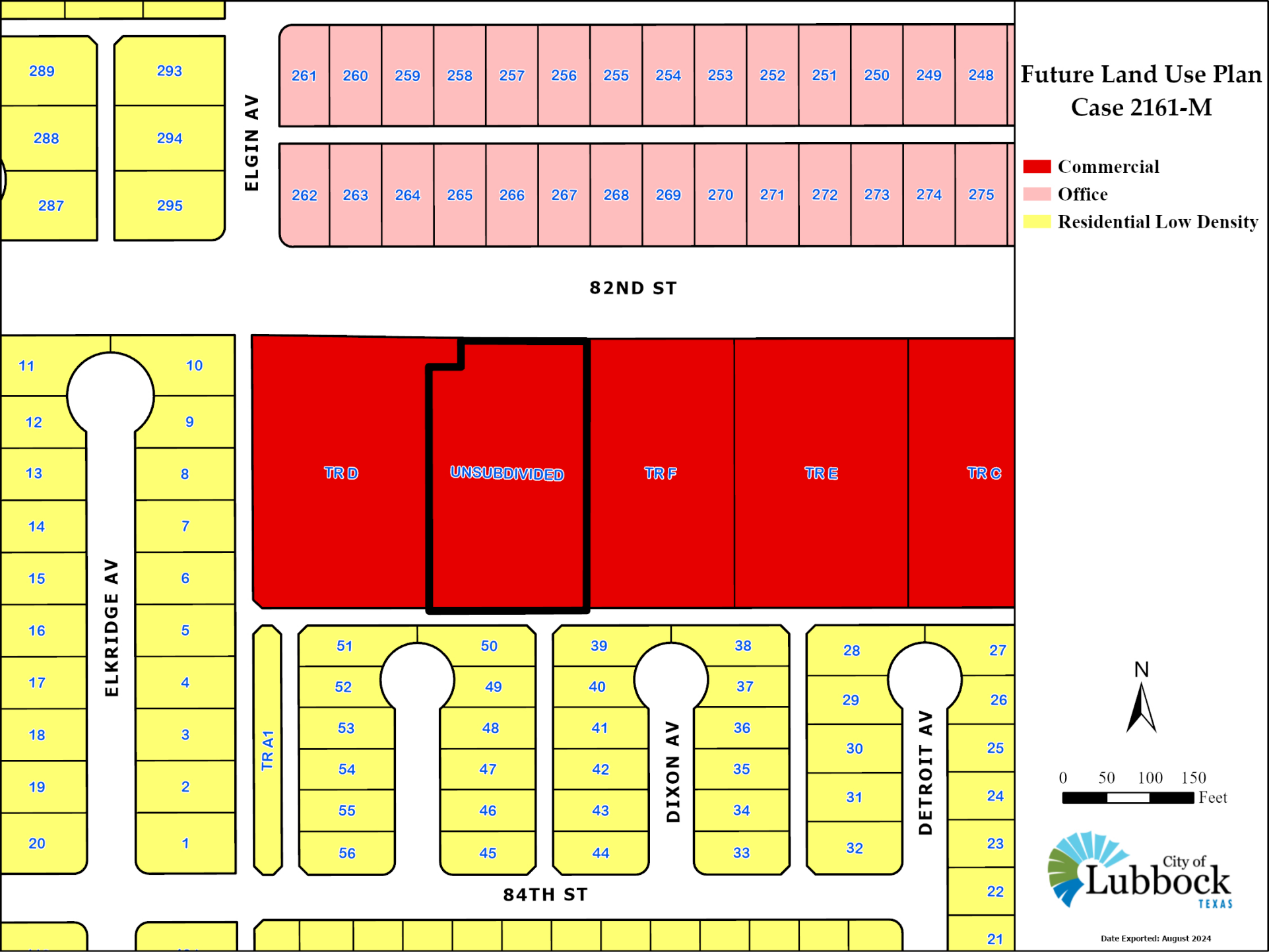
# Current Zoning 2161-M

## Zoning Districts

-  Neighborhood Commercial (NC)
-  Office (OF)
-  Low Density Single Family (SF-2)











West View.



East View.



North View.



South View –Subject Property

2161-M



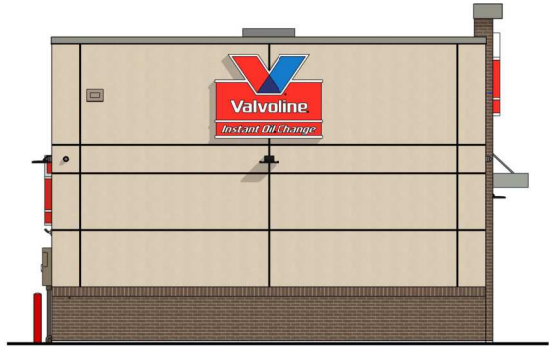
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2 EXTERIOR ELEVATION (RIGHT)  
Scale: 1/8" = 1'-0"



1 EXTERIOR ELEVATION (REAR)  
Scale: 1/8" = 1'-0"



4 EXTERIOR ELEVATION (LEFT)  
Scale: 1/8" = 1'-0"



3 EXTERIOR ELEVATION (FRONT)  
Scale: 1/8" = 1'-0"

T.O. TOWER  
± 24' - 0"

T.O. PARAPET  
± 21' - 6"

T.O. ACCENT BAND  
14' - 0"

B.O. ACCENT BAND  
12' - 0"

T.O. WAINSCOT  
4' - 0"

UPPER LEVEL  
0' - 0"

T.O. TOWER  
± 24' - 0"

T.O. PARAPET  
± 21' - 6"

T.O. ACCENT BAND  
14' - 0"

B.O. ACCENT BAND  
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T.O. WAINSCOT  
4' - 0"

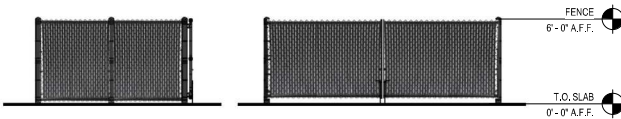
UPPER LEVEL  
0' - 0"

### EXTERIOR FINISHES - BRICK / EIFS / FENCE

|                                     |   |
|-------------------------------------|---|
| EXTERIOR INSULATED FINISH SYSTEM:   | DRYVIT (SANDPEBBLE FINE)<br>COLOR #1: #113 AMARILLO WHITE |
| THIN BRICK #1 (WAINSCOT AND TOWER): | GLEN-GERY "MODULAR BAXTER BROWN WIRECUT"                  |
| PRECAST CAP TRASH ENCLOSURE:        | CUSTOM CAST STONE - "LIGHT BUFF"                          |
| MORTAR:                             | LEHIGH STANDARD KIT - "BEIGE"                             |
| MASONRY SEALER:                     | ALL MASONRY SURFACES SHALL BE TREATED w/ SEALER.          |

|                             |  |
|-----------------------------|--|
| PREFABRICATED METAL CANOPY: | AWNEX INC. "SEATTLE" DESIGN<br>PREFINISHED TO MATCH PAC-CLAD "SILVER"                  |
| PARAPET CAP FLASHING:       | ALUMINUM BREAK METAL<br>PREFINISHED TO MATCH PAC-CLAD "SILVER"                         |
| TOWER SOFFIT AND FASCIA:    | PAC-CLAD SNAP EDGE EXTENDED FASCIA (12'-12")<br>PREFINISHED TO MATCH PAC-CLAD "SILVER" |
| THRU-WALL SCUPPER:          | ALUMINUM BREAK METAL - PREFINISHED TO MATCH DIMENSIONAL METALS, INC. - "BEIGE"         |

|                              |   |
|------------------------------|---|
| STOREFRONT SYSTEM:           | 2x4 1/2" KAWNEER TRIFAB VG 451T SERIES CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM W/ 1" INSULATED GLAZING. |
| TRASH ENCLOSURE GATE SYSTEM: | BLACK VINYL COATED CHAIN LINK FENCE WITH BLACK FENCE SLATS  |
| O.H. DOOR FINISH:            | CLEAR ANODIZED ALUMINUM   |
| ACCESS PANEL:                | STAINLESS STEEL   |



5 TRASH ENCLOSURE ELEVATIONS  
Scale: 1/8" = 1'-0"

ISSUE RECORD

DATE

2BAY FLAT ROOF - BRICK / EIFS  
NO REAR TOWER



Project No: #####



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2 EXTERIOR ELEVATION (RIGHT)  
Scale: 1/8" = 1'-0"



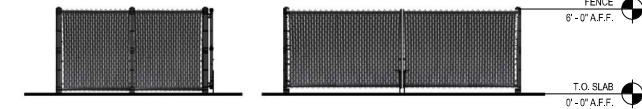
1 EXTERIOR ELEVATION (REAR)  
Scale: 1/8" = 1'-0"



4 EXTERIOR ELEVATION (LEFT)  
Scale: 1/8" = 1'-0"



3 EXTERIOR ELEVATION (FRONT)  
Scale: 1/8" = 1'-0"



5 TRASH ENCLOSURE ELEVATIONS  
Scale: 1/8" = 1'-0"

### EXTERIOR FINISHES - BRICK / BRICK / FENCE

|                                     |  |                             |  |                              |   |
|-------------------------------------|--|-----------------------------|--|------------------------------|---|
| EXTERIOR INSULATED FINISH SYSTEM:   | DRYVIT (SANDPEBBLE FINE) COLOR #1: #113 AMARILLO WHITE | MASONRY SEALER:             | ALL MASONRY SURFACES SHALL BE TREATED w/ SEALER.                                   | STOREFRONT SYSTEM:           | 2x4 1/2" KAWNEER TRIFAB VG 451T SERIES CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM w/ 1" INSULATED GLAZING. |
| THIN BRICK #1 (WAINSCOT AND TOWER): | GLEN-GERY "MODULAR BAXTER BROWN VIRECUT"               | PREFABRICATED METAL CANOPY: | AWNEX INC. "SEATTLE" DESIGN PREFINISHED TO MATCH PAC-CLAD "SILVER"                 | TRASH ENCLOSURE GATE SYSTEM: | BLACK VINYL COATED CHAIN LINK FENCE WITH BLACK FENCE SLATS  |
| THIN BRICK #2 (ABOVE WAINSCOT):     | GLEN-GERY "MODULAR MT RUSHMORE"                        | PARAPET CAP FLASHING:       | ALUMINUM BREAK METAL PREFINISHED TO MATCH PAC-CLAD "SILVER"                        | O.H. DOOR FINISH:            | CLEAR ANODIZED ALUMINUM   |
| PRECAST CAP:                        |  | TOWER SOFFIT AND FASCIA:    | PAC-CLAD SNAP EDGE EXTENDED FASCIA (12-12") PREFINISHED TO MATCH PAC-CLAD "SILVER" | ACCESS PANEL:                | STAINLESS STEEL   |
| TRASH ENCLOSURE:                    | CUSTOM CAST STONE - "LIGHT BUFF"                       | THRU-WALL SCUPPER:          | ALUMINUM BREAK METAL - PREFINISHED TO MATCH DIMENSIONAL METALS, INC. - "BEIGE"     |                              |   |
| MORTAR:                             | LEHIGH STANDARD KIT - "BEIGE"                          |                             |  |                              |   |

|                  |            |
|------------------|------------|
| T.O. TOWER       | ± 24' - 0" |
| T.O. PARAPET     | ± 21' - 6" |
| T.O. ACCENT BAND | 14' - 0"   |
| B.O. ACCENT BAND | 12' - 0"   |
| T.O. WAINSCOT    | 4' - 0"    |
| UPPER LEVEL      | 0' - 0"    |

|                  |            |
|------------------|------------|
| T.O. TOWER       | ± 24' - 0" |
| T.O. PARAPET     | ± 21' - 6" |
| T.O. ACCENT BAND | 14' - 0"   |
| B.O. ACCENT BAND | 12' - 0"   |
| T.O. WAINSCOT    | 4' - 0"    |
| UPPER LEVEL      | 0' - 0"    |

ISSUE RECORD

DATE

2BAY FLAT ROOF - BRICK / BRICK  
NO REAR TOWER



Project No: #####



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2 EXTERIOR ELEVATION (RIGHT)  
Scale: 1/8" = 1'-0"



1 EXTERIOR ELEVATION (REAR)  
Scale: 1/8" = 1'-0"



4 EXTERIOR ELEVATION (LEFT)  
Scale: 1/8" = 1'-0"



3 EXTERIOR ELEVATION (FRONT)  
Scale: 1/8" = 1'-0"



5 TRASH ENCLOSURE ELEVATIONS  
Scale: 1/8" = 1'-0"

### EXTERIOR FINISHES - BRICK / EIFS / CMU

|                                     |  |                             |  |                    |  |
|-------------------------------------|--|-----------------------------|--|--------------------|--|
| EXTERIOR INSULATED FINISH SYSTEM:   | DRYVIT (SANDPEBBLE FINE) COLOR #1: #113 AMARILLO WHITE | PREFABRICATED METAL CANOPY: | AWNEX INC. "SEATTLE" DESIGN PREFINISHED TO MATCH PAC-CLAD "SILVER"                 | STOREFRONT SYSTEM: | 2x4 1/2" KAWNEER TRIFAB VG 451T SERIES CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM W/ 1" INSULATED GLAZING.                                      |
| THIN BRICK #1 (WAINSCOT AND TOWER): | GLEN-GERY "MODULAR BAXTER BROWN WIRECUT"               | PARAPET CAP FLASHING:       | ALUMINUM BREAK METAL PREFINISHED TO MATCH PAC-CLAD "SILVER"                        | TRASH ENCLOSURE:   | SPLIT FACE CMU FIELD PAINTED SHERWIN-WILLIAMS SW-7515 "HOMESTEAD BROWN" AND SW-2822 "DOWNING SAND". PROVIDE MOCK-UP AND VERIFY COLOR W/ OWNER. |
| PRECAST CAP TRASH ENCLOSURE:        | CUSTOM CAST STONE - "LIGHT BUFF"                       | TOWER SOFFIT AND FASCIA:    | PAC-CLAD SNAP EDGE EXTENDED FASCIA (12-12") PREFINISHED TO MATCH PAC-CLAD "SILVER" | GATE SYSTEM:       | FIELD PAINTED SHERWIN-WILLIAMS SW-7515 "HOMESTEAD BROWN". PROVIDE MOCK-UP AND VERIFY COLOR W/ OWNER.   |
| MORTAR:                             | LEHIGH STANDARD KIT - "BEIGE"                          | THRU-WALL SCUPPER:          | ALUMINUM BREAK METAL - PREFINISHED TO MATCH DIMENSIONAL METALS, INC. - "BEIGE"     | O.H. DOOR FINISH:  | CLEAR ANODIZED ALUMINUM  |
| MASONRY SEALER:                     | ALL MASONRY SURFACES SHALL BE TREATED w/ SEALER.       |                             |  | ACCESS PANEL:      | STAINLESS STEEL  |

|                  |            |
|------------------|------------|
| T.O. TOWER       | ± 24' - 0" |
| T.O. PARAPET     | ± 21' - 0" |
| T.O. ACCENT BAND | 14' - 0"   |
| B.O. ACCENT BAND | 12' - 0"   |
| T.O. WAINSCOT    | 4' - 0"    |
| UPPER LEVEL      | 0' - 0"    |

ISSUE RECORD

DATE

2BAY FLAT ROOF - BRICK / EIFS  
NO REAR TOWER



Project No: #####



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2 EXTERIOR ELEVATION (RIGHT)  
Scale: 1/8" = 1'-0"



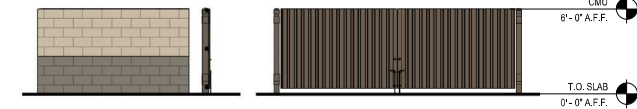
1 EXTERIOR ELEVATION (REAR)  
Scale: 1/8" = 1'-0"



4 EXTERIOR ELEVATION (LEFT)  
Scale: 1/8" = 1'-0"



3 EXTERIOR ELEVATION (FRONT)  
Scale: 1/8" = 1'-0"



5 TRASH ENCLOSURE ELEVATIONS  
Scale: 1/8" = 1'-0"

### EXTERIOR FINISHES - BRICK / BRICK / CMU

|                                     |  |                             |  |                              |  |
|-------------------------------------|--|-----------------------------|--|------------------------------|--|
| EXTERIOR INSULATED FINISH SYSTEM:   | DRYVIT (SANDPEBBLE FINE) COLOR #1: #113 AMARILLO WHITE | MASONRY SEALER:             | ALL MASONRY SURFACES SHALL BE TREATED w/ SEALER.                                   | STOREFRONT SYSTEM:           | 2x4 1/2" KAWNEER TRIFAB VG 451T SERIES CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM w/ 1" INSULATED GLAZING.                                      |
| THIN BRICK #1 (WAINSCOT AND TOWER): | GLEN-GERY "MODULAR BAXTER BROWN WIRECUT"               | PREFABRICATED METAL CANOPY: | AWNEX INC. "SEATTLE" DESIGN PREFINISHED TO MATCH PAC-CLAD "SILVER"                 | TRASH ENCLOSURE GATE SYSTEM: | SPLIT FACE CMU FIELD PAINTED SHERWIN-WILLIAMS SW-7515 "HOMESTEAD BROWN" AND SW-2822 "DOWNING SAND". PROVIDE MOCK-UP AND VERIFY COLOR w/ OWNER. |
| THIN BRICK #2 (ABOVE WAINSCOT):     | GLEN-GERY "MODULAR MT RUSHMORE"                        | PARAPET CAP FLASHING:       | ALUMINUM BREAK METAL PREFINISHED TO MATCH PAC-CLAD "SILVER"                        | O.H. DOOR FINISH:            | FIELD PAINTED SHERWIN-WILLIAMS SW-7515 "HOMESTEAD BROWN". PROVIDE MOCK-UP AND VERIFY COLOR w/ OWNER.   |
| PRECAST CAP TRASH ENCLOSURE:        | CUSTOM CAST STONE - "LIGHT BUFF"                       | TOWER SOFFIT AND FASCIA:    | PAC-CLAD SNAP EDGE EXTENDED FASCIA (12-12") PREFINISHED TO MATCH PAC-CLAD "SILVER" | ACCESS PANEL:                | CLEAR ANODIZED ALUMINUM  |
| MORTAR:                             | LEHIGH STANDARD KIT - "BEIGE"                          | THRU-WALL SCUPPER:          | ALUMINUM BREAK METAL - PREFINISHED TO MATCH DIMENSIONAL METALS, INC. - "BEIGE"     |                              | STAINLESS STEEL  |

|                  |            |
|------------------|------------|
| T.O. TOWER       | ± 24' - 0" |
| T.O. PARAPET     | ± 21' - 6" |
| T.O. ACCENT BAND | 14' - 0"   |
| B.O. ACCENT BAND | 12' - 0"   |
| T.O. WAINSCOT    | 4' - 0"    |
| UPPER LEVEL      | 0' - 0"    |

|                  |            |
|------------------|------------|
| T.O. TOWER       | ± 24' - 0" |
| T.O. PARAPET     | ± 21' - 6" |
| T.O. ACCENT BAND | 14' - 0"   |
| B.O. ACCENT BAND | 12' - 0"   |
| T.O. WAINSCOT    | 4' - 0"    |
| UPPER LEVEL      | 0' - 0"    |

ISSUE RECORD

DATE

2BAY FLAT ROOF - BRICK / BRICK  
NO REAR TOWER







July 31, 2024

City of Lubbock, TX

RE: Rezone Request  
Valvoline Instant Oil Change  
7231 82<sup>nd</sup> Street

Dear City of Lubbock,

On behalf of Valvoline Instant Oil Change, interested in developing the 1.25-acre site at 2731 82<sup>nd</sup> Street with a two-bay oil change facility, we are requesting a Rezone from NC (Neighborhood Commercial), to AC (Auto-Urban Commercial). We hope to develop this site with minor automotive repair to allow Valvoline Instant Oil Change to operate. Please see our included site plan and building elevations which show how we would propose to develop this site if this request is approved.

Valvoline Instant Oil Change has a business model where customers remain in their vehicles while minor automotive repair services are performed, usually taking 15-20 minutes per vehicle. No major repair services will be offered. The business model for Valvoline is such that vehicles enter the bay for their services. The services are completed through the basement component of the building. Additional vehicles await service in the stacking spaces behind the bays.

We believe Valvoline will provide a valuable service to the residents of Lubbock, TX, and the aesthetics of our building will suit the area well. Additionally, we also believe our business model to be above the standard auto shop in that no vehicles remain on site for extended periods of time, as Valvoline is a low traffic producer due to our services.

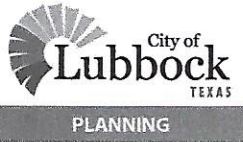
If our request is approved, Valvoline and HFA will work together to create a formal plan submittal adhering to the City of Lubbock code.

If additional information is needed, or if questions arise associated with this request or Valvoline business operations, please contact me.

Sincerely,

Kelsey Kreher  
Team Lead  
HFA  
479.273.7780 ext. 355  
[kelsey.kreher@hfa-ae.com](mailto:kelsey.kreher@hfa-ae.com)





Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 2731 82nd Street Lubbock, TX  
Lots/Tracts: \_\_\_\_\_  
Survey & Abstract: Broocks & Burleson Survey Abstract No. A-9  
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 1.25  
Existing Land Use: Vacant Existing Zoning: NC  
Requested Zoning: AC  
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

**Representative/Agent Information (if different from owner)**

Firm Name: HFA  
Name: Kelsey Kreher  
Address: 1705 S Walton Blvd. City: Bentonville State: AR  
ZIP Code: 72712 Telephone: 816-872-7190 Email: \_\_\_\_\_  
Applicant's Signature: Kelsey Kreher  
Date: 7/31/24 Printed Name: Kelsey Kreher

**Owner Information**

Firm Name: Lubbock Commercial Buildings  
Owner: Ross Rushing  
Address: 2737 82nd Street City: Lubbock State: TX  
ZIP Code: 79423 Telephone: (806) 748-7310 Email: Ross@lubbocklease.com  
Property Owner's Signature: Ross Rushing  
Date: 7/31/24 Printed Name: Ross Rushing

**Preparer Information**

Preparer's Signature: Kelsey Kreher  
Date: 7/31/24 Printed Name: Kelsey Kreher

**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](mailto:cityplanning@mylubbock.us).



8302 ELGIN

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.: **2161-M**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

I oppose because any drive through or egress to the Alley would be a constant problem at my house.

Print Name: Luther Bailey  
Signature: Luther Bailey  
Address: 5406 C.R. 7350 Lubbock, TX 79424  
Address of Property Owned: 8302 ELGIN Ave 79423  
Phone Number: 806-789-6993  
Email: lbailey@REAGAN.COM

Zone Case Number: **2161-M**

R138754

Recipient 60 of 87

BAILEY LUTHER C

5406 CR 7350

LUBBOCK TX 79424-7312



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.: **2161-M**

In Favor

Opposed



Reasons and/or Comments:

We do not want our property to decrease in value, and we do not want the right next associated with used car sales and unmanaged surroundings.

Print Name: Helen C. Newman  
Signature: Helen C. Newman  
Address: 8307 Dixon Ave  
Address of Property Owned: 8307 Dixon Ave  
Phone Number: 806-777-3058  
Email: darlene.gemanytile@gmail.com

Zone Case Number: **2161-M**

R138738

Recipient 57 of 87

NEWMAN, HELEN C

8307 DIXON AVE

LUBBOCK TX 79423





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## Information

### Agenda Item

**Public Hearing - Planning (District 4):** Consider a request for Zone Case 3267-A, a request of Spindlebock Properties, LLC for a zone change from Neighborhood Commercial District (NC) to Heavy Commercial District (HC), at 3202, 3204, 3206, 3208, 3210, and 3212 118th Street and 3215, and 3217 116th Street, located between 116th Street and 118th Street and east of Indiana Avenue, Triple C Business Park Addition, Tracts A through H, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on September 5, 2024, and recommended approval of the request by a unanimous vote of 7-0-0.

### Fiscal Impact

None

### Staff/Board Recommending

Erik Rejino, Assistant City Manager  
Kristen Sager, Director of Planning  
Planning and Zoning Commission

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## Attachments

Ordinance 3267-A  
Staff Report 3267-A  
Documentation 3267-A



**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. 3267-A; A ZONING CHANGE FROM NC TO HC ZONING DISTRICT AT 3202, 3204, 3206, 3208, 3210, AND 3212 118<sup>TH</sup> STREET AND 3215, AND 3217 116<sup>TH</sup> STREET, LOCATED BETWEEN 116<sup>TH</sup> STREET AND 118<sup>TH</sup> STREET AND EAST OF INDIANA AVENUE, TRIPLE C BUSINESS PARK ADDITION, TRACTS A THROUGH H, 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. 3267-A**

**SECTION 1. THAT** Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from NC to HC zoning district at **3202, 3204, 3206, 3208, 3210, and 3212 118<sup>th</sup> Street and 3215, and 3217 116<sup>th</sup> Street, located between 116<sup>th</sup> Street and 118<sup>th</sup> Street and east of Indiana Avenue, Triple C Business Park Addition, Tracts A through H, 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/ZC3267-A  
September 5, 2024



| Staff Report         |  | Zone Case 3267-A   |
|----------------------|--|--------------------|
| City Council Meeting |  | September 24, 2024 |

**Applicant** Spindlebock Properties, LLC

**Property Owner** Taylor Carmona

**Council District** 4

**Recommendations**

- Staff recommends approval of the request.

**Prior Board or Council Action**

- December 7, 2006, Ordinance No. 00121: The subject properties were annexed into City limits and zoned Transition District (T).
- December 17, 2015, Zone Case 3267, Ordinance No. 00127: The subject properties were rezoned from T to Local Retail District (C-2).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject properties were rezoned from C-2 to Neighborhood Commercial District (NC) with the adoption of the Unified Development Code.
- August 1, 2024, Zone Case 3267-A: The Planning and Zoning Commission voted to postpone a request to rezone the subject property from NC to Heavy Commercial District (HC) to September 5, 2024 by a vote of 8-0-0.
- September 5, 2024, Zone Case 3267-A: The Planning and Zoning Commission recommended approval of a zone change from NC to HC, by a vote of 7-0-0.

**Notification Summary**

- Notifications Sent: 25
- Received In Favor: 3
- Received In Opposition: 0

**Site Conditions and History**

The subject properties were originally platted as Triple C Business Park Addition, Tracts A through H on May 21, 2024. The property is currently undeveloped, vacant land.

**Adjacent Property Development**

The properties to the north and south are zoned with a combination of HC, NC and Low Density Single-Family District (SF-2). To the east, there is a mini self-storage facility zoned HC. The property to the west is zoned SF-2, built with a church.

**Item Summary**

The subject properties are addressed as 3202, 3204, 3206, 3208, 3210, and 3212 118<sup>th</sup> Street and 3215, and 3217 116<sup>th</sup> Street, located between 116<sup>th</sup> Street and 118<sup>th</sup> Street, and east of Indiana Avenue, Triple C Business Park Addition, Tracts A through H. The applicant is requesting to rezone the properties from Neighborhood Commercial District (NC) to Heavy Commercial District (HC).

**Current zoning:** Neighborhood Commercial District (NC)

**Requested zoning:** Heavy Commercial District (HC)



### *Purpose Statements*

The purpose of the Neighborhood Commercial (NC) zoning district “is to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses.”

The purpose of the Heavy Commercial (HC) zoning district “is to provide or development of heavy vehicle repair, wholesale trade, 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 location is between 116<sup>th</sup> Street and 118<sup>th</sup> Street, which are designated as local streets by the Master Thoroughfare Plan, 2018. Local streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts.

### *Compatibility with Surrounding Property*

The subject properties are surrounded by commercially zoned districts. The zoning change to Heavy Commercial District (HC) will not change the surrounding area or the character of the existing development.

### *Conformance with the Comprehensive Plan Principles and Future Land Use Map*

The future land use map designates this property for commercial land uses. The proposed zone change to HC would be in conformance with the Future Land Use Plan and the Comprehensive Plan Principles.

### *Conformance with Zoning Ordinance*

The proposed zone change is in conformance with the zoning ordinance.

### *Suitability of Property for Allowed Uses*

The property is suitable for the proposed zoning of HC, and will not need any additional public improvements as the property has recently been platted.

### **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**

Cassie Bermea  
Planner  
Planning Department  
806-775-2096  
[cassiebermea@mylubbock.us](mailto:cassiebermea@mylubbock.us)

Victor Escamilla  
Planning and Zoning Manager  
Planning Department  
806-775-3029  
[vescamilla@mylubbock.us](mailto:vescamilla@mylubbock.us)



## Case Information: Zone Case 3267-A



**Allowable Uses:** [Heavy Commercial District \(HC\)](#)

**Transportation:** The proposed development has points of access from 116<sup>th</sup> Street and 118<sup>th</sup> Street.

| Thoroughfare  | Existing                                      | Per Thoroughfare Development Plan             |
|---|---|---|
| 116 <sup>th</sup> Street,<br><i>Local Street,<br/>Completed</i> | R.O.W. 62 feet, two-lane,<br>undivided, paved | R.O.W. 62 feet, two-lane,<br>undivided, paved |
| 118 <sup>th</sup> Street,<br><i>Local Street,<br/>Completed</i> | R.O.W. 62 feet, two-lane,<br>undivided, paved | R.O.W. 62 feet, two-lane,<br>undivided, paved |

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### Draft Planning and Zoning Commission Minutes

#### District 4

3.4 **Zone Case 3267-A:** Spindlebock Properties, LLC, request for a zone change from Neighborhood Commercial District (NC) to Heavy Commercial District (HC), at:

- 3202, 3204, 3206, 3208, 3210, and 3212 118<sup>th</sup> Street and 3215, and 3217 116<sup>th</sup> Street, located between 116<sup>th</sup> Street and 118<sup>th</sup> Street and east of Indiana Avenue, Triple C Business Park Addition, Tracts A through H.

**PLANNER CASSIE BERMEA** gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

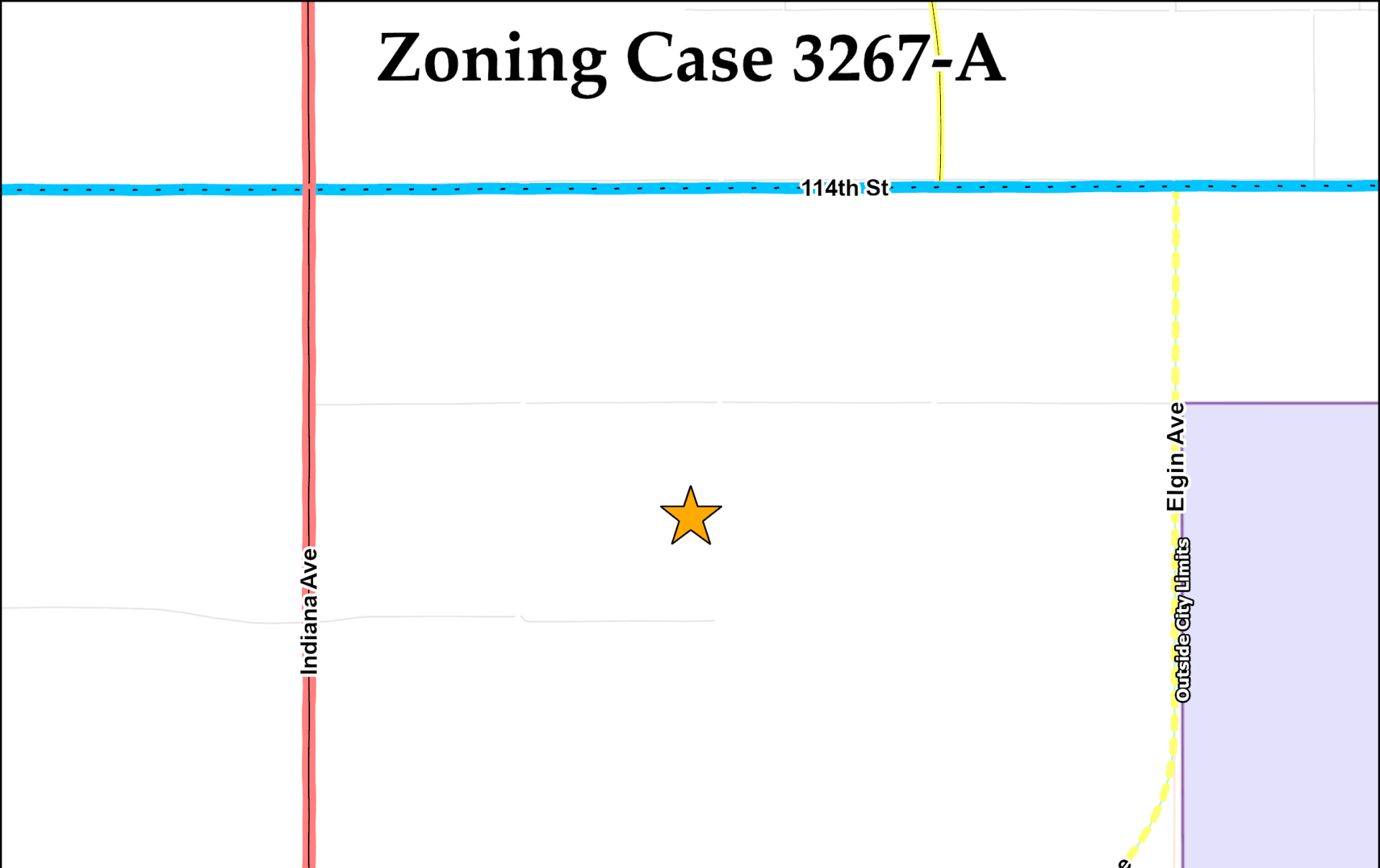
**APPLICANT TAYLOR CARMONA**, 6309 Indiana Avenue, Suite B, gave comments and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3267-A**, a motion was made by **ZACH SAWYER** and seconded by **JORDAN WHEATLEY** to approve the request as presented. The Commission voted 7 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.



# Zoning Case 3267-A



## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

## Freeway

- Completed
- Partial
- Proposed Outer Loop











# PZC Mailout Notifications Received



## Legend

- ◆ LocatorPnt3267\_A
-  MailoutBuffer3267\_A\_400ft
-  MailoutBuffer3267\_A\_200ft
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed
-  LCAD.DBO.TaxParcel

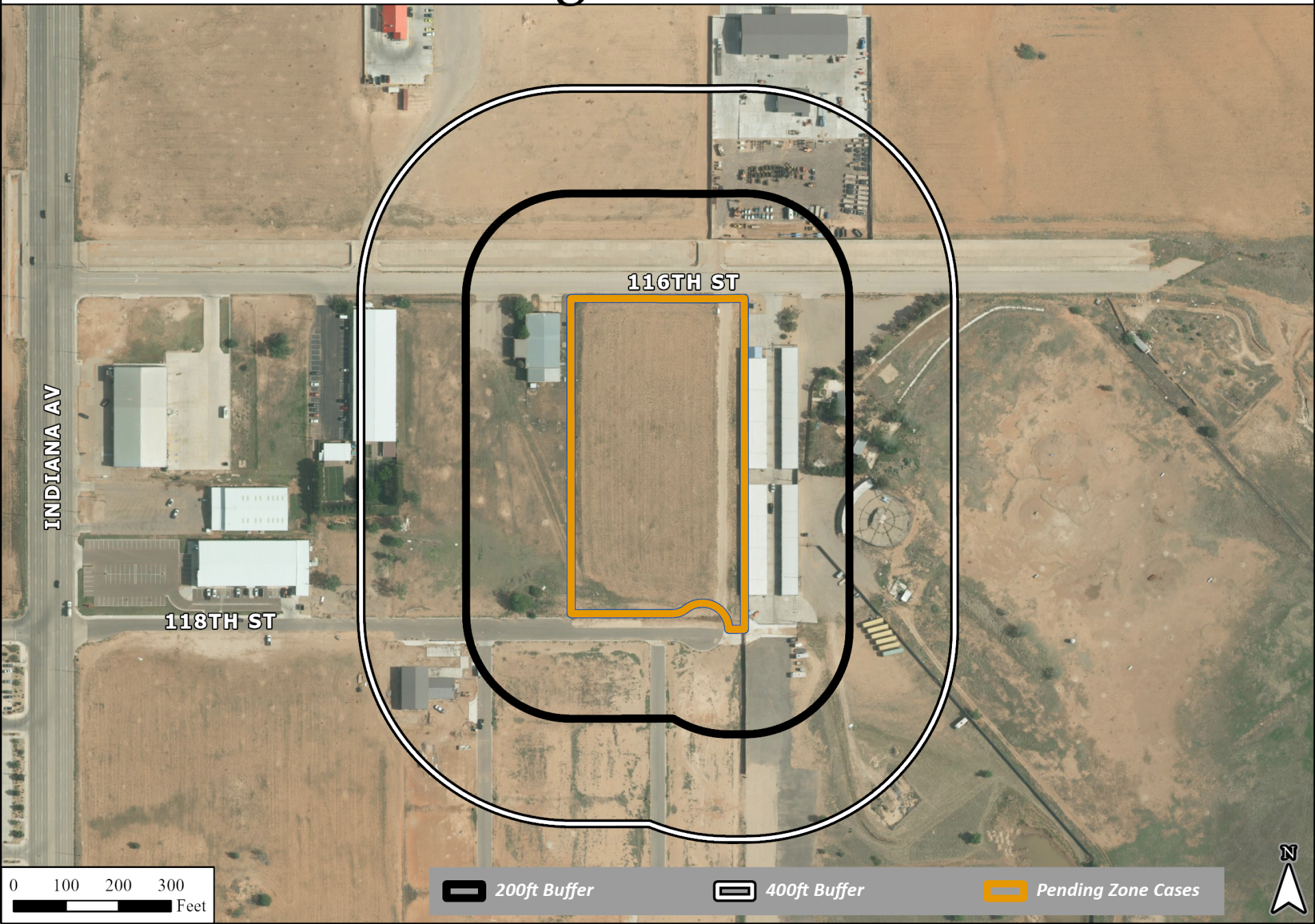


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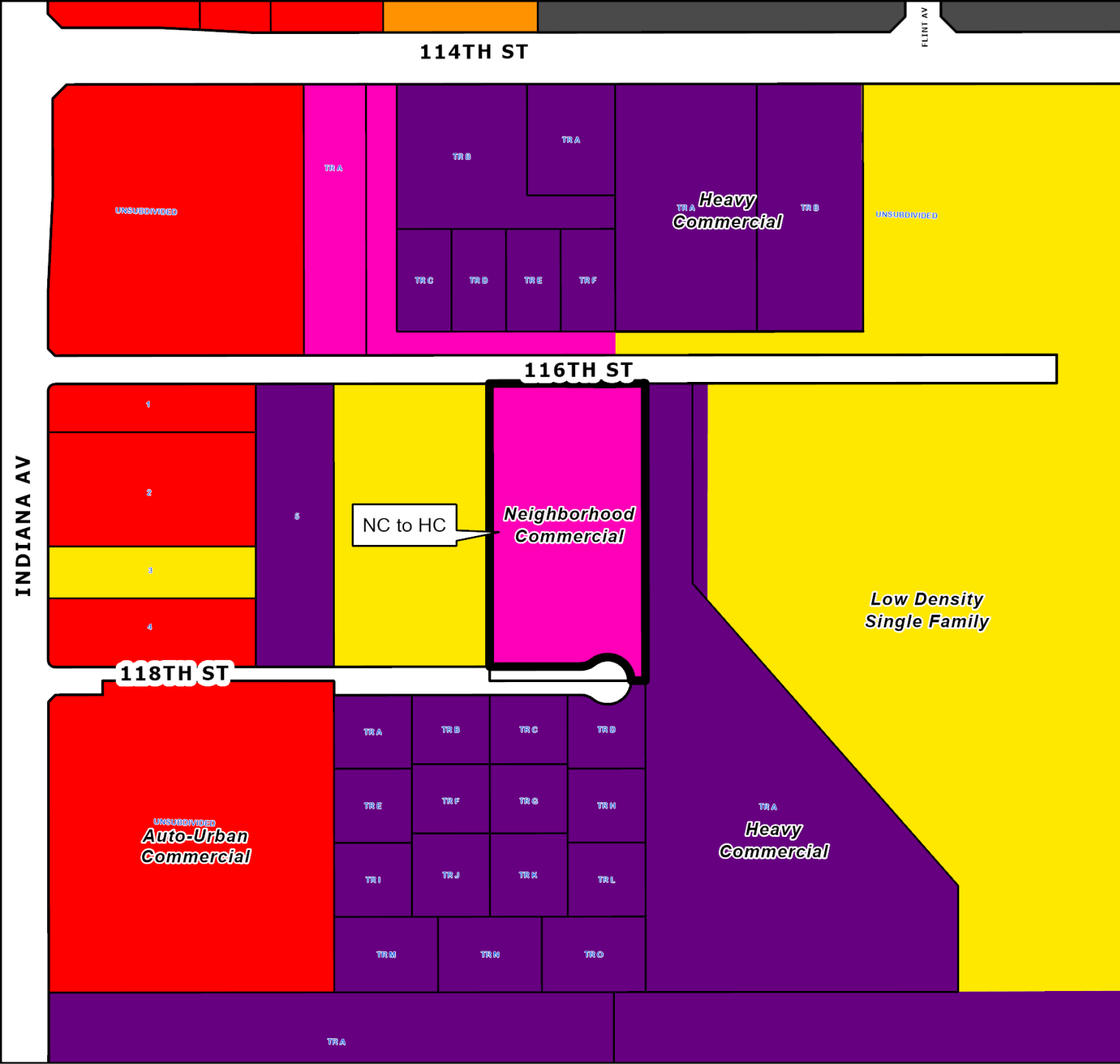
Created by Planning Department  
Date: 8/26/2024



# Zoning Case 3267-A







# Current Zoning

## 3267-A

### Zoning Districts

-  Auto-Urban Commercial (AC)
-  Heavy Commercial (HC)
-  Industrial Park (IP)
-  Medium Density Residential (MDR)
-  Neighborhood Commercial (NC)
-  Low Density Single Family (SF-2)



0 100 200 300 Feet





114TH ST

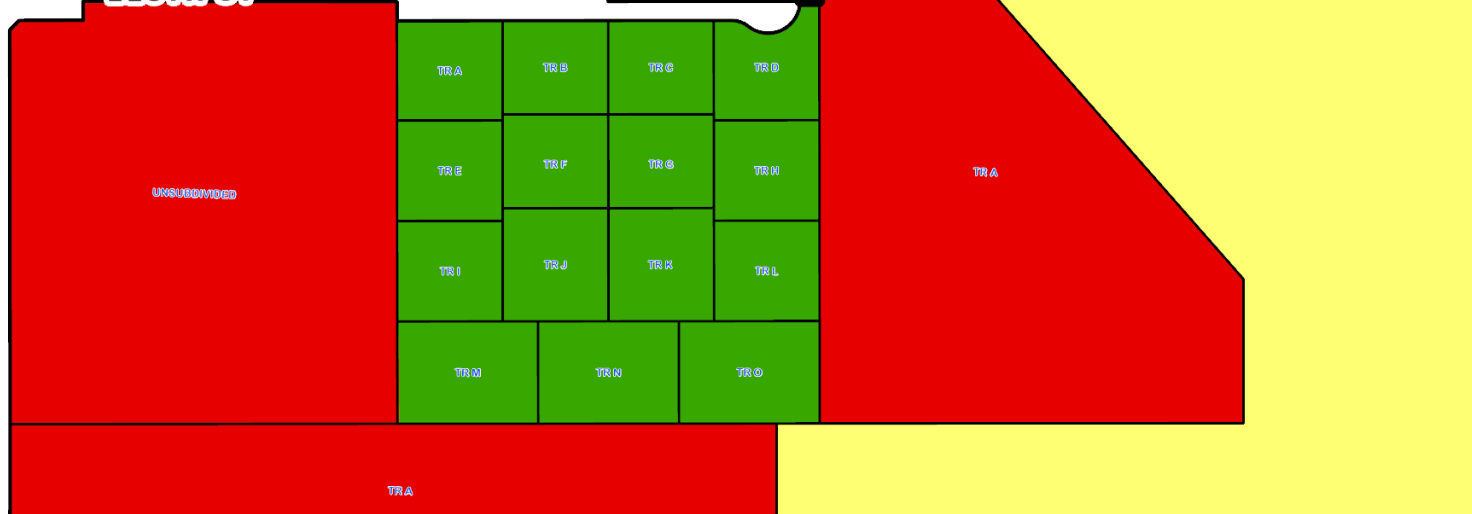
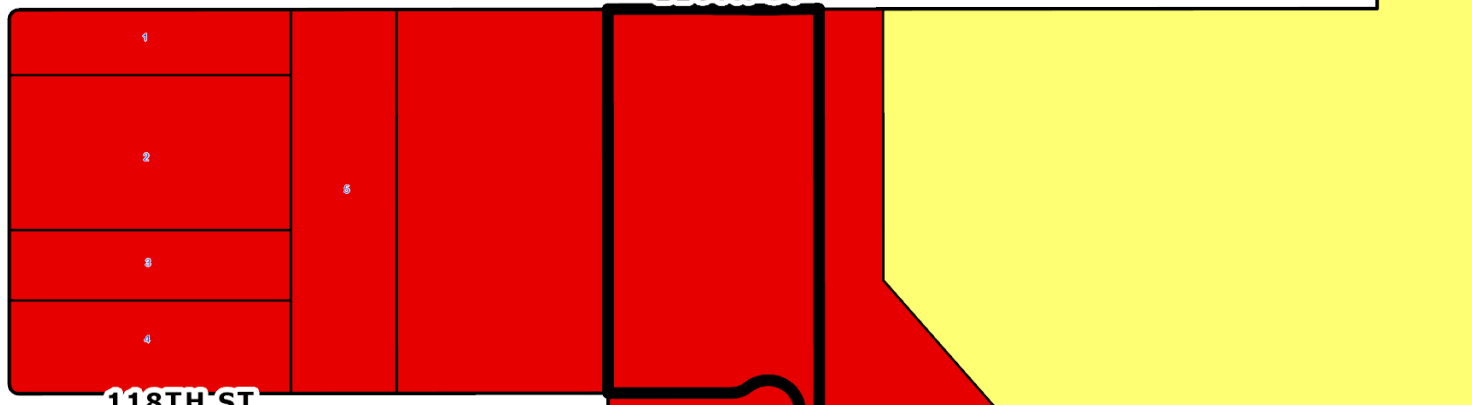
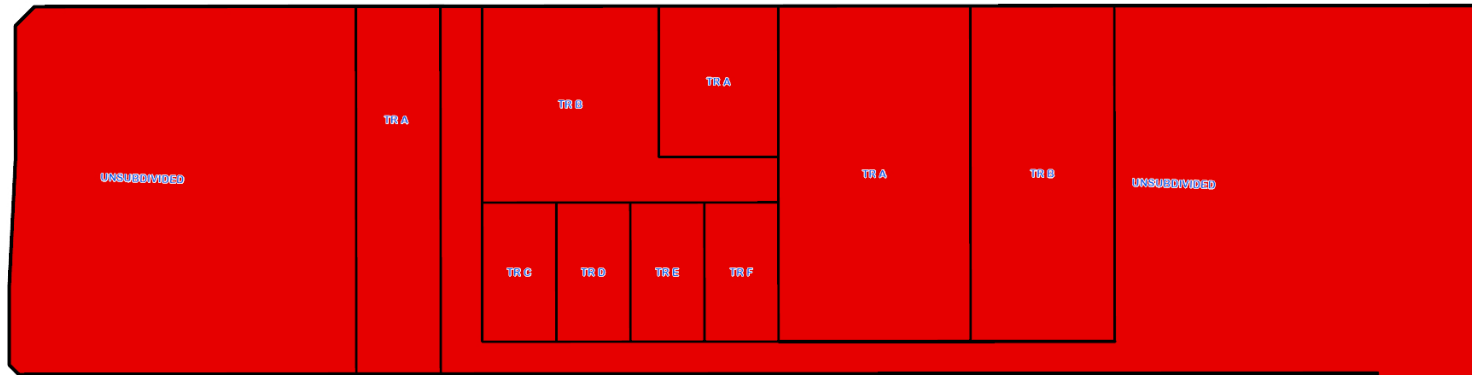
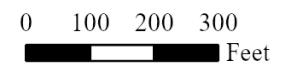
# Future Land Use Plan Case 3267-A

- Commercial
- Parks
- Residential Low Density
- Residential High Density

116TH ST

118TH ST

INDIANA AV







West View.



East View.



North View.



South View from 116<sup>th</sup> Street of all Subject Properties.











ON PROPOSED LOTS 1-8, TRIPLE C BUSINESS PARK, AN ADDITION  
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

- 1) This survey is subject to any facts which may be disclosed by a full and accurate title search. No title search was provided to this office.
- 2) Record documents other than those shown may affect this tract.
- 3) Only those copies which bear an original ink impression seal and signature will be considered a "valid" copy. Delta Land Surveying LLC will not be responsible for anything other than a valid copy of this survey.
- 4) Controlling Monuments are those that were held for the purpose of this survey or agree with this survey.
- 5) Physical monuments of record dignity are those that are expressly called for in the records and can be identified with a reasonable amount of certainty. They are also controlling monuments unless otherwise noted.
- 6) Monuments indicated as found on this survey are not "physical monuments of record dignity" unless otherwise noted.
- 7) Found monuments are accepted by this surveyor as controlling evidence due to substantial agreement with record documents unless otherwise noted.
- 8) Heavy lines indicate plat limits.

- 1) Bearings are based on the West line of that tract described as CCN: 2019037687, being previously recognized as S01°47'27"W
- 2) Distances are actual surface distances.
- 3) Benchmark 1: "X" cut in box in concrete approximately 110' North and 38' West of Northeast corner of proposed Lot 5. Elevation: 3214.62 NAVD88
- 4) Benchmark 2: "X" in concrete approximately 110' North and 237' East of Northeast corner of proposed Lot 5. Elevation: 3213.58 NAVD88

SURVEYED FOR:  
TAYLOR CARMONA



DRAFTED BY: KG REV. BY: JN





Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 3215-3217 116<sup>th</sup> + 3202-3212 118<sup>th</sup> Street

Lots/Tracts: 1-8

Survey & Abstract: \_\_\_\_\_

Metes and Bounds Attached: Yes ☐ No ☒

Total Acreage of Request: 4.54

Existing Land Use: Vacant Subdivided

Existing Zoning: NC

Requested Zoning: HC

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: Taylor Carmona

Owner: Taylor Carmona - Spindleback Properties LLC

Address: 6309 Indiana Avenue City: Lubbock State: TX

ZIP Code: 79413 Telephone: 409 656 5199 Email: taylor.m.carmona@gmail

Property Owner's Signature: [Signature]

Date: 6-24-2024 Printed Name: Taylor Carmona

**Preparer Information**

Preparer's Signature: [Signature]

Date: 6-24-2024 Printed Name: Taylor Carmona

**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](mailto: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.: **3267-A**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name

Steve Berner

Signature:

Steve Berner

Address:

8000 Monticello Ct Amarillo TX 79119

Address of Property Owned:

3115 W 114th St Lubbock TX

Phone Number:

806 236 1165

Email:

Steve@fabern.net

Zone Case Number: **3267-A**

R347554

Recipient 4 of 25

2413 HTS MANAGEMENT LLC

8000 MONTICELL CT

AMARILLO TX 79119-4969



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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**Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:**      **P&Z Case No.: 3267-A**

*In Favor*      ☒

*Opposed*      ☐

**Reasons and/or Comments:**

Print Name: Steve Berger

Signature: Steve Berger

Address: 8000 Monticello Ct

Address of Property Owned: 3115 114th St

Phone Number: 806 236 1165

Email: Steve@cabernet.net

Zone Case Number: **3267-A**

R347553

Recipient 8 of 25

2413 HTS MANAGEMENT LLC

8000 MONTICELL CT

AMARILLO TX 79119-4969



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](mailto: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.: 3267-A**

*In Favor*



*Opposed*

\_\_\_\_\_

**Reasons and/or Comments:**

Print Name \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Address of Property Owned: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Zone Case Number: **3267-A**      R54745

Recipient 24 of 25

DAY & CO INC

6309 INDIANA AVE STE B

LUBBOCK      TX      79413-5739



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## Information

### Agenda Item

**Ordinance 1st Reading - Wastewater Utility:** Consider an ordinance amending the City of Lubbock Code of Ordinances, Chapter 22, "UTILITIES", to provide for establishing new definitions, delineating sewer line repair and maintenance responsibilities, amending the regulation for City-participation for large mains, and repealing certain inapplicable provisions.

### Item Summary

City staff is recommending amendments to Chapter 22 of the City of Lubbock Code of Ordinances based on discussions from budget work sessions related to the replacement of private sewer lateral lines located within public right-of-way (Street or Alley). The proposed changes discussed during the budget work sessions are as follows.

- City crews will perform the work.
- The Property Owner will pay a standard cost to the City Water Department of \$1,000 per repair.
- A payment plan is available for owner-occupied properties.
  - The payment plan cannot exceed 365 days or 12 monthly billing cycles.
- An assistance program for low income residents will be developed by the City Staff.

The proposed ordinance addresses the changes referenced above, and authorizes staff to establish the appropriate policies to support the program, as well as to establish an assistance program.

### Fiscal Impact

\$300,000 is appropriated in the FY 2024/2025 Budget for the establishment of an Assistance Program. Expenditures for the private sewer lateral repairs are funded by Capital Improvement Program (CIP) 92747 - Sewer Tap Replacements.

The sewer lateral repair cost of \$1,000 paid for by the owner will cover the average material and labor costs associated with each repair and will reimburse the expenditures in the CIP.

### Staff/Board Recommending

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

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## Attachments

Sewer Lateral Ordinance - Executed



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CITY OF LUBBOCK, TEXAS CODE OF ORDINANCES CHAPTER 22, "UTILITIES", ARTICLE 22.04, "WASTEWATER SYSTEM" BY AMENDING §22.04.002, "DEFINITIONS", §22.04.009, "SANITARY SEWER LATERAL LINE MAINTENANCE", §22.04.045, "SEWER SERVICE CONNECTIONS" AS THEY RELATE TO REPAIRS AND REPLACEMENT OF SANITARY SEWER LATERAL LINES LOCATED IN THE CITY'S RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO ESTABLISH A FINANCIAL ASSISTANCE PROGRAM; PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, the City Council of the City of Lubbock, Texas pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 11, Section 5 of the Texas Constitution as a home rule city, Chapter 552 of the Texas Local Government Code and Chapter 1, Article II, Section 10 of the City Charter, has the authority to operate a water utility system and set forth ordinances and regulations and receive compensation necessary to operate a water utility system for the benefit of the citizens of the City of Lubbock; and

**WHEREAS**, the City Council of the City of Lubbock, recognizes the public health and safety issue associated with raw, untreated sewage and wastewater discharging in the public right-of-way caused by failures in the City of Lubbock's sanitary sewer main and/or by failures with a utility customer's sanitary sewer line lateral located in the public right-of-way; and

**WHEREAS**, the City Council finds that a public purpose is served to establish policies and guidelines related to the repair of the City of Lubbock's sanitary sewer main and a utility customer's sanitary sewer lateral line located in the public right-of-way; and

**WHEREAS**, to further establish the responsibilities of the city and private parties related to the repair of sanitary sewer lateral lines in the public right-of-way, the City of Lubbock passed Ordinance No. 2023-O0119 on October 10, 2023, placing the responsibility of such repairs on the owner of such sanitary sewer lateral line; and

**WHEREAS**, due to feedback received by the City Council from the public regarding this change, the City Council reconsidered Ordinance No. 2023-O0119 and adopted an amendment to such ordinance, Ordinance No. 2024-O0053, effectively reverting to the City the repair responsibility of sanitary sewer lateral lines located in the public right-of-way; and

**WHEREAS**, as part of the consideration for passing Ordinance No. 2024-O0053, on April 9, 2024 the City Council created an ad hoc committee, the Private Sewer Lateral Ad-Hoc Committee (the "Committee") through Resolution No. 2024-R0203, to consider issues regarding the repair of sanitary sewer lateral lines in the public right-of-way in the City; and

**WHEREAS**, on July 9, 2024, the Committee reported their findings to the City Council at the Special City Council Meeting; and



WHEREAS, after reviewing the report of the Committee and discussing the financial impact any change would have on the public as well as the fiscal impact any change would have on the budget and finances of the City of Lubbock, the City Council believes it to be in the best interest of the public, health and safety of the citizens of Lubbock and it the best interest of the municipal corporation to amend Chapter 22 of the Code of Ordinances of the City of Lubbock;

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

SECTION 1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as the findings of the City Council.

SECTION 2. The Code of Ordinances, City of Lubbock, is hereby amended by amending §22.04.002, "Definitions" by adding the following definitions: (for reference purposes, new additions to the Code of Ordinances are underlined and italicized and deleted provisions are indicated by strikethrough text):

§ 22.04.002 Definitions

*Registered utility contractor. A person with the requisite training, expertise and skill to perform work on a public wastewater system who is a licensed plumber in the State of Texas or maintains a Wastewater Collection System Operator Class III license (or its equivalent) issued by the State of Texas and who is registered with the city's engineering right-of-way department.*

*Sewage backflow event. An event where, due to a problem with the sanitary sewer main, a connection to the sanitary sewer main or with the sanitary sewer lateral line, there is a severe lack of sanitary sewage/wastewater flow and sanitary sewage overflow is imminent or is discharging in a residence, on the property or in a place of business that is detrimental to public health.*

SECTION 3. The Code of Ordinances, City of Lubbock, is hereby amended by amending § 22.04.009, "Sanitary sewer line maintenance" to read as follows: (for reference purposes, new additions to the Code of Ordinances are underlined and italicized and deleted provisions are indicated by strikethrough text):

§ 22.04.009 Sanitary sewer lateral line maintenance.

(a) The city and its designated contractors shall be the only authorized entities or persons to repair or replace the sewer wye, tee, or tapping saddle connection to the city sewer main for an existing property with current sewer service. *Only the city or a registered utility contractor may* ~~and to~~ replace the customer's *sanitary sewer* lateral ~~service line~~ located in the city's right-of-way.

(b) The customer shall be responsible for cleaning, clearing, removing obstructions, maintenance, ~~and~~ operation, *repair or replacement* of the customer's sanitary sewer lateral line from the home, business, facility, or other point of service, to the sewer wye, tee or tapping saddle connection at the public sewer main. ~~The customer shall be responsible for the repair and replacement of the customer's lateral sewer service line from the point of service to the property line.~~



(c) The customer or the customer's contractor shall acquire the proper permits and comply with all applicable laws, ordinances, and policies for the maintenance, repair and operation of this ~~lateral~~ sanitary sewer service lateral line. Physical obstructions in the city's alley right-of-way, such as landscaping, irrigation systems, fencing, or other such surface or subsurface obstructions may potentially be damaged by excavation activity and are prohibited. All repairs and construction of the sanitary sewer lateral service line or pavement within city right-of-way or alleyways shall be performed in accordance with all applicable ordinances and the City of Lubbock Engineering Minimum Design Standards and Specifications.

(d) The customer's utility contractor shall perform the proper one-call notification pursuant to Texas State Utility Code title 5, chapter 251. Such notification requires a 48-hour advance notice before excavation can begin. In addition, prior to excavation, the customer's utility contractor shall complete a permit with the City of Lubbock engineering right-of-way department.

(e) Repairs, sewer main or sewer tap:

(1) Emergency repairs. An emergency repair request is one where, ~~the customer does not have sewer service and the lack of wastewater flows creates a potential health concern. The city shall respond to emergency repairs if the customer's utility contractor determines there is due to a problem with the connection at the city's sanitary sewer main, a utility customer is experiencing a sewage backflow event. Upon receiving confirmation from a registered utility contractor that the sewage backflow event is being caused by a problem with the sanitary sewer main, the registered~~ utility contractor shall contact the ~~city~~ City of Lubbock right-of-way department for emergency repairs of the city's sanitary sewer main.

(2) Repair of an existing sewer wye, tee, or tapping saddle. The city shall be responsible for replacing the wye, tee, or tapping saddle if it is found to be inoperable or in disrepair. A contractor of the customer shall not make these repairs. Rather, requests for repair shall be made directly to the water utility department by the contractor making the sanitary sewer lateral line repairs.

(3) Routine repair. A routine repair request is one where there is service, but the sewer tap is in need of repair. The sewer tap repair will be scheduled and placed on the repair priority list based upon whether the service is an emergency or routine repair. City personnel or its contractors will perform all paving and concrete repair.

(4)

(f) Sanitary sewer lateral line ~~Sewer lateral service~~ in right-of-way.

(1) Emergency repair. In the event a utility customer, or a property owner, if different than the utility customer, is experiencing a sewage backflow event at their property and a licensed plumber has determined that the sewage backflow event is being caused by a collapse of the sanitary sewer lateral line located in the city's right-of-way and/or by a problem with the sanitary sewer main, the licensed plumber may request the city repair the sanitary sewer main and the collapsed sewer lateral line located in the city's right-of-way. The request for repair of a the sanitary sewer lateral service line located in the city's right-of-way shall be made directly to the water utility department by a licensed plumber. The licensed plumber must mark is responsible for marking the location of the sewer connection and/or lateral service line with paint or pin flags. The property owner shall be responsible for the costs and fees associated with the city repairing the sewer lateral line located in the city's right-of-way as outlined herein.



Nothing contained herein shall be construed to prevent a property owner from facilitating the repair of the property owner's own sewer lateral line, whether located in the city's right-of-way or not, so long as the proper permits are obtained, all applicable regulations and laws are complied with and the repairs to the sewer lateral line located in the right-of-way are done by a registered utility contractor.

(2) Payment for sewer lateral line repair.

(A) Repair fee. In the event the owner of the subject property requests the city repair the sanitary sewer lateral line in the city's right-of-way as provided for in § 22.04.009(f)(1) above, the property owner shall be assessed a charge of \$1,000.00 for such repair. Full payment of this repair fee shall be due at the time the repair is made unless a payment agreement has been executed as provided for in subsection (B) below.

(B) Payment agreement. The owner of the subject property may enter into a payment agreement with the city whereby the utility customer agrees to pay the repair fee in equal monthly installments so long as the number of monthly installments does not exceed 12 months. The property owner shall be required to execute an agreement in the form approved by and provided by the city.

(C) Financial assistance. The city may establish a financial assistance program to assist property owners with payment of this repair fee. The financial assistance program shall be available for eligible low-income property owners, based on annual gross income, and shall be subject to annual appropriation. The city manager shall be responsible for establishing the guidelines and procedures for the financial assistance program.

SECTION 4. The Code of Ordinances, City of Lubbock, is hereby amended by amending §22.04.045, "Sewer service connections" to read as follows: (for reference purposes, new additions to the Code of Ordinances are underlined and italicized and deleted provisions are indicated by strikethrough text):

§ 22.04.045            Sewer service connections.

(a) The customer shall select a ~~city approved~~ registered utility contractor to connect lateral sewer connections for residential and commercial land uses. ~~The utility contractor shall be registered with the city's engineering department and shall have a current wastewater collection operator license with the Texas Commission on Environmental Quality, or be a licensed plumber within the State of Texas.~~

(b) Construction of the sewer lateral connection shall conform to the City of Lubbock Engineering Minimum Design Standards and Specifications.

(c) The customer or the customer's contractor shall acquire the proper permits and comply with all applicable laws, ordinances, and policies for the maintenance, repair and operation of this lateral line. Physical obstructions in the city's right-of-way, such as landscaping, irrigation systems, fencing, or other such surface or subsurface obstructions may potentially be damaged by excavation activity. The contractor, at its discretion, may proceed with installing, repairing, or replacing the sewer tap or lateral service line located in the city right-of-way, through or past the obstruction. The repair or replacement of any obstructions placed in the easement or right-of-way, by the property owner or occupant of



the facility being served, or any individual, is the sole responsibility of said owner or occupant.

(d) The registered utility contractor shall notify the appropriate city staff at least 48 hours prior to construction and within 72 hours of the completion of construction. The city will issue a notice of completion within 72 hours of the contractor notifying the city. Then, the customer can request and pay the appropriate fee for the desired size water meter.

SECTION 5. The city manager, or his designee, is hereby authorized to develop and enter into payment agreements for payment of the sanitary sewer lateral line repair fee and establish a financial assistance program, including all associated guidelines and policies, to assist utility customers with payment of the repair fee. Payment arrangements may not exceed twelve (12) months and the financial assistance program shall be available for low-income utility customers, based on annual gross income, and shall be subject to annual appropriation.

SECTION 6. The city manager is authorized to develop, implement and promulgate policies and procedures related to the operation use of the City of Lubbock's personnel and assets for repairs related to sanitary sewer lateral lines located in the public right-of-way consistent with this ordinance, the Lubbock City Charter, the Code of Ordinances of the City of Lubbock and state laws and regulations.

SECTION 7. Repealed. All other terms and provisions of the Code of Ordinances, City of Lubbock, not in conflict herewith and not hereby amended shall remain in full force and effect.

SECTION 8. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 9. Publication. The City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

**AND IT IS SO ORDERED.**

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

Passed by the City Council on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MARK MCBRAYER, MAYOR



ATTEST:

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Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



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Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



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Matthew L. Wade, City Attorney



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## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution making findings that the Highland Oaks Public Improvement District (PID) meets the requirements of Chapter 372 of the Texas Local Government Code; accepting the Highland Oaks PID petition, which covers a portion of an area in Lubbock County, Texas, generally bounded by 146th Street to the north, Slide Road to the east, Woodrow Road to the south, and Frankford Avenue to the west; and calling for a public hearing to receive public comment on the formation of a public improvement district in the area depicted and described.

### Item Summary

The City of Lubbock received a petition from property owners requesting that the City of Lubbock establish a Public Improvement District (PID) for the Highland Oaks development area. The area covers approximately 374.74 acres. PID establishment can only be initiated by a petition of property owners meeting two tests outlined in the statute. The petition must be signed by:

- (a) Owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment; and
- (b) Record owners of property liable for assessment under the PID petition who:
  - 1. Constitute more than 50% of all the record owners of property liable for assessment under the proposal; or
  - 2. Own taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the proposal.

The petition received by the City of Lubbock was signed by 58.04% of the record owners of property liable for assessment, and property owners representing 62.48% of the total appraised value for the area contained in the proposed PID. The petition has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Texas Local Government Code and to be sufficient for consideration by the City of Lubbock.

The Highland Oaks PID is a defined assessment area providing specific types of services for a given area. The purpose of the Highland Oaks PID will be:

- i. To fund a capital improvement project to engineer, procure, and construct water infrastructure throughout the subdivision.
- ii. To fund costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District.

The owners of the property submitting the petition paid the application fee of \$5,000, which should cover the cost of creating the Public Improvement District, with any remaining money reimbursed to the Home Owner's Association. If the cost of creating the Public Improvement District exceeds \$5,000, the Home Owner's Association will reimburse the City for the remaining cost.



One of the statutory requirements for establishing the Public Improvement District is that the City Council hold a Public Hearing regarding the advisability of creating the District. If the City Council approves this resolution calling the public hearing, a notice of public hearing will be published in the Lubbock Avalanche Journal and notices will be mailed to the property owners before the 15th day before the public hearing as required by the statute.

The creation of the Highland Oaks PID is dependent on annexation into the City of Lubbock. An election for annexation will be held on November 5, 2024. Should the property owners elect not to annex this area into the City limits of the City of Lubbock, the City Council will not take further action on creation of the PID.

**Fiscal Impact**

None

**Staff/Board Recommending**

Erik Rejino, Assistant City Manager

Brianna Brown, Business Development Director

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**Attachments**

Resolution

Exhibit 1

Exhibit 2



## **RESOLUTION**

**WHEREAS**, the City of Lubbock, Texas (the "City") has received a petition (the "PID Petition") requesting the creation of a public improvement district according to Chapter 372 of the Texas Local Government Code (the "Code"), and a copy of the PID Petition is attached as "Exhibit 1" to this Resolution and incorporated herein; and

**WHEREAS**, the PID Petition contains signatures from:

(a) The owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment within the area described in the PID Petition as determined by the current roll of the Lubbock Central Appraisal District, with such area being known as Highland Oaks and which is depicted and described in "Exhibit 2", attached hereto and incorporated herein; and

(b) The record owners of real property liable for assessment under the PID Petition who:

(1) Constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the area depicted and described in the PID Petition; and

(2) Own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the area depicted and described in the PID Petition; and

**WHEREAS**, the PID Petition has been examined and verified by City staff and is now found by the City Council of the City of Lubbock (the "City Council") to meet the requirements of the Code and to be sufficient for consideration by the City Council; and

**WHEREAS**, the City Council desires to accept the PID Petition and desires to schedule a public hearing to consider the formation of a public improvement district for the area depicted and described in "Exhibit 2", with such public improvement district proposed to provide for the:

(a) Engineering, procurement, and construction of water infrastructure through the subdivision for an estimated cost of \$7,285,635.00;

(b) Costs associated with developing and financing the public improvements listed in subdivision (a) including costs of establishing, administering, and operating the Highland Oaks PID;

(c) With the proposed method of assessment shall be an equal division among each lot within the area; and

(d) All costs herein to be paid in full by the Highland Oaks PID; **NOW, THEREFORE:**



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

**SECTION 1:** THAT the Council finds that the PID Petition meets the requirements of the Code and, therefore, the Council hereby accepts the PID Petition as presented by the petitioner.

**SECTION 2:** THAT a public hearing is hereby scheduled at 2:00 PM, October 22, 2024, in the City Council Chambers, 1314 Avenue K, Lubbock, Texas, to receive public comment on the formation of a public improvement district for the area depicted and described in "Exhibit 2".

**SECTION 3:** THAT notice of said hearing shall be published in a newspaper of general circulation in the City and the extraterritorial jurisdiction of the City before the fifteenth (15th) day prior to the hearing.

**SECTION 4:** THAT written notice shall be mailed to each property owner, as reflected on the tax rolls, of the property subject to assessment under the proposed public improvement district, before the fifteenth (15th) day prior to the date set for the hearing.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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



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

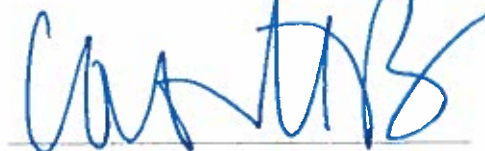
**CERTIFICATION OF SUFFICIENT PETITION**

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 Highland Oaks 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 4, 2024), in the area known as Highland Oaks, as shown on the attached map; the petitioners own 64.28% of the area within the proposed Highland Oaks 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 53.87% of the total area within the proposed Highland Oaks 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 17th day of September, 2024.

(City Seal)



Courtney Paz  
City Secretary  
City of Lubbock  
Lubbock County, State of Texas





September 9, 2024

To: Courtney Paz, City Secretary

From: Brianna Brown, Business Development Director

CC: Erik Rejino, Assistant City Manager

Re: Highland Oaks 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 Highland Oaks 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 (September 4, 2024). Since the petitioners own 62.48 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 53.87 percent of the total area within the proposed Highland Oaks PID area so they pass the area test.

The signatures on the Highland Oaks 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.



PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE  
IMPROVEMENTS IN THE HIGHLAND OAKS 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) 58.04% of the record owners of property liable for assessment, and (ii) the property owners representing 62.48% of the total appraised value 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) engineering, procurement and construction of water infrastructure throughout the District, and (ii) funding of costs associated with development 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: \$7,285,635.00 estimated for proposed public improvements as mentioned in Section 2.

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 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.

The assessment methodology will result in an assessment amount that is equally divided between each lot.

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:

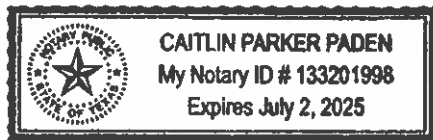
Highland Oaks Home Owner's Association

Betsey Timmons  
Betsey Timmons, President

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF LUBBOCK   §

On this, the 17<sup>th</sup> day of September, 2024, before me, the undersigned Notary Public, 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.



Caitlin Paden  
Notary Public Signature



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

**NOTE: THE SIGNER MUST INCLUDE EITHER: 1) HIS/HER DATE OF BIRTH OR 2) VOTER REGISTRATION**

| LOT NUMBER | RESIDENCE ADDRESS AND ZIP OF SIGNER | DATE OF BIRTH | CITY    | COUNTY OF REGISTRATION | VOTER REGISTRATION NUMBER OF SIGNER |
|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| Lot 1      | 3922, 75th, Lubbock TX 79423, Unit  | 11/02/1968    | LUBBOCK | LUBBOCK                |                                     |

SIGNATURE:



07/28/24

DATE:

Michael Damron

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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| LOT NUMBER | RESIDENCE ADDRESS AND ZIP OF SIGNER  | DATE OF BIRTH | CITY    | COUNTY OF REGISTRATION | VOTER REGISTRATION NUMBER OF SIGNER |
|------------|--------------------------------------|---------------|---------|------------------------|-------------------------------------|
| Lot #2     | 3922, 75th, Lubbock TX 79423, United | 11/02/1968    | LUBBOCK | LUBBOCK                |                                     |

SIGNATURE:



07/28/24

DATE:

Michael Damron

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# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
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|---------------|--|------------------|---------|---------------------------|--|
| 3             | 15404 FM 1730<br>Lubbock, TX<br>79424  | 6/27/66          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE: 7-17-2024



PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 7             | 15806 Slide Rd.<br>79424               | 12/19/82         | LUBBOCK | LUBBOCK                   | 1217787756                             |

SIGNATURE:

*Lozen Tarp*

DATE:

*8/1/24*

*Lozen Tarp*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 8             | 15807 CN 1870<br>Lubbock, TX 79424     | 8/11/1973        | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Natasha Southerd*

DATE:

*7/20/24*

*Natasha Renee Southerd*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
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|---------------|--|------------------|---------|---------------------------|--|
| 9             | 15801 CR 1870<br>79424<br>Lubbock, TX  | 1/23/70          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

DATE:

7/19/24



Michael Pierre Phyl

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
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|---------------|--|------------------|---------|---------------------------|--|
| 10            | 15619 County<br>Road 1870<br>79424     | 8-21-79          | LUBBOCK | LUBBOCK                   | 1009452956                             |

SIGNATURE:



DATE:

7-21-24

Justin Dale Alcarta

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 11            | 15613 CR 1870<br>Lubbock, TX 79424     | 01/01/1974       | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/18/2024

Shawn Larry Ross

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
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|---------------|--|------------------|---------|---------------------------|--|
| 14            | 15407 CR 1870<br>Lubbock, TX 79424     | 1-20-82          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Zane Shambler*

DATE:

*7/25/24*

*ZANE CATES SHAMBLER*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| 15         | 15401 County Road<br>1870           | 12/14/73      | LUBBOCK | LUBBOCK                | <del>7/20/24</del>                  |

SIGNATURE:

C/K

DATE: 07/20/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD: Chris Kemp



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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

|    |               |         |         |         |  |
|----|---------------|---------|---------|---------|--|
| 18 | 15208 CR 1870 | 3/11/53 | LUBBOCK | LUBBOCK |  |
|----|---------------|---------|---------|---------|--|

SIGNATURE:

ROBERT A. BRUNWALT

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

DATE:

7/29/24



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 19            | 15208 CR 1870                          | 3/18/53          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/29/24

ROBERT A. BRIZACOT

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

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|---------------|--|------------------|---------|---------------------------|--|
| 22            | 5320 CR 7540<br>79424                  | 8-25-63          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

  
Kathy Conklin

DATE:

7-19-24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION


15405 CR 1840  
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|---------------|--|------------------|---------|---------------------------|--|
| 23            | 5324 CR 7540                           | 2/23/1961        | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/22/2024

Benny C Shaw, Jr

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
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|---------------|--|------------------|---------|---------------------------|--|
| 24            | 5328 CR 7540                           |                  | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Wade Wilkel

DATE:

7/19/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

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|---------------|---|------------------|---------|---------------------------|--|
| 26            | 5406 County Road 7340<br>Lubbock TX 79424 | 7/14/92          | LUBBOCK | LUBBOCK                   | 1008274873                             |

SIGNATURE:

*Lawrence A. Vigil*

DATE:

7/17/24

*Lawrence A. Vigil*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 27            | 5410 CR 7540<br>Lubbock, Tx 79424      | 1-27-1976        | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-19-2024

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Russell Shephard



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 31            | 5426<br>CR 7540                        | 8/24/72          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-30-24

WILLIAM R DAVIS

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 32            | 5430 CR 7540<br>Lubbock 79424          | 04/01/54         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Danice Schooler*  
*Danice Schooler*

DATE:

*7/19/24*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 33            | 5434 CR 7540                           | 9-17-83          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-21-24

Jason Lee Haley

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

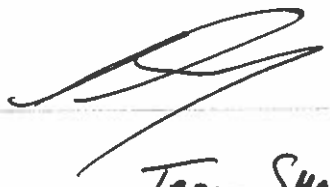
15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER     | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 34            | 5301 County Road 7540<br>Lubbock, TX 79424 | 09/01/1982       | LUBBOCK | LUBBOCK                   | 1058082764                             |

SIGNATURE:



DATE:

07/18/24

Terry Suarez

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 35            | 5307 CR 7540                           | 7/31/70          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Todd Meredith*

DATE:

7/20/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Todd & Meredith



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 36            | 5313 CR 7540                           |                  | LUBBOCK | LUBBOCK                   | 1029231704                             |

SIGNATURE:

*Angela West*

DATE: 07-26-2024

*Angela Graves West*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 38            | 15401 CR 1860<br>Lubbock, Tx<br>79424  | 12/13/36         | LUBBOCK | LUBBOCK                   | 1043478343                             |

SIGNATURE:

*Janice Y. Martin*

DATE:

*7/17/24*

*Janice Yvonne Martin*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 39            | 15407 C.R. 1840<br>79424               | 2-20-68          | LUBBOCK | LUBBOCK                   | 2178110359                             |

SIGNATURE:

*Stephanie Reneau*

DATE: 19 July 2024

Stephanie Reneau

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 41            | Krysta Cecil<br>5310 CR 1550<br>Lubbock, TX. 79424 | 4.24.82          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Krysta Cecil

DATE:

7.17.24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Krysta Cecil



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 43            | 5308 CR 7550<br>Lubbock TX 79424       | 11/21/76         | LUBBOCK | LUBBOCK                   | 1041389511                             |

SIGNATURE:



DATE:

7/19/24

Casey Brooke Carrothers

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 44            | 5302 CR 7550<br>Lubb, Tx 79424         | 8/13/73          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Lesa Ward Walsh

DATE:

7/18/24

Lesa Ward Walsh

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 45            | 5301 CR 7550<br>Lubbock, TX 79424      | 4/20/45          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Wanda Jewell*  
Wanda Jewell

DATE:

7/21/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|----------------------|---------|---------------------------|--|
| 46            | 5307 County Road 7350<br>Lubbock, TX 79424 | 10-22-81<br>10-22-81 | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-18-24

Erik Corona

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 47            | 5313 County Road 7550<br>79424         | 4/6/85           | LUBBOCK | LUBBOCK                   | 1171572242                             |

SIGNATURE:



DATE:

7/18/24

Edwin Guerra

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 48            | 5319 CR 7550                           | 9-3-77           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-18-24

KEGAN MCDERMOTT

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT NUMBER | RESIDENCE ADDRESS AND ZIP OF SIGNER | DATE OF BIRTH | CITY    | COUNTY OF REGISTRATION | VOTER REGISTRATION NUMBER OF SIGNER |
|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| 4.9        | Danny Marshall<br>5325 CR 1550      | 2/27/72       | LUBBOCK | LUBBOCK                |                                     |

SIGNATURE:

Danny Marshall

DATE:

7/30/24

Danny Marshall

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| LS2           | 5326 CR 1500<br>Lubbock, TX 79424      | 2/10/86          | LUBBOCK | LUBBOCK                   | 1190121522                             |

SIGNATURE:



DATE:

7/19/24

Natalie Janell Butler

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT NUMBER | RESIDENCE ADDRESS AND ZIP OF SIGNER | DATE OF BIRTH | CITY    | COUNTY OF REGISTRATION | VOTER REGISTRATION NUMBER OF SIGNER |
|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| 54         | 5314 CR 7560<br>Lubbock, TX 79424   | 5-16-78       | LUBBOCK | LUBBOCK                |                                     |

SIGNATURE:



DATE:

7-19-24

Matthew Reis Nichols

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

I own two lots



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| 55         | 5314 CR 7560<br>Lubbock, TX 79424   | 5-16-78       | LUBBOCK | LUBBOCK                |                                     |

SIGNATURE:



DATE: 7-19-24

Matthew Reis Nichols

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

I own two lots.



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 59            | 5313 CR 7560<br>Lubbock TX 79424       | 1/26/1963        | LUBBOCK | LUBBOCK                   | 2160652287                             |

SIGNATURE:



DATE:

7/19/2024

Schlatterbeck, Montie Robert

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 60            | 5319 CR 7560                           | 10/6/62          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Tony Kurt McMillan*

DATE:

7/20/24

TONY KURT McMILLAN

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

**NOTE: THE SIGNER MUST INCLUDE EITHER: 1) HIS/HER DATE OF BIRTH OR 2) VOTER REGISTRATION**

| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 602           | 5331 CR 7560<br>Lubbock, TX 79424      | 10/26/74         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Leslie Rae Sherman

DATE:

7-27-24

Leslie Rae Sherman

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

**NOTE: THE SIGNER MUST INCLUDE EITHER: 1) HIS/HER DATE OF BIRTH OR 2) VOTER REGISTRATION**

| LOT NUMBER | RESIDENCE ADDRESS AND ZIP OF SIGNER            | DATE OF BIRTH | CITY    | COUNTY OF REGISTRATION | VOTER REGISTRATION NUMBER OF SIGNER |
|------------|--|---------------|---------|------------------------|-------------------------------------|
| 63         | 15813 County Road<br>1860<br>Lubbock, TX 79424 | 7-21-1974     | LUBBOCK | LUBBOCK                |                                     |

SIGNATURE:

*Alvin Bryan Studer*

DATE:

7-28-2024

*Alvin Bryan Studer*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

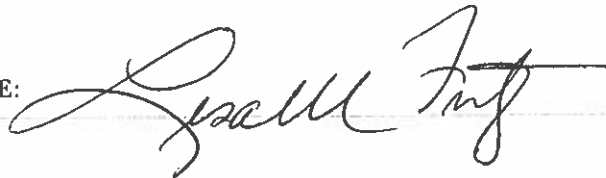
15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER         | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|-----------------------|--|------------------|---------|---------------------------|--|
| <del>1812</del><br>64 | 15801 CR 1860<br>79424                 | 04/27/64         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/16/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Lisa M Bishop-Frite



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 65            | 15431 CR 1850<br>79424                 | 2-12-1983        | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Taylor Dean Watts*

DATE:

*7-21-2024*

*Taylor Dean Watts*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 66            | 15425 CR 1850                          | July 3<br>1952   | LUBBOCK | LUBBOCK                   | 1008194505                             |

SIGNATURE:

*Robert Joseph Lascaro*

DATE:

*July 18, 2024*

*Robert Joseph Lascaro*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 67            | 15419 CR 1850<br>Lubbock, TX<br>79424  | 3-7-1961         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE: 7-20-24

Jeff A Reagan

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 69            | 15407 CR 1850<br>Lbk TX 79424          | 5-19-62          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/21/24

Delia Woodruff Case

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

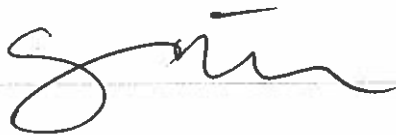
15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|---|------------------|---------|---------------------------|--|
| 71            | 15402 County Road<br>1840 Lubbock TX<br>79424 | 11/20/1980       | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE: 7/17/2024

Cody Brent Timmens

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 73            | 15414 CR 1840<br>Lubbock Texas 79424   | 12/29/87         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE



DATE

7/16/24

Elisa Jade Gonzales

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| # 74          | 15602 County Road<br>1860<br>79424     | 03/03/1975       | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Trena Rider

DATE:

07/21/2024

Trena Rider

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 17            | 5402 CR 1560,<br>79424                 | 06/30/87         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE: 07/20/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Jennifer Hurst



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 78            | 5406 CR 7560                           | 5/28/54          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Kyle Peck*  
KYLE PECK

DATE:

8-4-24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 80            | 5401 CR 7560                           | 2-10-73          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-21-24

Mark Jenkins

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 88            | 5614 CR 7540<br>Lubbock TX 79424       | 4-2-76           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-28-24

Michelle Tyler

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 90            | 5626 CR 7540<br>Lubbock, TX 79424      | 02/17/59         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Rebecca Raedke*

DATE:

7/17/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

*Rebecca Raedke*



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 91            | 5632 CR 7540<br>Lubbock TX 79424       | 1/26/73          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE: 7-19-24

Clint Gregg

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 93            | 5644 CR 7540<br>Lubbock, TX 79424      | 4/13/1985        | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/19/24

Emily Flatthauer

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 014           | 5643 CR 7540                           | 07/20/79         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Corise Smith  
Corise Smith

DATE:

7/26/2024

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 95            | 5637 CR 7540<br>Lubbock, TX 79424      | 4/22/48          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

(Jeanie)  
Frances Jean McCormick  
(Jeanie)

DATE:

7/22/24

Frances Jean McCormick  
PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 96            | 5631 CR 1540<br>79424                  | 2/10/76          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Robert Terry

DATE:

7/26/24

Robert Terry

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

**NOTE: THE SIGNER MUST INCLUDE EITHER: 1) HIS/HER DATE OF BIRTH OR 2) VOTER REGISTRATION**

| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 97            | 5625 County Road 7540<br>79424         | 04/12/1974       | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/24/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

David Matthew Gregory



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 98            | 5619 CR 1540<br>79424                  | 1/16/79          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/20/24

Andrew Kendrick

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 99            | 5613 CR 1540                           | 10/5/1985        | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Esgo - McArthur*

DATE: 7-25-21

*Esgo - McArthur*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

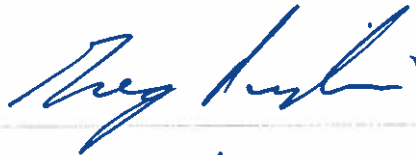
15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 100           | 5607 CR 7540<br>79424                  | 7-23-71          | LUBBOCK | LUBBOCK                   | 1074663445                             |

SIGNATURE:



DATE:

7-17-24

Greg W Pipkin

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:




# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER  | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY       | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|--|--|------------------|------------|---------------------------|--|
| 102  | 5519 CR 7540<br>79424                  | 7-7-67           | LUBBOCK    | LUBBOCK                   |  |
| SIGNATURE:  |  |                  | DATE: 6/21 |                           |  |
| PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD: Randy Sparks                     |  |                  |            |                           |  |



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 103           | 5513 CR 7540<br>79424 - 6584           | 8/2/<br>1953     | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/17/24

John Edward Opperman

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 104           | 5507 CR 7540<br>Lubbock TX 79424       | 8/10/65          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*David Todd Burns*

DATE:

7-22-24

David Todd Burns

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 107           | 5508 CR 7550<br>Lubbock TEXAS<br>79424 | 4/4/1955         | LUBBOCK | LUBBOCK                   | 1008031320                             |

SIGNATURE:



DATE:

July 28, 2024

Malcolm Brian Laing

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT NUMBER | RESIDENCE ADDRESS AND ZIP OF SIGNER | DATE OF BIRTH | CITY    | COUNTY OF REGISTRATION | VOTER REGISTRATION NUMBER OF SIGNER |
|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| 108        | 5514 CR 7550<br>Lubbock TX 79424    | 10/7/78       | LUBBOCK | LUBBOCK                |                                     |

SIGNATURE:



DATE:

7/30/24

DEANNA WINN

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 110           | 5602 CR 7550                           | 6-8-95           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*William J. Ellison*  
William J. Ellison

DATE:

7-21-24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT NUMBER | RESIDENCE ADDRESS AND ZIP OF SIGNER | DATE OF BIRTH | CITY    | COUNTY OF REGISTRATION | VOTER REGISTRATION NUMBER OF SIGNER |
|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| 118        | 5726 CR 755D<br>Lubbock, Tx 79424   | 3/4/72        | LUBBOCK | LUBBOCK                |                                     |

SIGNATURE: Michelle Newman

DATE: 7/16/2024

Michelle R Newman

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

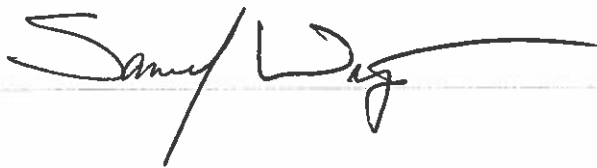
15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 119           | 5725 C.R. 7550<br>LUBBOCK, TX 79424    | 10/10/86         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE: 2024-07-18

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD: SAMUEL Wyatt



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 123           | 5701 CR 7550<br>Lubbock, Texas 79424   | Oct-15-1956      | LUBBOCK | LUBBOCK                   | 1020664239                             |

SIGNATURE:



July-20-2024  
DATE:

Giesselmann, Michael, G

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH   | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|--------------------|---------|---------------------------|--|
| 124           | 5619 CR 7550<br>Lubbock, TX 79424      | 1/21/62<br>1-14-53 | LUBBOCK | LUBBOCK                   | 1607759793<br>1007759803               |

SIGNATURE: *Shelley Bray Nix*  
*Michael Wayne Nix*  
Michael Wayne Nix  
Shelley Bray Nix

7/16/24  
DATE: 7/16/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

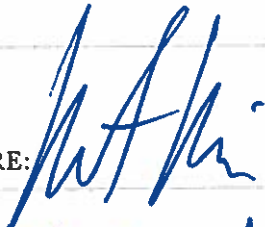
15405 CR 1840  
Lubbock, TX 79424

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|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| 125        | 5613 CR 7550<br>LUBBOCK, TX 79424   | 2/4/64        | LUBBOCK | LUBBOCK                |                                     |

SIGNATURE:



DATE:

7-27-24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

MARTIN D MORRIS



# PETITION FOR INITIATIVE

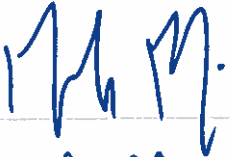

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 126           | 5607 CR 7550<br>Lubbock, TX 79424      | 5-21-78          | LUBBOCK | LUBBOCK                   |  |

|  |               |
|--|---------------|
| SIGNATURE:    | DATE: 7-27-24 |
| <br>PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD: |               |



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 128           | 15410 CR 1830<br>Lubbock, TX           | 3-12-85          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Calden Henderson*

DATE:

7-26-24

*Calden Henderson*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 130           | 15607 CR 1830<br>LUBBOCK TX<br>79424   | 06-24<br>1966    | LUBBOCK | LUBBOCK                   | 1041404946                             |

SIGNATURE



DATE:

7-19-2024

THOMAS SYDNEY EDRINGTON

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 132           | 5511 CR 7550                           | 10-11-1953       | LUBBOCK | LUBBOCK                   | 1007898451                             |

SIGNATURE:

Thomas Lee Ellis

DATE:

7-22-24

THOMAS LEE ELLIS

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 133<br>maple  | 5503 CR 7550                           | 6/20/85          | LUBBOCK | LUBBOCK                   | 1018975197                             |

SIGNATURE:



DATE:

7/20/85

Bethany Nix

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

**NOTE: THE SIGNER MUST INCLUDE EITHER: 1) HIS/HER DATE OF BIRTH OR 2) VOTER REGISTRATION**

| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 134           | 5502 CR<br>7560<br>Lubbock, TX 79424   | 7/18/79          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Shannon Hansen

DATE:

7/27/24

Shannon Hansen

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 135           | 5508 CR 7560<br>79424                  | 8/13/67          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/17/2024

Kimberly Turner

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 137           | 5507 CR 7560<br>Lubbock, TX 79424      | 8/5/83           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Cami Callahan*

DATE: 7-26-24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD: Cami Ann Callahan



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER      | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|---|------------------|---------|---------------------------|--|
| 139           | 5501 County Rd 7530<br>Lubbock, TX<br>79424 | 09/03/68         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/22/2024

JOHN AUSTIN WILLIAMS

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 140           | 5503 CR 7530<br>Lubbock, TX 79424      | 3-13-82          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-30-24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Robin Sefcik



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 141           | 15203 CR 1835<br>79424                 | 06/07/53         | LUBBOCK | LUBBOCK                   | 1164425511                             |

Clyde Schilling

7-17-2024

SIGNATURE:

Clyde Schilling

DATE:

Clyde Thomas Schilling

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 142           | 15205 CR 1835<br>Lubbock, TX. 79424    | 12-5-73          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Sara Parrott*

DATE:

7-28-24

Sara Parrott

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 143           | 15208 CR 1835                          | 7/10/15          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-28-24

GARLAND RYAN MARTIN

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 145           | 15204 CR 1835<br>Lubbock, TX 79424     | 11/22/1958       | LUBBOCK | LUBBOCK                   | 1019262053<br>1019161236               |

SIGNATURE: Michael L. Smith

DATE: 7/18/2024

Michael Lowell Smith

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 147           | 5508 CR 7530<br>Lubbock, TX 79424      | 8/08/<br>73      | LUBBOCK | LUBBOCK                   | 1167854795                             |

SIGNATURE:



DATE:

July 27, 2023

Ramia Zeitouni

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 149           | 5504 CR 7530<br>Lubbock TX 79424       | 013-60           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-27-24

MARK CARL GROOM

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 150           | 5502 CR<br>79424 7530                  | 8-7-62           | LUBBOCK | LUBBOCK                   | 120004382                              |

SIGNATURE:

*Tommi DeAnn Gressett*

DATE:

7-20-24

*Tommi DeAnn Gressett*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 151           | 5501 CR 7520<br>Lubbock, TX 79424      | 9/30/<br>1974    | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Stacy Leach*

DATE:

7/21/2024

Stacy Dian Leach

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 152           | 5503 CR<br>7520 79424                  | 4-15-56          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*David W. Ridley*

DATE:

7-20-24

*David W. Ridley*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 153           | 5505 CR 7520<br>Lubbock TX 79424       | 4/27/<br>1973    | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Adrienne Evans Williams*

DATE:

*7/18/2024*

*Adrienne Evans Williams*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER          | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|------------------------|--|------------------|---------|---------------------------|--|
| 9<br>Lot<br>155<br>154 | 5507 CR 7520<br>79424                  | Apr 11/05/1961   | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

DATE:

7/17/24

Ibrahim Shalaby

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Ibrahim Shalaby  
Shirley Shalaby  
2 lots 154 & 155



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

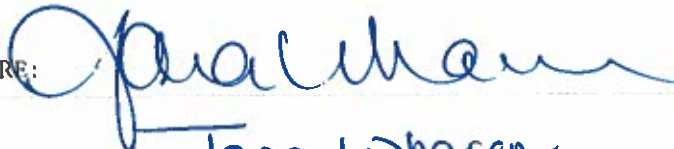
15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 158           | 5406 CR 7520<br>Lubbock, TX 79424      | 12/19/85         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

  
Tara Wharen

DATE: 7/20/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 159           | 5504 C.R. 7520<br>LUBBOCK, 79424       |                  | LUBBOCK | LUBBOCK                   | 1145812168                             |

SIGNATURE:

*Thea A Wilkins*

DATE:

*07/19/2024*

*THEA ANN WILKINS*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 160           | 5502 CR 7520<br>79424                  |                  | LUBBOCK | LUBBOCK                   | 100834923                              |

SIGNATURE:

 Shelley Larkin

DATE:

7/19/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 162           | 5503 CR 7510<br>Lubbock, TX<br>79424   | 6/27/66          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

  
Charles D Rosenbaum

DATE: 07-17-2024

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

**NOTE: THE SIGNER MUST INCLUDE EITHER: 1) HIS/HER DATE OF BIRTH OR 2) VOTER REGISTRATION**

| LOT NUMBER | RESIDENCE ADDRESS AND ZIP OF SIGNER | DATE OF BIRTH | CITY    | COUNTY OF REGISTRATION | VOTER REGISTRATION NUMBER OF SIGNER |
|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| 163        | 5505 CR 1840<br>Lubbock TX 79424    | 11-17-73      | LUBBOCK | LUBBOCK                |                                     |

SIGNATURE:



DATE:

7-30-24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Michael Jon Byers



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER           | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|-------------------------|--|------------------|---------|---------------------------|--|
| 1166<br><del>1164</del> | 14601a County Road<br>1835 79424       | 6/4/86           | LUBBOCK | LUBBOCK                   | 1163276309                             |

SIGNATURE:

Tara Kendrick

DATE:

7-17-24

Tara Megan Kendrick

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 170           | 14603 CR 1835<br>Lubbock, TX 79424     | 1-27-54          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-15-24

Edward Lee Sears

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 172           | 14606 CR 1840,<br>79424                | 2/7/84           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

R. Lori Schott

DATE:

7/23/24

Robyn Lori Schott

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 173           | 14604 CR 1840<br>Lubbock, TX 79424     | 9/6/87           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Rachael Holder*

DATE:

7-16-24

*Rachael Christine Holder*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Rachael Holder



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| L176          | 14603 CR 1840<br>79424                 | 8/28/84          | LUBBOCK | LUBBOCK                   | 1018879441                             |

SIGNATURE:



DATE:

7/20/24

Wait Taylor Butler

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

**NOTE: THE SIGNER MUST INCLUDE EITHER: 1) HIS/HER DATE OF BIRTH OR 2) VOTER REGISTRATION**

| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 178           | 14607 CR 1840<br>79424                 | 8.13.1973        | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-17-2024

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Phillip C. Brewer



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

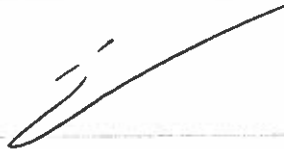
15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER     | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 182           | 5404 County R2<br>7520 Lubbock TX<br>79424 | 1/17/81          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/20/24

Matthew James Macosmeyer

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 184           | 5401 CR 7520<br>Lubbock TX 79424       | 10/27/60         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Blaine Sexton

DATE:

7-28-24

Blaine Sexton

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION


15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT NUMBER | RESIDENCE ADDRESS AND ZIP OF SIGNER | DATE OF BIRTH | CITY    | COUNTY OF REGISTRATION | VOTER REGISTRATION NUMBER OF SIGNER |
|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| 186        | 5405 CR 7520<br>Lubbock, Tx 79424   | 4/5/62        | LUBBOCK | LUBBOCK                |                                     |

SIGNATURE:



DATE:

7/18/2024

**PRINTED** NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



Steven F. Hurt



Steven F. Hurt



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 187           | 5406 CR. 7530<br>Lubbock, TX 79424     | 7/11/80          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Eric Gandy*

DATE:

7-18-24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Eric Neil Gandy



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

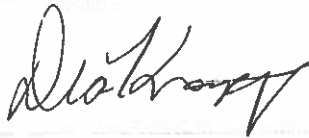
15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 188           | 5404 CR 7530<br>79424                  | 5/14/<br>1966    | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/28/24

Diana Knapp

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 191           | 5403 CR 7530<br>Lubbock TX<br>79424    | 8/18/81          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/26/24

Corinne Hanson

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 194           | 16003 C.R. 1870<br>79424               | 11-06<br>1968    | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Joel Suarez

DATE:

6-5-2024

Joel Suarez

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 195           | 16001 CR 1870<br>LUBK, TX 79424        | 12/6/84          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Marysa Wisdom*

DATE:

7/17/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

*Marysa Wisdom*



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 196           | 15813 CR 1870.                         | 2-2-67           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-28-24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Troy Kane



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|-----------------------|--|------------------|---------|---------------------------|--|
| <del>197</del><br>197 | 5302 CR 7570<br>Lubbock Tx 79424       | 4/16/69          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

22 July 24

Dieter Isaacson

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER  | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|---|------------------|---------|---------------------------|--|
| 199           | 5306 CR 7570<br>Lubbock, Texas<br>79424 | 9/28/54          | LUBBOCK | LUBBOCK                   |  |



SIGNATURE:

7/18/24

DATE:

MICHAEL HUDSON CARPER

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 200           | 5308 CR 7570<br>Lubbock, TX 79424      | 3/7/60           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-20-29

Billye Kathleen Schneider

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

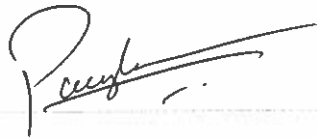
15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

**NOTE: THE SIGNER MUST INCLUDE EITHER: 1) HIS/HER DATE OF BIRTH OR 2) VOTER REGISTRATION**

| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER  | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|---|------------------|---------|---------------------------|--|
| 201           | 5310 COUNTY RD 7570<br>LUBBOCK TX 79424 | 07/30/1977       | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE: 20 July 2024

NIKHIL A PARGANEKAR

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 202           | 5312 CA 7570<br>79424                  | 7/19/62          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Paul Gaffano*

DATE:

7/20/24

PAUL GAFFANO

**PRINTED** NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| 203        | 5402 CR 7570<br>LUBBOCK, TX 79424   | 12/7/1958     | LUBBOCK | LUBBOCK                | 1058267546                          |

SIGNATURE



DATE:

7/18/2024

DANNY REX EVATT

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|---|------------------|---------|---------------------------|--|
| 205           | 5406 County Road<br>7570<br>Lubbock, TX 79424 | 11/03/1972       | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/27/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

Michael Kris Hefner



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 203           | 5506 CR 7570<br>LUBK, 79424            | 9/1/63           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

  
CURT COLKINS  
WKS

DATE:

7/19/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 210           | 5604 CR 7570<br>79424                  | 11-16-71         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-21-24

Billy Denver Sewell III

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 212           | 16002 CR-1820                          | 3/12/1957        | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/19/24

JERRY GENE GWYNES

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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

213 16004 CR 1820  
Lubbock, TX 79424

LUBBOCK

LUBBOCK

*Tausha Rashel Arp*  
SIGNATURE:

DATE:

7/22/24

Tausha Rashel Arp

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 215           | 16008 County Rd<br>1820                | 06/26/<br>1949   | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Dennis Neal Green*

DATE:

7-20-24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

DENNIS NEAL GREEN



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424


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

|     |                                      |         |         |         |  |
|-----|--------------------------------------|---------|---------|---------|--|
| 217 | 16003 CR 1820<br>Lubbock TX<br>79424 | 9/26/67 | LUBBOCK | LUBBOCK |  |
|-----|--------------------------------------|---------|---------|---------|--|

SIGNATURE:

  
Thomas Lee Wood, Jr.

DATE:

7 20 24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:





# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

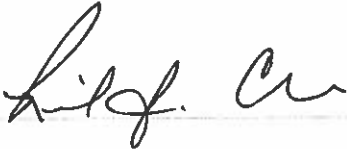
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Lubbock, TX 79424

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|---------------|---|------------------|---------|---------------------------|--|
| 218           | 16001 CR 1820<br>Lubbock, TX 79424<br>Richard A. Calvillo | 2/4/68           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/16/24

Richard A. Calvillo

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

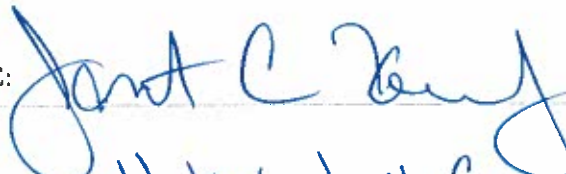
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Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 222           | 16005 CR 1830<br>LBB 79424             | 4/7/<br>1976     | LUBBOCK | LUBBOCK                   | 1019252689                             |

SIGNATURE:

  
Hakey, Janet Cartray

DATE: 7/20/2024

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 223           | 16003 CR 1830<br>79424                 | 8/26/76          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Russell Muguni*

DATE: 7/19/24

*Russell Grant Muguni*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
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|---------------|--|------------------|---------|---------------------------|--|
| 226           | 16004 CR 1840                          | 03/17/82         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/25/24

Angelmo Cabell, Jr

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
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|---------------|--|------------------|---------|---------------------------|--|
| 228           | 16005 CR 1840<br>Lubbock, TX 79424     | 4 Aug 1959       | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Mary Frederick

DATE:

7/23/24

Mary Lou Frederick

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 230           | 16001 COUNTY ROAD<br>1840              | 10/04/1962       | LUBBOCK | LUBBOCK                   | 1008255102                             |

SIGNATURE:

*Ray Mark Bain*

DATE:

07/24/2024

**RAY MARK BAIN**

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 233           | 16006 CR 1860                          | 9-8-52           | LUBBOCK | LUBBOCK                   | 1008132421                             |

SIGNATURE:



DATE:

7-19-24

BILLY JACKSON

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
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|------------|-------------------------------------|----------------|---------|------------------------|-------------------------------------|
| 234        | 16005 CR 1860<br>Lubbock TX 79424   | 01/22/<br>1973 | LUBBOCK | LUBBOCK                | 2119442460                          |

SIGNATURE:



DATE:

7/25/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD: Oliver Koen



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|-----------------------|--|------------------|---------|---------------------------|--|
| <del>235</del><br>235 | 16003 C.R. 1860<br>Lubbock, Tx 79424   | 7-6-68           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7-20-24

Andrew Thomas Edmister

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



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HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

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|---------------|--|------------------|---------|---------------------------|--|
| 236           | 16001 CR 1840<br>Lubbock, TX 79424     |                  | LUBBOCK | LUBBOCK                   | 1189873251                             |

SIGNATURE:



DATE:

7/17/2024

Colby Chase Norris

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 237           | 16002 CR 1865<br>Lubbock, TX 79424     | 03, 23,<br>1971  | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

Hana Gubti

DATE:

July 30, 2024

Hana Gubti

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|---|------------------|---------|---------------------------|--|
| 238           | 16004 County Road 1865<br>Lubbock, TX 79424 | 5/9/81           | LUBBOCK | LUBBOCK                   | 2170924786                             |

SIGNATURE:



DATE:

7/20/24

Kevin Patrick Whalen

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 239           | 16006 CR 1865                          | 5/1/2            | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/27/24

Beauvon William Piles

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT<br>NUMBER | RESIDENCE ADDRESS AND ZIP<br>OF SIGNER | DATE OF<br>BIRTH | CITY    | COUNTY OF<br>REGISTRATION | VOTER REGISTRATION<br>NUMBER OF SIGNER |
|---------------|--|------------------|---------|---------------------------|--|
| 241           | 16003 CR 1840<br>79424                 | 1/17/54          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7/17/24

Bobby Glen Norman

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 242           | 16001 CR 1865<br>Lubbock, TX 79424     | 08/28/56         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

R K Mittal

DATE:

7/21/2024

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:

RAVINDER KUMAR MITTAL



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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| LOT NUMBER | RESIDENCE ADDRESS AND ZIP OF SIGNER | DATE OF BIRTH | CITY    | COUNTY OF REGISTRATION | VOTER REGISTRATION NUMBER OF SIGNER |
|------------|-------------------------------------|---------------|---------|------------------------|-------------------------------------|
| 243        | 16002 County Rd<br>79424 1870       |               | LUBBOCK | LUBBOCK                | 1024761519                          |

SIGNATURE:

*Dianna Stephens*

DATE:

7-18-2024

Stephens, Dianna Carol

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|-------------------|---------|---------------------------|--|
| 244           | 16004 CR 1870<br>LUBBOCK, TX 79424     | 17<br>JAN<br>1948 | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

R. Braunhardt

DATE: 17 JUL 24

RONALD NELSON BRAUNHARDT

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 24715611      | CR 1810<br>Lubbock, TX 79424           | 9-4-66           | LUBBOCK | LUBBOCK                   | 1148952077                             |

SIGNATURE:

*Victoria Ellen Howle*

DATE:

*7/21/24*

*Victoria Ellen Howle*

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 248           | 15609 CR 1810<br>Lubbock, TX 79424     | 5-6-69           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE: 7-20-24

Aaron William Keck

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



## PETITION FOR INITIATIVE

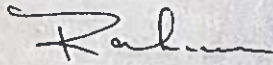
HIGHLAND OAKS HOMEOWNER'S ASSOCIATION  
15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 251           | 15406 CR 1810<br>Lubbock<br>79424      | 02/02<br>1962    | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

07/24/24

Marcus Rahman

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 253           | 15610 CR 1810                          | 4/3/1963         | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Gregory Jose Speck*  
Gregory Jose Speck

DATE: 7-20-24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

TO THE CITY COUNCIL & CITY SECRETARY OF THE CITY OF LUBBOCK, LOCATED IN LUBBOCK COUNTY, TEXAS THE UNDERSIGNED QUALIFIED VOTER(S) OF LUBBOCK TEXAS, TEXAS DO HEREBY PROPOSE: TO CREATE A PUBLIC IMPROVEMENT DISTRICT FOR THE HIGHLAND OAKS SUBDIVISION AS DEFINED BY THE FEASIBILITY REPORT AND SERVICE PLAN SUBMITTED TO THE CITY OF LUBBOCK, TEXAS, TO BE SUBMITTED TO THE CITY COUNCIL TO EITHER PASS OR ADOPT THE PROPOSED INITIATIVE.

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|---------------|--|------------------|---------|---------------------------|--|
| 254           | 15612 COUNTY RD 1840<br>LUBBOCK TX 79424 | 4.1.53           | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:



DATE:

7.20.2024

ROBERT DICKENSON

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD:



# PETITION FOR INITIATIVE

## HIGHLAND OAKS HOMEOWNER'S ASSOCIATION

15405 CR 1840  
Lubbock, TX 79424

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|---------------|--|------------------|---------|---------------------------|--|
| 255           | 15614 CR 1810                          | 5/12/78          | LUBBOCK | LUBBOCK                   |  |

SIGNATURE:

*Amber Miller*

DATE:

7/17/24

PRINTED NAME OF SIGNER EXACTLY AS ON VOTER REGISTRATION CARD: *Amber S. Miller*



August 9<sup>th</sup>, 2024

Brianna Brown  
Business Development Director  
City of Lubbock  
Citizen's Tower  
1314 Avenue K  
Lubbock, TX 79401

RE: Highland Oaks Public Improvement District

Dear Honorable Mayor and City Council,

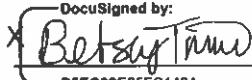
The Highland Oaks subdivision is a residential development adjacent to the southern city limits of the City of Lubbock, south of 146<sup>th</sup> Street F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730), consisting of approximately 374.74 acres. We are proposing to create a Public Improvement District, "PID", to fund a capital improvement project to engineer, procure, and construct water infrastructure throughout the subdivision.

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":

1. The proposed improvement would consist of installing water infrastructure throughout the subdivision to each lot.
2. The estimated cost of the improvement is \$7,285,635.00.
3. This requirement is addressed in the attached Exhibit "A".
4. The proposed method of assessment will be equally divided by each lot.
5. The proposed apportionment of cost will be 100% funded by the Public Improvement District.
6. The district will be managed by a partnership of the municipality and the private sector.
7. This requirement is addressed in the attached, signed petition forms.
8. An advisory body will be established to develop and recommend an improvement plan to the governing body of the municipality.

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.

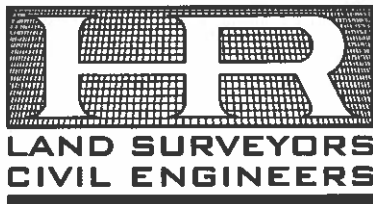


DocuSigned by:  
 8/9/2024  
D5EC80E25EC14BA  
Betsy Timmons

President

Highland Oaks Home Owners Association





**HUGO REED AND ASSOCIATES, INC.**  
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3091  
TEXAS REGISTERED ENGINEERING FIRM F-760  
TEXAS LICENSED SURVEYING FIRM 100676-00

**EXHIBIT "2"**

**METES AND BOUNDS DESCRIPTION of a 374.74-acre tract located in Sections 7 and 10, Block AK, Lubbock County, Texas, being further described as follows:**

**BEGINNING** at a point for the most Easterly Southeast corner of Lot 7, Highland Oaks, a subdivision located in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 6743, Page 85, Official Real Property Records of Lubbock County, Texas, and the most Easterly Southeast corner of this tract, said point also being in the West right-of-way line of Slide Road (F.M. Road 1730), as dedicated by said Highland Oaks, which bears N. 01°43'10" E. a distance of 922.63 feet and N. 88°16'50" W. a distance of 55.00 feet from the Southeast corner of said Section 7, Block AK, Lubbock County, Texas;

**THENCE** N. 88°16'50" W., along the West right-of-way line of said Slide Road (F.M. Road 1730) and the Eastern boundary of said Lot 7, a distance of 5.00 feet to a point of intersection;

**THENCE** Southwesterly, along said West right-of-way line and the Eastern boundary of said Lot 7, along a curve to the right, said curve having a radius of 2231.83 feet, a central angle of 00°28'41", a chord bearing of S. 01°57'31" W., a chord distance of 18.62 feet to a point for the most Southerly Southeast corner of said Lot 7, said point also being in the Southern boundary of the plat limits of said Highland Oaks;

**THENCE** N. 86°15'43" W., continuing along the Southern boundary of said Lot 7 and along a Southern boundary of said plat limits, a distance of 498.91 feet to a point for the Southwest corner of said Lot 7;

**THENCE** S. 16°53'17" W., along an Eastern boundary of said plat limits, at 51.35 feet pass the Northeast corner of the plat limits of Lots 193-255, Highland Oaks, a subdivision located in Section 7, Block AK, Lubbock County, Texas, continuing along the Eastern boundary of said plat limits a total distance of 355.37 feet to a point;

**THENCE** S. 01°53'17" W., continuing along the Eastern boundary of said plat limits, a distance of 508.26 feet to a point 70 feet North of the South line of said Section 7 for the most Southerly Southeast corner of this tract;

**THENCE** N. 88°15'04" W., along a line 70 feet North of and parallel to the South line of said Section 7, crossing various lots and street and alley rights-of-way dedicated by said Highland Oaks, a distance of 4086.01 feet to a point in the Western boundary of said plat limits, for the most Southerly Southwest corner of this tract;

**THENCE** N. 01°53'17" E. a distance of 879.99 feet to a point for the Northwest corner of said plat limits, said point also being in the Southern boundary of the plat limits of Lots 81-138, Highland Oaks, a subdivision in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 7699, Page 311, Official Public Records of Lubbock County, Texas (OPRLCT);

**THENCE** N. 88°00'43" W., along the Southern boundary of said plat limits, at 564.12 feet pass the West line of said Section 7, the East line of said Section 10 and the Southwest corner of said plat limits, continuing for a total distance of 614.12 feet to a point in the West right-of-way line of County Road 1800, as granted by easement recorded in Volume 1277, Page 683, Deed Records of Lubbock County, Texas, for the most Westerly Southwest corner of this tract;

**THENCE** N. 01°52'42" E., along a line 50 feet West of and parallel to the West line of said Section 7 and the East line of said Section 10, and along the West right-of-way line of said County Road 1800, a distance of 1372.57 feet to a point for the most Westerly Northwest corner of this tract;

**THENCE** S. 88°20'51" E., at 50.00 feet pass the West line of said Section 7, the East line of said Section 10, and the Northwest corner of the plat limits of said Lots 81-138, Highland Oaks, continuing along the Northern boundary of said plat limits for a total distance of 1338.39 feet to a point;



THENCE N. 01°52'42" E., at 135.94 feet pass an "ell" corner of said plat limits of Lots 81-138, Highland Oaks, and the Southwest corner of Lots 139-192, Highland Oaks, an addition located in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 10199, Page 204, OPRLECT, continuing along the Western boundary of said plat limits, for a total distance of 1641.93 feet to a point;

THENCE S. 88°07'18" E. a distance of 10.00 feet to a point;

THENCE N. 01°52'42" E., along a line 10 feet East of and parallel to the Western boundary of the plat limits of said Lots 139-192, Highland Oaks, crossing various lots and alley rights-of-way dedicated by said Highland Oaks, a distance of 1222.68 feet to a point in the present city limits as established by City of Lubbock Ordinance Number 2016-00054 and the South right-of-way line of 146th Street, dedicated by said Highland Oaks, for the most Northerly Northwest corner of Lot 168, said Highland Oaks, and the most Northerly Northwest corner of this tract;

THENCE S. 88°46'30" E., along said present city limits and the South right-of-way line of said 146th Street, a distance of 1346.16 feet to a point in the Eastern boundary of the plat limits of said Lots 139-192, Highland Oaks, for the most Northerly Northeast corner of this tract;

THENCE S. 01°47'37" W., along the Eastern boundary of said plat limits, a distance of 2300.78 feet to a point for the Southeast corner of said plat limits, said point also being in the Northern boundary of the plat limits of Lots 1-80 and Tracts A & B, said Highland Oaks, for an "ell" corner of this tract;

THENCE S. 88°36'30" E., along the Northern boundary of said plat limits, a distance of 2592.46 feet to a point in the West right-of-way line of said Slide Road (F.M. Road 1730), for the most Easterly Northeast corner of this tract;

THENCE S. 01°43'10" W., along the West right-of-way line of said Slide Road (F.M. Road 1730), a distance of 1997.04 feet to the Point of Beginning.

Contains: 374.74 acres

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

Prepared: June 4, 2024

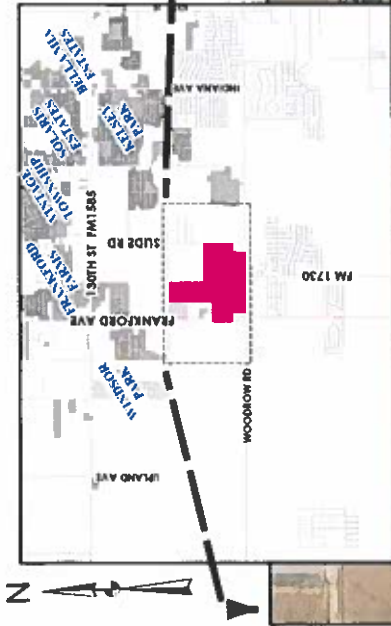


Robert A. Christopher  
Registered Professional Land Surveyor No. 5167  
Licensed State Land Surveyor  
State of Texas



*This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.*





# Proposed Public Improvement District Located in Section 7 & 10, Block AK



0 500 1,000 2,000 Feet

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





# **Highland Oaks PID Lubbock, Texas**

## **Projection No. 2.0**

**Projected Bond Par:**

**PID - \$9,780,000**

**Public Improvement Costs - \$7,285,635**

**Estimated Interest Rate (Bonds): 6.500%**

**Projected Tax Rate Equivalent: \$2.69**

**Prepared By:**

**MUNICAP, INC.**  
— PUBLIC FINANCE —

**August 29, 2024**



# **Highland Oaks PID Lubbock, Texas**

## **Projection No. 2.0**

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**Highland Oaks PID  
Lubbock, Texas**

***BOND PROJECTIONS***



***Highland Oaks PID  
Lubbock, Texas***

**Schedule I: Sources and Uses of Funds and Bond Issuance  
Assumptions**

|                                       | Proceeds    | Percent |
|---------------------------------------|-------------|---------|
| <b>Sources of funds:</b>              |             |         |
| Total bond proceeds                   | \$9,780,000 | 100.00% |
| Other Funding Sources                 | \$0         | 0.00%   |
| Total sources of funds                | \$9,780,000 | 100.00% |
| <b>Uses of funds:</b>                 |             |         |
| Public improvements (see Schedule II) | \$7,285,635 | 74.50%  |
| Issuance costs                        | \$587,325   | 6.00%   |
| Administrative expenses               | \$45,000    | 0.46%   |
| Underwriter's discount                | \$293,400   | 3.00%   |
| Capitalized interest                  | \$635,700   | 6.50%   |
| Reserve fund                          | \$932,940   | 9.54%   |
| Total uses of funds                   | \$9,780,000 | 100.00% |
| Net Proceeds                          | \$7,285,635 |         |

**Assumptions**

|               |           |
|---------------|-----------|
| Maturity      | 20 years  |
| Interest only | 12 months |
| Amortization  | 19 years  |

|                  |       |
|------------------|-------|
| Bond coupon rate | 6.50% |
| Assessment rate  | 0.00% |
| BBI (2/8/2024)   | 0.00% |

|                                     |                         |
|-------------------------------------|-------------------------|
| Date bonds issued/assessment levied | 1-Sep-25                |
| Dates payments due:                 |                         |
| Interest                            | March 1 and September 1 |
| Principal                           | September 1             |

|                         |          |
|-------------------------|----------|
| Capitalized interest:   |          |
| Interest funded through | 1-Sep-26 |
| Months interest funded  | 12       |

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29-Aug-24



**Highland Oaks PID**  
**Lubbock, Texas**

**Schedule II: Public Improvements<sup>1</sup>**

| Public Improvement             | Total       |
|--------------------------------|-------------|
| <i>Onsite</i>                  |             |
| <i>Hard Costs</i>              |             |
| Water Improvements             | \$4,972,691 |
| Storm Drainage Improvements    | \$50,000    |
| <i>Offsite</i>                 |             |
| <i>Hard Costs</i>              |             |
| Water Improvements             | \$475,273   |
| <i>Soft Costs</i>              |             |
| Soft and miscellaneous costs   | \$1,787,671 |
| Total public improvement costs | \$7,285,635 |

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<sup>1</sup> Provided by Developer



**Highland Oaks PID**  
**Lubbock, Texas**

**Schedule III: Debt Service Projections - Bonds**

| 317,850      |                    |               |                    |                             |                                    |                      |                     |                         |                         |  |
|--------------|--------------------|---------------|--------------------|-----------------------------|------------------------------------|----------------------|---------------------|-------------------------|-------------------------|--|
| Date         | Principal          | Interest Rate | Interest           | Gross Debt Service Payments | Gross Annual Debt Service Payments | Capitalized Interest | Reserve Fund Income | Administrative Expenses | Net Annual Debt Service |  |
| 1-Sep-23     |                    |               |                    |                             |                                    |                      |                     |                         |                         |  |
| 1-Mar-23     |                    |               | \$0                | \$0                         |                                    |                      |                     |                         |                         |  |
| 1-Sep-25     | \$0                | 6.50%         | \$0                | \$0                         | \$0                                | \$0                  | \$0                 | \$0                     | \$0                     |  |
| 1-Mar-26     |                    |               | \$317,850          | \$317,850                   |                                    | (\$317,850)          | \$0                 | \$0                     | \$0                     |  |
| 1-Sep-26     | \$0                | 6.50%         | \$317,850          | \$317,850                   | \$635,700                          | (\$317,850)          | \$0                 | \$0                     | \$0                     |  |
| 1-Mar-27     |                    |               | \$317,850          | \$317,850                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-27     | \$268,000          | 6.50%         | \$317,850          | \$585,850                   | \$903,700                          |                      | \$0                 | \$45,900                | \$949,600               |  |
| 1-Mar-28     |                    |               | \$309,140          | \$309,140                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-28     | \$286,000          | 6.50%         | \$309,140          | \$595,140                   | \$904,280                          |                      | \$0                 | \$46,818                | \$951,098               |  |
| 1-Mar-29     |                    |               | \$299,845          | \$299,845                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-29     | \$305,000          | 6.50%         | \$299,845          | \$604,845                   | \$904,690                          |                      | \$0                 | \$47,754                | \$952,444               |  |
| 1-Mar-30     |                    |               | \$289,933          | \$289,933                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-30     | \$326,000          | 6.50%         | \$289,933          | \$615,933                   | \$905,865                          |                      | \$0                 | \$48,709                | \$954,574               |  |
| 1-Mar-31     |                    |               | \$279,338          | \$279,338                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-31     | \$347,000          | 6.50%         | \$279,338          | \$626,338                   | \$905,675                          |                      | \$0                 | \$49,684                | \$955,359               |  |
| 1-Mar-32     |                    |               | \$268,060          | \$268,060                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-32     | \$371,000          | 6.50%         | \$268,060          | \$639,060                   | \$907,120                          |                      | \$0                 | \$50,677                | \$957,797               |  |
| 1-Mar-33     |                    |               | \$256,003          | \$256,003                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-33     | \$396,000          | 6.50%         | \$256,003          | \$652,003                   | \$908,005                          |                      | \$0                 | \$51,691                | \$959,696               |  |
| 1-Mar-34     |                    |               | \$243,133          | \$243,133                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-34     | \$423,000          | 6.50%         | \$243,133          | \$666,133                   | \$909,265                          |                      | \$0                 | \$52,725                | \$961,990               |  |
| 1-Mar-35     |                    |               | \$229,385          | \$229,385                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-35     | \$451,000          | 6.50%         | \$229,385          | \$680,385                   | \$909,770                          |                      | \$0                 | \$53,779                | \$963,549               |  |
| 1-Mar-36     |                    |               | \$214,728          | \$214,728                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-36     | \$482,000          | 6.50%         | \$214,728          | \$696,728                   | \$911,455                          |                      | \$0                 | \$54,855                | \$966,310               |  |
| 1-Mar-37     |                    |               | \$199,063          | \$199,063                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-37     | \$515,000          | 6.50%         | \$199,063          | \$714,063                   | \$913,125                          |                      | \$0                 | \$55,952                | \$969,077               |  |
| 1-Mar-38     |                    |               | \$182,325          | \$182,325                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-38     | \$550,000          | 6.50%         | \$182,325          | \$732,325                   | \$914,650                          |                      | \$0                 | \$57,071                | \$971,721               |  |
| 1-Mar-39     |                    |               | \$164,450          | \$164,450                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-39     | \$587,000          | 6.50%         | \$164,450          | \$751,450                   | \$915,900                          |                      | \$0                 | \$58,212                | \$974,112               |  |
| 1-Mar-40     |                    |               | \$145,373          | \$145,373                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-40     | \$627,000          | 6.50%         | \$145,373          | \$772,373                   | \$917,745                          |                      | \$0                 | \$59,377                | \$977,122               |  |
| 1-Mar-41     |                    |               | \$124,995          | \$124,995                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-41     | \$670,000          | 6.50%         | \$124,995          | \$794,995                   | \$919,990                          |                      | \$0                 | \$60,564                | \$980,554               |  |
| 1-Mar-42     |                    |               | \$103,220          | \$103,220                   |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-42     | \$716,000          | 6.50%         | \$103,220          | \$819,220                   | \$922,440                          |                      | \$0                 | \$61,775                | \$984,215               |  |
| 1-Mar-43     |                    |               | \$79,950           | \$79,950                    |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-43     | \$766,000          | 6.50%         | \$79,950           | \$845,950                   | \$925,900                          |                      | \$0                 | \$63,011                | \$988,911               |  |
| 1-Mar-44     |                    |               | \$55,055           | \$55,055                    |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-44     | \$818,000          | 6.50%         | \$55,055           | \$873,055                   | \$928,110                          |                      | \$0                 | \$64,271                | \$992,381               |  |
| 1-Mar-45     |                    |               | \$28,470           | \$28,470                    |                                    |                      | \$0                 |                         |                         |  |
| 1-Sep-45     | \$876,000          | 6.50%         | \$28,470           | \$904,470                   | \$932,940                          |                      | (\$932,940)         | \$65,557                | \$65,557                |  |
| <b>Total</b> | <b>\$9,780,000</b> |               | <b>\$8,216,325</b> | <b>\$17,996,325</b>         | <b>\$17,996,325</b>                | <b>(\$635,700)</b>   | <b>(\$932,940)</b>  | <b>\$1,048,382</b>      | <b>\$17,476,067</b>     |  |

MuniCap, Inmanicap.sharepoint.com sites ALLSTAFF-TEXAS Lubbock-Vintage Highland Oaks HOA CONSULTING Projections Drafts [Highland Oaks PID Projection No.7.0.xlsx]III-A  
29-Aug-24



**Highland Oaks PID  
Lubbock, Texas**

***PROJECTED DEVELOPMENT***



**Highland Oaks PID**  
**Lubbock, Texas**

**Schedule IV: Summary of Development - Total Real Property Assessed Value**

| Property Type <sup>2</sup> | Proposed Area <sup>1</sup> | Assessed Value <sup>2</sup> | Total                |
|----------------------------|----------------------------|-----------------------------|----------------------|
|                            | Units                      | Per Unit                    | Assessed Value       |
| <b><u>Residential:</u></b> |                            |                             |                      |
| 1 Acre Lot                 | 255                        | \$671,000                   | \$171,105,000        |
| <b>Total</b>               | <b>255</b>                 |                             | <b>\$171,105,000</b> |

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*<sup>1</sup>SULTING/Projections/Drafts/[Highland Oaks PID Projection No.7.0.xlsx]IV*

29-Aug-24

<sup>1</sup>Provided by Developer.

<sup>2</sup>See Schedule V.



***Highland Oaks PID  
Lubbock, Texas***

**Schedule V: Comparison of Valuation Methods<sup>1</sup>**

| Property Type             | Sales<br>Price <sup>2</sup> |
|---------------------------|-----------------------------|
| <b><u>Residential</u></b> |                             |
| 1 Acre Lot<br>Per Unit    | <b><u>\$671,000</u></b>     |

*MuniCap, Inc.*

*hland Oaks PID Projection No.7.0.xlsx]V*

*29-Aug-24*

<sup>1</sup>Valuation approach chosen for each type of development is underlined and shown in bold and italics.

<sup>2</sup>Based on Lubbock Central Appraisail District online records.



***Highland Oaks PID***  
***Lubbock, Texas***

**Schedule VI: Projected Absorption<sup>1</sup>**

| Development<br>Year<br>Ending | Assessed<br>As Of <sup>2</sup> | 1 Acre Lot |            |
|-------------------------------|--------------------------------|------------|------------|
|                               |                                | Units      | Cumulative |
| 31-Dec-23                     | 1-Jan-24                       | 255        | 255        |
| 31-Dec-24                     | 1-Jan-25                       | 0          | 255        |
| 31-Dec-25                     | 1-Jan-26                       | 0          | 255        |
| 31-Dec-26                     | 1-Jan-27                       | 0          | 255        |
| 31-Dec-27                     | 1-Jan-28                       | 0          | 255        |
| 31-Dec-28                     | 1-Jan-29                       | 0          | 255        |
| 31-Dec-29                     | 1-Jan-30                       | 0          | 255        |
| 31-Dec-30                     | 1-Jan-31                       | 0          | 255        |
| 31-Dec-31                     | 1-Jan-32                       | 0          | 255        |
| 31-Dec-32                     | 1-Jan-33                       | 0          | 255        |
| 31-Dec-33                     | 1-Jan-34                       | 0          | 255        |
| 31-Dec-34                     | 1-Jan-35                       | 0          | 255        |
| 31-Dec-35                     | 1-Jan-36                       | 0          | 255        |
| 31-Dec-36                     | 1-Jan-37                       | 0          | 255        |
| 31-Dec-37                     | 1-Jan-38                       | 0          | 255        |
| 31-Dec-38                     | 1-Jan-39                       | 0          | 255        |
| 31-Dec-39                     | 1-Jan-40                       | 0          | 255        |
| 31-Dec-40                     | 1-Jan-41                       | 0          | 255        |
| 31-Dec-41                     | 1-Jan-42                       | 0          | 255        |
| 31-Dec-42                     | 1-Jan-43                       | 0          | 255        |
| 31-Dec-43                     | 1-Jan-44                       | 0          | 255        |
| 31-Dec-44                     | 1-Jan-45                       | 0          | 255        |
| Total                         |                                | 255        |            |

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*29-Aug-24*

<sup>1</sup> Provided by Developer

<sup>2</sup> According to the Lubbock Central Appraisal District property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no assessed value during construction.



**Highland Oaks PID  
Lubbock, Texas**

***PROJECTED ANNUAL INSTALLMENTS***



**Highland Oaks PID**  
**Lubbock, Texas**

**Schedule VII: Projected Annual Installments**

| Bonds        |                        |                     |                       | Total Debt Service  | Administrative Expense <sup>1</sup> | Prepayment & Delinquency Reserve (0.5%) | Projected Annual Installment | Required Coverage <sup>2</sup> | Revenues Required for Bond Issuance <sup>3</sup> |
|--------------|------------------------|---------------------|-----------------------|---------------------|-------------------------------------|---|------------------------------|--------------------------------|--|
| Year         | Principal <sup>1</sup> | Coupon <sup>1</sup> | Interest <sup>1</sup> |                     |                                     |   |                              |                                |  |
| 1            | \$0                    | 0.000%              | \$0                   | \$0                 | \$0                                 | \$0                                     | \$0                          | \$0                            | \$0  |
| 2            | \$0                    | 0.000%              | \$635,700             | \$635,700           | \$0                                 | \$44,520                                | \$680,220                    | \$850,275                      | (\$170,055)                                      |
| 3            | \$268,000              | 0.000%              | \$635,700             | \$903,700           | \$45,900                            | \$44,520                                | \$994,120                    | \$1,242,650                    | (\$248,530)                                      |
| 4            | \$286,000              | 0.000%              | \$618,280             | \$904,280           | \$46,818                            | \$43,180                                | \$994,278                    | \$1,242,848                    | (\$248,570)                                      |
| 5            | \$305,000              | 0.000%              | \$599,690             | \$904,690           | \$47,754                            | \$41,750                                | \$994,194                    | \$1,242,743                    | (\$248,549)                                      |
| 6            | \$326,000              | 0.000%              | \$579,865             | \$905,865           | \$48,709                            | \$40,225                                | \$994,799                    | \$1,243,499                    | (\$248,700)                                      |
| 7            | \$347,000              | 0.000%              | \$558,675             | \$905,675           | \$49,684                            | \$38,595                                | \$993,954                    | \$1,242,442                    | (\$248,488)                                      |
| 8            | \$371,000              | 0.000%              | \$536,120             | \$907,120           | \$50,677                            | \$36,860                                | \$994,657                    | \$1,243,322                    | (\$248,664)                                      |
| 9            | \$396,000              | 0.000%              | \$512,005             | \$908,005           | \$51,691                            | \$35,005                                | \$994,701                    | \$1,243,376                    | (\$248,675)                                      |
| 10           | \$423,000              | 0.000%              | \$486,265             | \$909,265           | \$52,725                            | \$33,025                                | \$995,015                    | \$1,243,768                    | (\$248,754)                                      |
| 11           | \$451,000              | 0.000%              | \$458,770             | \$909,770           | \$53,779                            | \$30,910                                | \$994,459                    | \$1,243,074                    | (\$248,615)                                      |
| 12           | \$482,000              | 0.000%              | \$429,455             | \$911,455           | \$54,855                            | \$28,655                                | \$994,965                    | \$1,243,706                    | (\$248,741)                                      |
| 13           | \$515,000              | 0.000%              | \$398,125             | \$913,125           | \$55,952                            | \$26,245                                | \$995,322                    | \$1,244,152                    | (\$248,830)                                      |
| 14           | \$550,000              | 0.000%              | \$364,650             | \$914,650           | \$57,071                            | \$23,670                                | \$995,391                    | \$1,244,239                    | (\$248,848)                                      |
| 15           | \$587,000              | 0.000%              | \$328,900             | \$915,900           | \$58,212                            | \$20,920                                | \$995,032                    | \$1,243,790                    | (\$248,758)                                      |
| 16           | \$627,000              | 0.000%              | \$290,745             | \$917,745           | \$59,377                            | \$17,985                                | \$995,107                    | \$1,243,883                    | (\$248,777)                                      |
| 17           | \$670,000              | 0.000%              | \$249,990             | \$919,990           | \$60,564                            | \$14,850                                | \$995,404                    | \$1,244,255                    | (\$248,851)                                      |
| 18           | \$716,000              | 0.000%              | \$206,440             | \$922,440           | \$61,775                            | \$11,500                                | \$995,715                    | \$1,244,644                    | (\$248,929)                                      |
| 19           | \$766,000              | 0.000%              | \$159,900             | \$925,900           | \$63,011                            | \$7,920                                 | \$996,831                    | \$1,246,039                    | (\$249,208)                                      |
| 20           | \$818,000              | 0.000%              | \$110,110             | \$928,110           | \$64,271                            | \$4,090                                 | \$996,471                    | \$1,245,589                    | (\$249,118)                                      |
| 21           | \$876,000              | 0.000%              | \$56,940              | \$932,940           | \$65,557                            | \$4,090                                 | \$1,002,587                  | \$1,253,233                    | (\$250,647)                                      |
| <b>Total</b> | <b>\$9,780,000</b>     |                     | <b>\$8,216,325</b>    | <b>\$17,996,325</b> | <b>\$1,048,382</b>                  | <b>\$548,515</b>                        | <b>\$19,593,222</b>          | <b>\$24,491,527</b>            | <b>(\$4,898,305)</b>                             |

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<sup>1</sup>See Schedule III-A.

<sup>2</sup>Based on City standards, the HOA will be required to carry 125% coverage on the debt service. This is calculated by multiplying the Projected Annual Installment by 125% - \$416,284

<sup>3</sup>HOA revenues required represents the shortfall between the Projected Annual Installment and the Required Coverage



**Highland Oaks PID**  
**Lubbock, Texas**

**Schedule VIII: Allocation of Assessments - Assessment Per Unit**

**Table 1: Calculation of Equivalent Unit Factors**

| Property Type | Estimated Value Per Dwelling Unit <sup>1</sup> | Assessment Classification | Unit Factor |
|---------------|--|---------------------------|-------------|
| 1 Acre Lot    | \$671,000                                      | Land Use Class 1          | 1.00        |

**Table 2: Total Equivalent Units (EUs)**

| Assessment Classification | Unit Factor | Proposed Development <sup>1</sup> | Total Units |
|---------------------------|-------------|-----------------------------------|-------------|
| Land Use Class 1          | 1.00        | 255                               | 255.00      |
| Total Units               |             | 255                               | 255.00      |

**Table 3: Assessment Per Unit**

| Assessment <sup>2</sup> | Total Units | Assessment Per Unit |
|-------------------------|-------------|---------------------|
| \$9,780,000             | 255.00      | \$38,352.94         |

**Table 4: Assessment Per Unit**

| Assessment Classification | Assessment Per Unit | Unit Factor | Assessment Per Unit | Projected Gross Average Annual Installment Per Unit |
|---------------------------|---------------------|-------------|---------------------|---|
| 1 Acre Lot                | \$38,353            | 1.00        | \$38,353            | \$3,904   |

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29-Aug-21

<sup>1</sup>See Schedule IV. Equivalent unit factors are based on the ratio of estimated assessed value

<sup>2</sup>See Schedule I.



**Highland Oaks PID**  
**Lubbock, Texas**

**Schedule IX: Projected Annual Installment - Estimated Millage Per \$100 Unit**

| Year         | Inflation Factor | Projected Annual Installment <sup>1</sup> | Total Equivalent Units <sup>2</sup> | Projected Annual Installment Per Equivalent Unit | Average Value Per Unit <sup>3</sup> | Projected Annual Installment Tax Rate Equivalent |
|--------------|------------------|---|-------------------------------------|--|-------------------------------------|--|
| 1            | 100%             | \$0                                       | 255.00                              | \$0  | \$671,000                           | \$0.000000                                       |
| 2            | 100%             | \$680,220                                 | 255.00                              | \$2,668  | \$671,000                           | \$0.397545                                       |
| 3            | 100%             | \$994,120                                 | 255.00                              | \$3,899  | \$671,000                           | \$0.581000                                       |
| 4            | 100%             | \$994,278                                 | 255.00                              | \$3,899  | \$671,000                           | \$0.581092                                       |
| 5            | 100%             | \$994,194                                 | 255.00                              | \$3,899  | \$671,000                           | \$0.581043                                       |
| 6            | 100%             | \$994,799                                 | 255.00                              | \$3,901  | \$671,000                           | \$0.581397                                       |
| 7            | 100%             | \$993,954                                 | 255.00                              | \$3,898  | \$671,000                           | \$0.580903                                       |
| 8            | 100%             | \$994,657                                 | 255.00                              | \$3,901  | \$671,000                           | \$0.581314                                       |
| 9            | 100%             | \$994,701                                 | 255.00                              | \$3,901  | \$671,000                           | \$0.581339                                       |
| 10           | 100%             | \$995,015                                 | 255.00                              | \$3,902  | \$671,000                           | \$0.581523                                       |
| 11           | 100%             | \$994,459                                 | 255.00                              | \$3,900  | \$671,000                           | \$0.581198                                       |
| 12           | 100%             | \$994,965                                 | 255.00                              | \$3,902  | \$671,000                           | \$0.581494                                       |
| 13           | 100%             | \$995,322                                 | 255.00                              | \$3,903  | \$671,000                           | \$0.581702                                       |
| 14           | 100%             | \$995,391                                 | 255.00                              | \$3,903  | \$671,000                           | \$0.581743                                       |
| 15           | 100%             | \$995,032                                 | 255.00                              | \$3,902  | \$671,000                           | \$0.581533                                       |
| 16           | 100%             | \$995,107                                 | 255.00                              | \$3,902  | \$671,000                           | \$0.581577                                       |
| 17           | 100%             | \$995,404                                 | 255.00                              | \$3,904  | \$671,000                           | \$0.581750                                       |
| 18           | 100%             | \$995,715                                 | 255.00                              | \$3,905  | \$671,000                           | \$0.581932                                       |
| 19           | 100%             | \$996,831                                 | 255.00                              | \$3,909  | \$671,000                           | \$0.582584                                       |
| 20           | 100%             | \$996,471                                 | 255.00                              | \$3,908  | \$671,000                           | \$0.582374                                       |
| 21           | 100%             | \$1,002,587                               | 255.00                              | \$3,932  | \$671,000                           | \$0.585948                                       |
| <b>Total</b> |                  | <b>\$19,593,222</b>                       |                                     | <b>\$3,904</b>                                   | <b>\$671,000</b>                    | <b>\$0.572550</b>                                |

MuniCap, Inc. ALLSTAFF TEXAS (Lubbock-Vintage Highland Oaks HOA CONSULTING Projections Drafts) Highland Oaks PID Projection No. 7.0.xlsx/IX  
29-Aug-24

<sup>1</sup>See Schedule VII

<sup>2</sup>See Table 2 on Schedule VIII.

<sup>3</sup>See Schedule IV.



**Highland Oaks PID**  
**Lubbock, Texas**

**Schedule X: Projected Total Real Property Millage Per \$100 Unit**

| Projected Total Real Property Millage Per \$100 Unit |   |                              |                             |                                 |   |                                  |                 |
|--|---|------------------------------|-----------------------------|---------------------------------|---|----------------------------------|-----------------|
| Year   | Projected Annual Installment <sup>1</sup> | City of Lubbock <sup>2</sup> | Lubbock County <sup>2</sup> | Lubbock-Copper ISD <sup>2</sup> | High Plains Water District <sup>2</sup> | Lubbock County Hospital District | Projected Total |
| 1  | \$0.000000                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.104235      |
| 2  | \$0.397545                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.501780      |
| 3  | \$0.581000                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685235      |
| 4  | \$0.581092                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685327      |
| 5  | \$0.581043                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685278      |
| 6  | \$0.581397                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685632      |
| 7  | \$0.580903                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685138      |
| 8  | \$0.581314                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685549      |
| 9  | \$0.581339                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685574      |
| 10   | \$0.581523                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685758      |
| 11   | \$0.581198                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685433      |
| 12   | \$0.581494                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685729      |
| 13   | \$0.581702                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685937      |
| 14   | \$0.581743                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685978      |
| 15   | \$0.581533                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685768      |
| 16   | \$0.581577                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685812      |
| 17   | \$0.581750                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685985      |
| 18   | \$0.581932                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.686167      |
| 19   | \$0.582584                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.686819      |
| 20   | \$0.582374                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.686609      |
| Average  | \$0.581528                                | \$0.480164                   | \$0.347507                  | \$1.169200                      | \$0.004200                              | \$0.103164                       | \$2.685763      |

MimiCap, Innotes ALLSTAFF TEXAS texas Lubbock-Vintage Highland Oaks HOA CONSULTING Projections Drafts [Highland Oaks PID Projection No.7.0.xlsx]X

29-Aug-24

<sup>1</sup>See Schedule XI

<sup>2</sup>Source: Lubbock County Tax Assessor-Collector



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## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution accepting a petition to create a tax increment reinvestment zone pursuant to Texas Tax Code Sec.311.005(a)(4) to be called Tax Increment Financing District No. 4, located in the North Park Development area, approximately described as the area east of Frankford Avenue, south of Erskine Street, north of West Loop 289 and west of N. Winston Avenue and set a public hearing regarding same.

### Item Summary

The City of Lubbock received a petition from property owners requesting that the City of Lubbock establish a Tax Increment Financing District (TIF) for the proposed North Park Development area. The area covers approximately 332.8 acres.

The petition received by the City of Lubbock was signed by property owners of at least fifty percent (50%) of the total appraised value for the area. The petition has been examined, verified, and found to meet the requirements of Chapter 311 of the Texas Tax Code, and to be sufficient for consideration by the City of Lubbock.

Before consideration of an Ordinance to create the TIF District, the City Council must hold a public hearing on the creation of the zone, and its benefits to the City and to the property proposed in the zone. This resolution calls for the public hearing to be held on October 8, 2024. If the City Council approves this resolution, a notice of public hearing will be published in the Lubbock Avalanche Journal before the 7th day before the public hearing, as required by the statute.

### Fiscal Impact

None

### Staff/Board Recommending

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

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## Attachments

Resolution  
Petition



## RESOLUTION

**WHEREAS**, the City of Lubbock, Texas (the "City"), pursuant to Texas Tax Code Chapter 311, as amended, known as the Tax Increment Financing Act (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the City Council determines that development or redevelopment in the area would not occur solely through private investment in the reasonably foreseeable future and the area satisfies the requirements of the Act; and

**WHEREAS**, in addition to the other requirements outlined in the Act, one acceptable criteria for designating a tax increment reinvestment zone, in accordance with § 311.005(a)(4), is through a petition submitted to the governing body of the municipality by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in an area described in the petition, according to the most recent certified appraisal roll for the county in which the area is located, requesting that the area be designated as a reinvestment zone; and

**WHEREAS**, on September 16, 2024, the City received a petition (the "Petition") from owners of certain real property, such owners being Slide North Apartments, L.L.C., a Texas limited liability company; Slide North Townhomes, L.L.C., a Texas limited liability company; North Loop 289, Ltd., a Texas limited partnership; Northpark 289 DE, LLC, a Delaware limited liability company; North Park Lubbock Development, Inc., a Texas corporation; North park Lubbock Development, Ltd., a Texas limited partnership; and Brentwood Loop Realty, Ltd., a Texas limited partnership, (the "Petitioners") requesting the City to establish a reinvestment zone encompassing an area of land described by metes and bounds in the petition, being approximately 332.8 acres located within the municipal limits of the City of Lubbock (a copy of the Petition is attached to this resolution and is incorporated herein as though set forth fully herein); and

**WHEREAS**, according to the Petitioners, they own more than more than percent (50%) of the appraised value of the property in the area described in the Petition and satisfy the requirements of § 311.005(a)(4) of the Act; and

**WHEREAS**, in accordance with § 311.003 of the Act, before the City may adopt an ordinance designating a reinvestment zone, the City Council must first prepare a preliminary reinvestment zone financing plan and must hold a public hearing on the creation of the zone and its benefits to the City and to property in the proposed zone; **NOW THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, THAT:**

1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.
2. The Petitioners represent more than percent (50%) of the appraised value of the property in the area described in the Petition and satisfy the requirements of § 311.005(a)(4) of the Act.
3. The City Manager, or his designee, is hereby directed to develop a preliminary reinvestment zone financing plan for the area described in the Petition as required by § 311.003 of the Act.
4. A public hearing be held on October 8, 2024, on the creation of a reinvestment zone for the area described in the Petition and its benefits to the City and to property in the



proposed zone and allowing at the hearing any interested person speak for or against the creation of the reinvestment zone, its boundaries, or the concept of tax increment financing.

5. Notice for the aforementioned public hearing be published in *The Lubbock Avalanche Journal*, a newspaper having general circulation in the City, more than seven days before the date of the hearing of October 8, 2024.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Matthew L. Wade, City Attorney



**PETITION TO THE CITY OF LUBBOCK, TEXAS FOR THE  
DESIGNATION OF A REINVESTMENT ZONE**

**TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF LUBBOCK, TEXAS:**

Pursuant to the provisions of Chapter 311 of the Texas Tax Code (the “Code”), comes now Slide North Apartments, L.L.C., a Texas limited liability company; Slide North Townhomes, L.L.C., a Texas limited liability company; North Loop 289, Ltd., a Texas limited partnership; Northpark 289 DE, LLC, a Delaware limited liability company; North Park Lubbock Development, Inc., a Texas corporation; North Park Lubbock Development, Ltd., a Texas limited partnership; and Brentwood Loop Realty, Ltd., a Texas limited partnership (collectively, the “Petitioners”), the owners of certain taxable real property, who request the City of Lubbock, Texas (the “City”) to establish a reinvestment zone (the “Zone”) encompassing an area of land described by the metes and bounds in “Exhibit A.”

Petitioners are the owners of land or other property in the proposed Zone constituting at least 50% of the appraised value of the property in the boundaries of the proposed Zone, according to the most recent certified appraisal rolls in Lubbock County.

In support of this Petition, Petitioners respectfully request the City Council of the City as follows:

1. To create the proposed Zone pursuant to the provisions of the Code with a name consistent with the requirements of the Code.
2. Provide that the Zone contain the area described by the metes and bounds in Exhibit “A” attached hereto.
3. Provide that the Zone have all the powers of a reinvestment zone created pursuant to the provisions of the Code, as amended.
4. Appoint a board of directors for the Zone to exercise the authority granted by the Code for the administration, management, and operation of the Zone and implementation of the Zone’s project plan and reinvestment zone financing plan.
5. Provide such other action and assistance as the City may deem necessary and appropriate to assist in the redevelopment of the Zone.

Petitioners further request that the Zone be designated as soon as possible with a tax base year beginning January 1, 2024, and with the first incremental tax year beginning January 1, 2025.

[Signatures to follow]



Respectfully submitted to the City by and through its City Secretary on September 16, 2024  
by the undersigned Petitioners.

**PETITIONERS:**

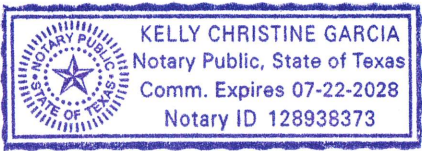
**SLIDE NORTH APARTMENTS, L.L.C.,**  
a Texas limited liability company

By: PMT Management, LLC,  
its manager

By: [Signature]  
Name: Paul Terrill  
Title: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF Travis       §

Paul Terrill This instrument was acknowledged before me on September 16, 2024, by  
Paul Terrill on behalf of said company listed above.



[Signature]  
Notary Public, State of Texas

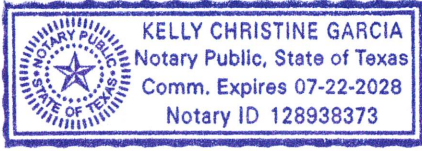
**SLIDE NORTH TOWNHOMES, L.L.C.,**  
a Texas limited liability company

By: PMT Management, LLC,  
its manager

By: [Signature]  
Name: Paul Terrill  
Title: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF Travis       §

Paul Terrill This instrument was acknowledged before me on September 16, 2024, by  
Paul Terrill on behalf of said company listed above.



[Signature]  
Notary Public, State of Texas



**NORTH LOOP 289, LTD.,**  
a Texas limited partnership

By: North Loop Management, LLC,  
its general partner

By: 

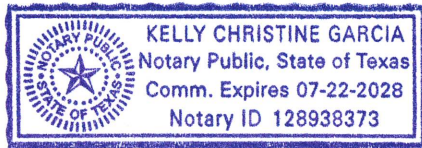
Name: Paul Terrill

Title: Manager

STATE OF TEXAS §

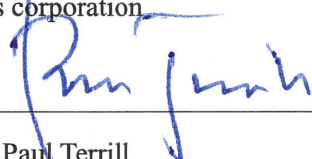
COUNTY OF Travis §

This instrument was acknowledged before me on September 16, 2024, by  
Paul Terrill on behalf of said company listed above.



Kelly Christine Garcia  
Notary Public, State of Texas

**NORTH PARK LUBBOCK DEVELOPMENT, INC.,**  
a Texas corporation

By: 

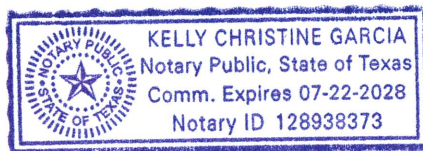
Name: Paul Terrill

Title: Vice-President

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on September 16, 2024, by  
Paul Terrill on behalf of said company listed above.



Kelly Christine Garcia  
Notary Public, State of Texas



**NORTH PARK LUBBOCK DEVELOPMENT, LTD.,**  
a Texas limited partnership (converted to North Park  
Lubbock Development, Inc.)

By: 

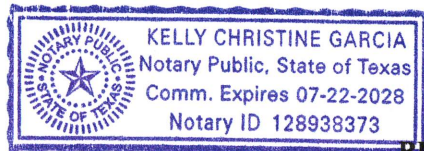
Name: Paul Terrill

Title: Vice-President

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on September 16, 2024, by  
Paul Terrill on behalf of said company listed above.



Kelly Christine Garcia  
Notary Public, State of Texas

**BRENTWOOD LOOP REALTY, LTD.,**  
a Texas limited partnership

By: Brentwood 289 Management, LLC,  
its general partner

By: 

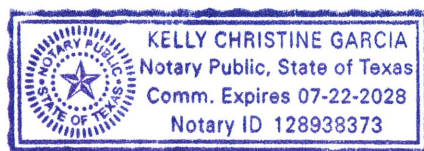
Name: Paul Terrill

Title: Manager

STATE OF TEXAS §

COUNTY OF Travis §

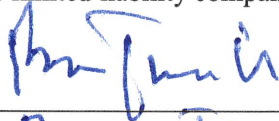
This instrument was acknowledged before me on September 16, 2024, by  
Paul Terrill on behalf of said company listed above.



Kelly Christine Garcia  
Notary Public, State of Texas

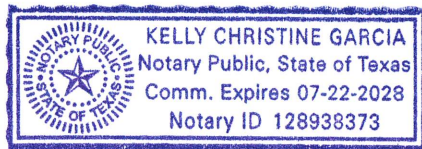


**NORTHPARK 289 DE, LLC,**  
a Delaware limited liability company

By:   
Name: PAUL TERRILL  
Title: MANAGER

STATE OF Texas §  
COUNTY OF Travis §

This instrument was acknowledged before me on September 16, 2024, by Paul Terrill on behalf of said company listed above.



Kelly Christine Garcia  
Notary Public, State of Texas



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE LAND**





**DESCRIPTION FOR A TIF DELINEATION REQUEST IN  
SECTION 1, BLOCK JS, E.L. AND R.R. RR. CO. SURVEY, ABSTRACT NO. 281 AND  
SECTION 22, BLOCK A, T.T. RR. CO. SURVEY, ABSTRACT NO'S. 1543 AND 1544,  
LUBBOCK COUNTY, TEXAS**

*(Sheets 2-4 of 4, Exhibit attached as Sheet 1)*

Description of a tract of land prepared for TIF Delineation purposes only and being located in Section 1, Block JS, E.L. and R.R. RR. Co. Survey, Abstract No. 281, Lubbock County, Texas and in Section 22, Block A, T.T. RR. Co. Survey, Abstract No. 1543 and 1544, Lubbock County, Texas, said tract being approximately 332.8 acres being further described by metes and bounds as follows:

**BEGINNING** at a point that bears S. 88° 06' 33" E. approximately 2,032.8 feet and S. 01° 49' 18" W. approximately 55.0 feet from the northwest corner of said Section 1;

**THENCE** S. 88° 06' 33" E. an approximate distance of 1525.09 feet to a point for a corner of this tract;

**THENCE** S. 83° 58' 14" E. an approximate distance of 200.23 feet to a point for a corner of this tract;

**THENCE** S. 88° 01' 40" E. an approximate distance of 216.46 feet to a point for a corner of this tract;

**THENCE** N. 88° 10' 43" E. an approximate distance of 195.17 feet to a point for a corner of this tract;

**THENCE** S. 88° 19' 33" E. an approximate distance of 765.26 feet to a point for a corner of this tract;

**THENCE** S. 01° 54' 10" W. an approximate distance of 1148.28 feet to a point for a corner of this tract;

**THENCE** southerly along a curve to the left an approximate arc distance of 342.32 feet, said curve having a radius of approximately 530.13 feet, a delta angle of 36° 59' 49", an approximate chord length of 336.40 feet and a chord bearing of S. 16° 36' 02" E. to a point for a corner of this tract;

**THENCE** S. 35° 05' 56" E. an approximate distance of 922.99 feet to a point for a corner of this tract;

**THENCE** S. 54° 48' 37" W. an approximate distance of 2007.10 feet to a point for a corner of this tract;

**THENCE** S. 58° 41' 28" W. an approximate distance of 166.77 feet to a point for a corner of this tract;

**THENCE** S. 54° 50' 34" W. an approximate distance of 82.80 feet to a point for a corner of this tract;

**THENCE** S. 52° 47' 46" W. an approximate distance of 242.42 feet to a point for a corner of this tract;





**THENCE** S.  $54^{\circ} 53' 22''$  W. an approximate distance of 1847.19 feet to a point for a corner of this tract;

**THENCE** S.  $60^{\circ} 40' 52''$  W. an approximate distance of 628.30 feet to a point for a corner of this tract;

**THENCE** westerly along a curve to the right an approximate arc distance of 110.00 feet, said curve having a radius of approximately 215.00 feet, a delta angle of  $29^{\circ} 18' 46''$ , an approximate chord length of 108.80 feet and a chord bearing of S.  $77^{\circ} 11' 31''$  W. to a point for a corner of this tract;

**THENCE** N.  $88^{\circ} 09' 06''$  W. an approximate distance of 68.70 feet to a point for a corner of this tract;

**THENCE** N.  $01^{\circ} 50' 54''$  E. an approximate distance of 554.96 feet to a point for a corner of this tract;

**THENCE** S.  $88^{\circ} 08' 53''$  E. an approximate distance of 30.65 feet to a point for a corner of this tract;

**THENCE** N.  $01^{\circ} 51' 10''$  E. an approximate distance of 1979.61 feet to a point for a corner of this tract;

**THENCE** N.  $32^{\circ} 14' 56''$  W. an approximate distance of 110.85 feet to a point for a corner of this tract;

**THENCE** N.  $01^{\circ} 50' 54''$  E. an approximate distance of 545.96 feet to a point for a corner of this tract;

**THENCE** N.  $88^{\circ} 09' 15''$  W. an approximate distance of 462.53 feet to a point for a corner of this tract;

**THENCE** S.  $01^{\circ} 36' 44''$  W. an approximate distance of 560.76 feet to a point for a corner of this tract;

**THENCE** N.  $88^{\circ} 08' 15''$  W. an approximate distance of 933.45 feet to a point for a corner of this tract;

**THENCE** westerly along a curve to the left an approximate arc distance of 248.53 feet, said curve having a radius of approximately 314.97 feet, a delta angle of  $45^{\circ} 12' 37''$ , an approximate chord length of 242.14 feet and a chord bearing of S.  $69^{\circ} 28' 22''$  W. to a point for a corner of this tract;

**THENCE** S.  $46^{\circ} 52' 03''$  W. an approximate distance of 68.00 feet to a point for a corner of this tract;

**THENCE** N.  $43^{\circ} 26' 15''$  W. an approximate distance of 154.07 feet to a point for a corner of this tract;

**THENCE** N.  $88^{\circ} 07' 43''$  W. an approximate distance of 123.11 feet to a point for a corner of this tract;





**THENCE** N.  $01^{\circ} 56' 49''$  E. an approximate distance of 889.40 feet to a point for a corner of this tract;

**THENCE** S.  $88^{\circ} 06' 32''$  E. an approximate distance of 1881.74 feet to a point for a corner of this tract;

**THENCE** S.  $01^{\circ} 50' 53''$  W. an approximate distance of 30.00 feet to a point for a corner of this tract;

**THENCE** S.  $88^{\circ} 07' 03''$  E. an approximate distance of 1524.60 feet to a point for a corner of this tract;

**THENCE** easterly along a curve to the right an approximate arc distance of 178.07 feet, said curve having a radius of approximately 481.94 feet, a delta angle of  $21^{\circ} 10' 12''$ , an approximate chord length of 177.06 feet and a chord bearing of S.  $77^{\circ} 15' 02''$  E. to a point for a corner of this tract;

**THENCE** S.  $66^{\circ} 23' 35''$  E. an approximate distance of 154.54 feet to a point for a corner of this tract;

**THENCE** northeasterly along a curve to the right an approximate arc distance of 379.38 feet, said curve having a radius of approximately 1635.03 feet, a delta angle of  $13^{\circ} 17' 41''$ , an approximate chord length of 378.53 feet and a chord bearing of N.  $29^{\circ} 25' 26''$  E. to a point for a corner of this tract;

**THENCE** N.  $53^{\circ} 54' 45''$  W. an approximate distance of 336.23 feet to a point for a corner of this tract;

**THENCE** N.  $01^{\circ} 47' 48''$  E. an approximate distance of 370.53 feet to a point for a corner of this tract;

**THENCE** N.  $88^{\circ} 06' 28''$  W. an approximate distance of 1066.68 feet to a point for a corner of this tract;

**THENCE** N.  $01^{\circ} 37' 35''$  E. an approximate distance of 930.12 feet to a point for a corner of this tract;

This description was prepared for purposes of a TIF Delineation request and does not represent a survey made upon the ground.

Prepared for: North Park Development, Inc.  
August 23, 2024

230621- North Park TIF Parcel-Desc