City of Lubbock, Texas Regular City Council Meeting October 22, 2024

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



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

http://www.mylubbock.us

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

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

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

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.

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

3:00 p.m. - City Council convenes in City Council Chambers and immediately recesses into Executive Session.

1. Executive Session

- 1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
- 1. 1. 1. Central Business District
- 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. Uptown West, Tract A
- 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 Planning & Zoning Commission.
- 1. 4. 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.
- 1. 4. 1. Central Business District

Adjourn from Executive Session

Immediately following Executive Session, the 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 3:00 p.m. on October 22, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.
- 4. Minutes

4. 1. September 24, 2024 Regular City Council Meeting September 26, 2024 Special City Council Meeting - Joint Planning and Zoning Commission Meeting

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

- 5.1. **Budget Ordinance Amendment 1st Reading Finance:** Consider Budget Ordinance Amendment 1, amending the FY 2024-25 Budget for municipal purposes respecting the Grant Fund, regarding Public Health Services, providing for filing; and providing for a savings clause.
- 5. 2. **Resolution Finance:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement between the City of Lubbock and the Lubbock Central Appraisal District, for the collection of assessments levied on property within the Cypress Ranch Public Improvement District.
- 5. 3. Ordinance 2nd Reading Right-of-Way: Consider Ordinance No. 2024-O0134, abandoning and closing portions of a private utility easement located in Section 6, Block E-2, Lubbock County, Texas, in the Ranchland Terrace Subdivision, at the northeast corner of 40th Street and Chicago Avenue.
- 5. 4. **Resolution Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Pipeline Easement Agreement, and all related documents, by and between the City of Lubbock and Atmos Energy Corporation, for an existing natural gas pipeline on Tract 1, north of Municipal Drive and east of I-17, Tract 2, south of Municipal Drive, between I-27 and Cesar Chavez Drive, Tract 3, north of Marsh Sharp Freeway and east of I-27, Tract 4, north of 19th Street and east of Southeast Drive, Tract 6, north of 82nd Street, between Guava Avenue and Olive Avenue.
- 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 Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcel 30), south of 82nd Street and west of Martin Luther King (MLK), Jr. Boulevard, to be utilized for the 82nd Street and MLK Jr. Boulevard 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, two (2) Street, Public Use, and Right-of-Way Deeds, and all related documents, in connection with certain real property located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcels 16 and 17), at 82nd Street and Avenue D and 82nd Street and Avenue F, to be utilized for the 82nd Street and Martin Luther King, Jr. Boulevard Project, which is a portion of the 2022

Street Bond Project.

- 5. 7. **Resolution Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Tract A of Nelson Electric Addition to the City of Lubbock, Lubbock County, Texas (Parcel 34), east of the Martin Luther King (MLK), Jr. Boulevard between 74th Street and 76th Street, to be utilized for the 82nd Street and MLK, Jr. Boulevard Project, which is a portion of the 2022 Street Bond Project.
- 5. 8. **Resolution Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Lot 2, Block 16, of the Trigg Heights Addition to the City of Lubbock, Lubbock County, Texas (Parcel 9), north of 82nd Street between King Avenue and Ivory Avenue, to be utilized for the 82nd Street and Martin Luther King, Jr. Boulevard Project, which is a portion of the 2022 Street Bond Project.
- 5. 9. **Resolution Right-of-Way:** Consider a resolution rejecting any and all bids received for the purchase of Tract B of Fire Station #1, pursuant to Invitation to Bid (ITB)-24-18043-MA, and orders that no contract be entered into pursuant to said ITB.
- 5. 10. **Resolution Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Sewer Line Easement Deed, and all related documents, in connection with certain real property located in Section 19, Block AK, Lubbock County, Texas, on the west side of Milwaukee Avenue, south of 114th Street.
- 5. 11. **Resolution Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Drainage Easement Deed, and all related documents, in connection with certain real property located in Tract "A-1-A" of Abbey Commercial Addition to the City of Lubbock, Lubbock County, Texas, on the west side of Slide Road, between 109th Street and 111th Street.
- 5. 12. **Resolution Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract No. 17752, with Parkhill, Inc., for engineering services for the Southeast Water Reclamation Plant 4 - Primary Clarifier Rehabilitation.
- 5. 13. **Resolution Engineering:** Consider a resolution authorizing the Mayor to approve the Annual Progress Report on the Floodplain Management Plan, and updates to the Mitigation Actions listed in the Lubbock County Multi-Jurisdictional Hazard Mitigation Plan.

- 5. 14. **Ordinance 2nd Reading Planning:** Consider Ordinance No. 2024-O0137, accepting the City of Lubbock Planning and Zoning Commission's final report of October 3, 2024, to the Lubbock City Council, on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for adoption, limited to the following:
 - 1. Section 39.03.015.e Ground cover Requirements

2. Table 39.03.016-2 – Bufferyard Classifications and Division 3.4 Trees, Landscaping, and Buffering

- 3. Table 39.03.015-1 Landscape Points System
- 4. Section 39.10.002 Definitions
- 5. Table 39.03.015-1 Landscape Points System
- 6. Section 39.03.019.a.6.B Installation & Maintenance
- 7. Section 39.10.002 Definitions
- 8. Appendix A Plant List and Chapter 39 Unified Development Code
- 9. Section 39.03.019.a.2 Installation and Maintenance
- 10. Section 39.03.016.e.1 Bufferyard Standards

11. Section 39.03.014.b General Provisions and Table 39.03.014-1 Required Landscaping Types Summary

- 12. Table 39.03.015-1 Landscape Points System
- 13. Table 39.03.015-1 Landscape Points System
- 14. Section 39.03.016.e.3.B Parking Bufferyard Standards
- 15. Section 39.03.019.e.6 Installation and Maintenance
- 16. Table 39.03.014-1 Required Landscaping Types Summary
- 17. Table 39.03.015-1 Landscape Points System
- 18. Table 39.03.015-1 Landscape Points System Other
- 19. Section 39.03.016.e.4 Street Bufferyard
- 20. Table 39.03.016-3 Street Bufferyard Requirements
- 21. Section 39.03.016.e.3.A Parking Bufferyard Standards
- 22. Section 39.03.016.e.3.B.i Parking Bufferyard Standards Composition
- 23. Section 39.03.019.d.6 Installation and Maintenance
- 24. Section 39.03.015 Development Landscaping
- 25. Section 39.03.015 Development Landscaping
- 26. Figure 39.03.015-2 Illustrative Parking Lot Planting Requirements
- 27. Section 39.03.016.d.1 Composition of Bufferyards

28. Table 39.03.016-1 – District Bufferyard Standards

- 5. 15. **Resolution Planning:** Consider a resolution approving the Rules of Procedure for the Zoning Board of Adjustment, as required by Section 211.008(e) of the Texas Local Government Code.
- 5. 16. Ordinance 2nd Reading Public Works Water Utilities: Consider Ordinance No. 2024-O0138, amending Section 22.03.083 of the City of Lubbock Code of Ordinances, regarding deposit requirements and related exceptions for utility service.
- 5. 17. **Resolution Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute the Sixth Amendment to the Raw Water Lease, between the City of Lubbock and the Lake Alan Henry Water District.

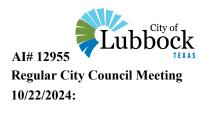
- 5. 18. Resolution Public Health Services: Consider a resolution authorizing the Mayor to execute Department of State Health Service Grant Agreement Contract No. HHS001326300014, and all related documents, by and between the City of Lubbock and the State of Texas Department of State Health Services, under the HIV Prevention Services Grant Program.
- 5. 19. **Resolution Public Health Services:** Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, to participate in an inter-agency collaborative effort and serve as an essential link for medication-assisted treatment services within the community.
- 5. 20. **Resolution Public Health Services:** Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, related to Outreach, Screening, Assessment, and Referral, to participate in an inter-agency collaborative effort and serve as an essential link between prevention, intervention, and treatment services within the community.
- 5. 21. **Resolution Public Health Services:** Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, related to Substance Use Disorder Treatment for Adults.
- 5. 22. **Resolution Public Health Services:** Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, related to Substance Use Disorder Treatment for Youth.
- 5. 23. **Resolution Human Resources Health Benefits:** Consider a resolution authorizing the City Manager, for and on behalf of the City of Lubbock, to purchase and renew a reduced premium for specific stop loss insurance coverage, renegotiated increased prescription rebates, and an administration credit from BlueCrossBlueShield of Texas, to reduce health benefit costs while maintaining essential services.
- 5. 24. **Resolution Business Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Memorandum of Understanding, Contract No. 17603, between the Central Business District Tax Increment Financing Zone and HTG Lubbock, LLC, for utility and storm water infrastructure construction and relocation, for the Inn Town Lofts Project at 1202 Main Street in Downtown, Lubbock, Texas.

- 5. 25. **Resolution Business Development:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between the Central Business District Tax Increment Financing Zone Advisory Board and SIMFLO, LLC, for funding a portion of overhead utility relocation at 619 Broadway and adjacent properties in Downtown, Lubbock, Texas.
- 5. 26. **Resolution Police Department:** Consider a resolution authorizing the Mayor to execute Purchase Order 10027892, with Flock Group, Inc., for equipment and software to enable the Police Department to identify and track vehicles affiliated with acts of violence and/or criminal acts.

6. **Regular Agenda**

- 6. 1. **Board Appointments City Secretary:** Consider appointments to the Planning & Zoning Commission.
- 6. 2. **Public Hearing Business Development:** Hold a public hearing to consider the creation of a Public Improvement District for Highland Oaks, 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.
- 6. 3. Public Hearing Planning (District 1): Consider a request for Zone Case 3508, a request of 1585 & Frankford/Discount RV, for a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI), at 12109 Frankford Avenue, located north of 122nd Street and east of Frankford Avenue, Abbe Addition, Lot 1, and consider an ordinance.
- 6. 4. Public Hearing Planning (District 1): Consider a request for Zone Case 3487, a request of DLC Designs, LLC for Children's Home of Lubbock, for a zone change from Low Density Single-Family District (SF-2) to Residential Estates District (RE), at 4602 Idalou Road, located north of East Erskine Street and east of Idalou Road, on 170.98 acres of unplatted land out of Block A, Section 25, and consider an ordinance.
- 6. 5. Public Hearing Planning (District 2): Consider a request for Zone Case 2565-H, a request of Indira and Vipul Patel, for a zone change from Heavy Commercial District (HC) to Medium Density Residential District (MDR), at 5930 Avenue Q South Drive and 5903 Avenue L, located east of Avenue L and south of 58th Street, Carlton Heights Addition, Block A and approximately 8.16 acres of unplatted land out of Block E, Section 2, and consider an ordinance.

- 6. 6. Public Hearing Planning (District 4): Consider a request for Zone Case 1542-V, a request of Lubbock Smoke Shop, LLC for Lubbock Commercial Buildings, Inc., for a zone change from Neighborhood Commercial District (NC) to Neighborhood Commercial District (NC) Specific Use for a smoke shop, at 7310 Quaker Avenue located west of Quaker Avenue and north of 74th Street, Furr Wolf Addition, Block 2, Lot 2-A-1-B, and consider an ordinance.
- 6. 7. Public Hearing Planning (District 5): Consider a request for Zone Case 2651-B, a request of Westar Commercial Realty for SPSM, LTD, for a zone change from Industrial Park District (IP) to Heavy Commercial District (HC), at 5044 Frankford Avenue, located west of Frankford Avenue and north of 57th Street, Frankford Business Park Addition, Lot 6-B, and consider an ordinance.



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 Planning & Zoning Commission.

Item Summary

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 Planning & Zoning Commission.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

September 24, 2024 Regular City Council Meeting September 26, 2024 Special City Council Meeting - Joint Planning and Zoning Commission Meeting

Item Summary

September 24, 2024 Regular City Council Meeting September 26, 2024 Special City Council Meeting - Joint Planning and Zoning Commission Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

9.24.2024 9.26.2024 S Joint P&Z Meeting

CITY OF LUBBOCK REGULAR CITY COUNCIL MEETING September 24, 2024 11:00 A. M.

The City Council of the City of Lubbock, Texas met in regular session on the 24th of September, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:00 A.M. CITY COUNCIL CONVENED City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

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

- Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.27; and 6.1-6.8.
- Item No. 6.3 was deleted.

1. Executive Session

The meeting recessed at 11:01 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:07 p.m., and the meeting was called to order at 2:12 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. 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
- 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.

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

City Council reconvened at 2:07 p.m.

- 2. Ceremonial Items
- **2.1.** Invocation

Deacon Jose Rubio, Our Lady of Guadalupe Catholic Church, led the invocation.

2. 2. Pledges of Allegiance

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

Regular City Council Meeting September 24, 2024

Call to Order

The meeting was called to order at 2:12 p.m.

3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on September 24, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

• Tim Goebel, secretary of Highland Oaks Homeowners Association, appeared before City Council to speak in favor of item 6.7 (a resolution finding that the Highland Oaks PID meets requirements; accepting the Highland Oaks PID petition; and calling a public hearing for the formation of a PID).

4. Minutes

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve the August 27, 2024 Regular City Council Meeting minutes and the September 3, 2024 Special City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Brayden Rose, seconded by Council Member Dr. Jennifer Wilson, to approve items 5.1-5.27.

Vote: 7 - 0 Motion carried

- 5.1. Resolution Right-of-Way: Resolution No. 2024-R0426 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:** Resolution No. 2024-R0427 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:** Resolution No. 2024-R0428 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: Resolution No. 2024-R0429 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: Resolution No. 2024-R0430 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: Resolution No. 2024-R0431 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:** Resolution No. 2024-R0432 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:** Resolution No. 2024-R0433 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:** Resolution No. 2024-R0434 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:

Ordinance No. 2024-O0130, 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:** Resolution No. 2024-R0435 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:** Resolution No. 2024-R0436 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:** Resolution No.'s 2024-R0437 and 2024-R0438 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:** Resolution No. 2024-R0439 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: Resolution No. 2024-R0440 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:** Resolution No. 2024-R0441 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:** Resolution No. 2024-R0442 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:** Resolution No. 2024-R0443 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: Resolution No. 2024-R0444 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:** Resolution No. 2024-R0445 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:** Resolution No. 2024-R0446 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:** Resolution No. 2024-R0447 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:** Resolution No. 2024-R0448 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:** Resolution No. 2024-R0449 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:** Resolution No. 2024-R0450 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**: Resolution No. 2024-R0451 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:** Resolution No. 2024-R0452 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:** Resolution No. 2024-R0453 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: Resolution No. 2024-R0454 to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District.

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Brayden Rose, to approve Resolution No. 2024-R0454, nominating Sonny Garza, Greg Jones, Bobby McQueen, Brady Goen, and Noe Reynolds as candidates for positions on the Lubbock Central Appraisal District Board of Directors.

Vote: 7 - 0 Motion carried

6.2. Resolution - Finance: Resolution No. 2024-R0455 amending the Gateway Street Projects Fund to define the scope of revenues from franchise fees to be included in the Fund.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0455.

Vote: 7 - 0 Motion carried

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.

This item was deleted (withdrawn by the applicant).

6. 4. Public Hearing - Planning (District 4): Ordinance No. 2024-O0131, 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.

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

Mayor McBrayer opened the public hearing at 2:22 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 2:23 p.m.

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Ordinance No. 2024-00131.

Vote: 7 - 0 Motion carried

6. 5. Public Hearing - Planning (District 4): Ordinance No. 2024-O0132, 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.

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

Mayor McBrayer opened the public hearing at 2:22 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 2:23 p.m.

Motion by Council Member Brayden Rose, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Ordinance No. 2024-00132.

Vote: 7 - 0 Motion carried

6. 6. Ordinance 1st Reading - Wastewater Utility: Ordinance No. 2024-O0133 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.

Wood Franklin, division director of public works, gave a presentation and answered questions from City Council. Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Ordinance No. 2024-O0133.

Vote: 6 - 1 Motion carried

NAY: Council Member David Glasheen

6.7. Resolution - Business Development: Resolution No. 2024-R0456 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.

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

Motion by Council Member Brayden Rose, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2024-R0456.

Vote: 7 - 0 Motion carried

6.8. Resolution - Business Development: Resolution No. 2024-R0457 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.

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2024-R0457.

Vote: 6 - 0 Motion carried

Other: Council Member David Glasheen (RECUSE)

2:47 P.M. CITY COUNCIL ADJOURNED

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

The September 24, 2024 Regular City Council Meeting minutes were approved by the City Council on the 22nd day of October, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

CITY OF LUBBOCK SPECIAL CITY COUNCIL MEETING September 26, 2024 6:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 26th of September, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 6:00 p.m.

6:01 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 Brayden Rose; City Manager W. Jarrett Atkinson; City Attorney Matt Wade; Deputy City Secretary Jimmy Maynard
- Absent: Council Member Gordon Harris; Council Member Dr. Jennifer Wilson

Note: This was a joint meeting with the Planning and Zoning Commission. Members of the Commission, in attendance, were: Chair James Bell, Vice Chair Brandon Hardaway, Tanner Noble, Susan Tomlinson, and Terri Morris.

- *Note: City Council addressed agenda items in the following order: 1-1.3*
- 1. Call to Order Welcome and Introductions

The meeting was called to order at 6:01 p.m.

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

1.1. Introductory remarks and Presentation by the City of Lubbock Planning Staff on the proposed Amendments to the Unified Development Code.

Kristen Sager, director of planning, gave a presentation on the proposed Amendments to the Unified Development Code and answered questions from City Council. Matt Wade, city attorney, gave comments and answered questions.

 Hold a Joint Planning and Zoning Commission Meeting and Public Hearing with the City Council to discuss and take action to amend the Unified Development Code (Ordinance No. 2023-O0054) including but not limited to proposed amendments to Division 3.4, related to Trees, Landscaping, and Buffering, including, but not limited to, Section 39.03.014.b regarding General Provisions, Table 39.03.014-1 regarding Required Landscape Types, Sections 39.03.015 and 39.03.015.e regarding Development Landscaping and Groundcover Requirements, Tables 39.03.015-1&2 regarding Landscape Point System and Parking Lot Planting Requirements, Sections 39.03.016.d.1, 39.03.016.e.1, 39.03.016.e.3.A, 39.03.016.e.3.B.i, 39.03.016.e.4&6, and Tables 39.03.016-1 through 39.03.016-3 regarding Bufferyard Landscaping, Sections 39.03.019.a.2, 39.03.019.a.6.B, and 39.03.019.d.6 regarding Installation and Maintenance, Appendix A related to Plant List, Division 2.2, Tables 39.02.004.a-4, 39.02.004.b-4, 39.02.004.c-4, 39.02.004.d-4, 39.02.004.e-4, 39.02.006.a-4, 39.02.006.b-4, 39.02.006.c-4, 39.02.006.d-4, 39.02.006.e-4, 39.02.006.f-4, and 39.02.006.g-4 related to Zoning Districts and Standards, specifically Required Landscaping Types Summary, and Section 39.10.002, related to Definitions.

Mayor McBrayer opened the public hearing at 6:10 p.m.

Terry Holeman, with Hugo Reed and Associates and the Developers Council of the West Texas Home Builders Association; and Alex Scarborough, with Tom's Tree Place and Lubbock Alliance of Landscape Architects, appeared before City Council to speak in favor.

Zyanya Ramirez; and Dora Cortez, with North and East Lubbock Coalition, appeared before City Council to speak on this item.

Dustin Wright, with New West Workshop, appeared before City Council to speak in favor of all proposed Amendments, except proposed Amendments 9, 17, and 23, in which he spoke in opposition of.

Mayor McBrayer closed the public hearing at 6:40 p.m.

During the public hearing, the following individuals gave comments and answered questions from City Council: Kristen Sager, director of planning; Zyanya Ramirez; Alex Scarborough, with Tom's Tree Place and Lubbock Alliance of Landscape Architects; and Dustin Wright, with New West Workshop.

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

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

6:42 P.M. CITY COUNCIL ADJOURNED

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

The September 26, 2024 Special City Council Meeting minutes were approved by the City Council on the 22nd day of October, 2024.

MARK W. McBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 1, amending the FY 2024-25 Budget for municipal purposes respecting the Grant Fund, regarding Public Health Services, providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate \$345,283 from the Texas Department of State Health Services (DSHS) for the Human Immunodeficiency Virus (HIV) Prevention Services Grant.

This grant is to support HIV prevention staff, testing supplies, advertising, and promotion. This funding expands access to HIV treatment and prevention services in a clinical setting, as well as increases our capacity to provide sexually transmitted infection (STI) services, through the creation of an express clinic model. This grant provides funding for one Pre-Exposure Prophylaxis (PrEP) Navigator, one Nurse, and one Health Promotion Worker, to prevent layoffs and maintain the total number of full-time employees at 52.

Fiscal Impact

The funding of \$345,283 is for the HIV Prevention Services Grant.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Budget Amendment 1

ORDINANCE NO.

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2024-25 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2024-25 (Budget Amendment #1) for municipal purposes, as follows:

I. Accept and appropriate \$345,283 from the Texas Department of State Health Services (DSHS) for the HIV Prevention Services Grant.

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on_____

Passed by the City Council on second reading on_____

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz City Secretary

APPROVED AS TO CONTENT:

Charl Broch

Cheryl Brock Interim Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims

Deputy City Attorney

ccdocs/BudgetFY24-25.Amend1.ord October 9, 2024



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement between the City of Lubbock and the Lubbock Central Appraisal District, for the collection of assessments levied on property within the Cypress Ranch Public Improvement District.

Item Summary

This agreement is between the City of Lubbock and the Lubbock Central Appraisal District (LCAD). It will allow LCAD to collect the assessments levied by the City Council on property in the Cypress Ranch Public Improvement District.

Fiscal Impact

The cost of the collection services will be an amount equal to the cost per parcel for all other cities and independent school districts, as calculated in the Agreement for Assessment and Collection of Taxes, between the City of Lubbock and LCAD, or one quarter (1/4) of one percent (1%), of the annual collection budget of the Appraisal District, whichever is greater.

Staff/Board Recommending

Cheryl Brock, Interim Chief Financial Officer

Attachments

Resolution LCAD Interlocal Agreement Exhibit A Exhibit B LCAD Board Resolution

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Agreement for the Collection of Assessments Levied on Property within the Cypress Ranch Public Improvement District, by and between the City of Lubbock and Lubbock Central Appraisal District of Lubbock, Texas, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Charle E

Cheryl Brock, Interim Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Interlocal Agreement-LCAD, 2024 Cypress Ranch Public Improvement District 10.9.24

INTERLOCAL AGREEMENT FOR THE COLLECTION OF ASSESSMENTS LEVIED ON PROPERTY WITHIN THE CYPRESS RANCH PUBLIC IMPROVEMENT DISTRICT

This Interlocal Agreement for the Collection of Assessments Levied on Property Within the Cypress Ranch Public Improvement District (this "Agreement") is made by and between the City of Lubbock, Texas, a State of Texas Home Rule Municipal Corporation (the "City"), and the Lubbock Central Appraisal District, (the "LCAD") (each a "Party" and collectively the "Parties"), for the collection of assessments levied within the Cypress Ranch Public Improvement District of the City of Lubbock (the "PID") pursuant to the authority granted by, and in compliance with, the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the provisions of Chapter 372 of the Texas Local Government Code (the "Act").

RECITALS

WHEREAS, on December 5, 2023 the City Council of the City (the "Council") passed Resolution 2023-R0589 according to the Act, and designated the Council as the entity responsible for the management and provision of services to the PID, with such Resolution attached to this Agreement as "Exhibit A"; and

WHEREAS, on January 23, 2024, the Council passed Ordinance 2024-O0009, approving the Service Plan for the PID, with such Service Plan attached to this Agreement as "Exhibit B"; and

WHEREAS, the Council levied assessments for 2024 in accordance with the Service Plan; and

WHEREAS, the Act requires that the Council annually review the Service Plan, prepare and file a proposed assessment roll with the City Secretary, schedule a public hearing and receive public comment on the proposed assessments to be levied on the property within the PID, and levy assessments according to the Service Plan; and

WHEREAS, the Council desires to enter into a contract with LCAD to provide all the services necessary for the collection of assessments levied by the Council against the property within the PID and to deposit such assessments with the City for the benefit of the PID; and

WHEREAS, LCAD is able and willing to perform said assessment collection services and desires to enter into a contract with the City for the collection of assessments levied on property within the PID: and NOW THEREFORE, the Parties agree as follows:

AGREEMENT

ARTICLE I: RECITALS AND EXHIBITS MADE A PART OF AGREEMENT

The representations, covenants, and recitations set forth in the foregoing Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I. "Exhibits A and B" attached hereto are incorporated into this Agreement as if fully set forth herein.

ARTICLE II: RESPONSIBILITIES OF LCAD

- (a) LCAD, acting by and through its duly authorized officers, does hereby agree to perform all calculation and collection services on behalf of the PID pursuant to the Act and City Ordinance 2024-00009, and to forward said funds to the City for deposit into a fund designated for assessments levied on property within the PID (the "PID Fund").
- (b) LCAD agrees to identify the properties within the PID liable for assessment and to calculate the assessment due to the PID based on the City's 2024 net taxable value as determined by LCAD for each property designated to be assessed under Ordinance 2024-O0009.
- (c) LCAD will send assessment bills to each affected property owner within the PID prior to November 15, with such assessment bills due the following January 31. On or before March 1 of each year, and again prior to May 1, LCAD will calculate the amount of assessments collected from property owners within the PID, and such amount shall be forwarded to the City for deposit into the PID Fund.

ARTICLE III: RESPONSIBILITIES OF THE CITY

- (a) The City shall provide to LCAD the following documents: a certified copy of Ordinance 2024-O0009; a list of the properties within the PID, identified by legal description and appraisal district account number, designated for assessment under current and future assessment ordinances; and, the name and phone number of a designated City official to be included on the annual assessment bill for the purpose of answering questions concerning the assessment contemplated under this Agreement.
- (b) The PID, acting by and through its Board of Directors and the Council, does hereby agree to pay to LCAD as compensation for services rendered pursuant to this Agreement, for all parcels within the PID, an amount equal to the cost per parcel for all other cities and independent school districts as calculated in the AGREEMENT FOR ASSESSMENT AND COLLECTION OF TAXES between the City and LCAD or one quarter (¼) of one percent (1%) of the annual collection budget of LCAD, whichever is greater.
- (c) The compensation considered in Article III (b) shall be deducted by LCAD from the total annual PID assessment collected prior to the collected funds being forwarded to the City for deposit. Such deduction in the total annual amount of annual collected assessment shall include a notation of the amount deducted and all relative documentation.

ARTICLE IV: COLLECTION OF DELINQUENT ASSESSMENTS

LCAD may contract with any competent attorney to assist in the collection of delinquent assessments on behalf of the City acting for the PID. The attorney's compensation shall be set in the contract, but the total amount of compensation provided to the attorney may not exceed the amount authorized in Section 6.03 of the Texas Property Tax Code. Said compensation shall be a deduction in the total annual amount of annual collected assessment and shall include a notation

of the amount deducted and all relative documentation.

ARTICLE V: TERM

The term of this Agreement shall be for a period of one (1) year, from the date of execution of this Agreement (the "Term"). The Term may be extended through a writing signed by the Parties that incorporates identical provisions laid out in this Agreement (an "Extension").

ARTICLE VI: TERMINATION

- (a) This Agreement shall not be terminated for convenience by either Party during the Term or any Extension.
- (b) Upon the breach of any of the provisions contained in this Agreement, the non-breaching Party may terminate this Agreement after giving sixty (60) days written notice to the breaching Party.
- (c) In the event of early termination provided for in section (b) of this Article, LCAD shall immediately forward to the City any and all funds collected before termination in accordance with Articles II and IV of this agreement.

ARTICLE VII: NOTICE

Whenever notice of any kind is authorized or required to be made under this Agreement, such notice shall be given by United States registered or certified mail, postage prepaid, return receipt requested and addressed to the Parties as set out below, or to such other address as may hereafter be designated:

CYPRESS RANCH PUBLIC IMPROVEMENT DISTRICT CITY OF LUBBOCK ATT: DIRECTOR OF FINANCIAL PLANNING & ANALYSIS P.O. BOX 2000 1314 AVENUE K LUBBOCK, TEXAS 79457 LUBBOCK CENTRAL APPRAISAL DISTRICT CHIEF APPRAISER, LCAD P.O. BOX 10542 2109 AVENUE Q LUBBOCK, TEXAS 79408

ARTICLE VIII: AMENDMENTS

This Agreement constitutes and expresses the entire arrangement between the Parties and shall not be amended or modified except by written instruments signed by both Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereby execute this Agreement by their duly authorized representatives on ______, 2024.

FOR LCAD:

FOR CITY:

Greg Jones, Chairman, Board of Directors Noe Reynolds, Vice Chairman

FOR LCAD:

ATTEST:

Bobby McQueen, Secretary, Board of Directors

Courtney Paz, City Secretary

Mark W. McBrayer, Mayor

AS TO CONTENT:

rup Broch

Cheryl Brock, Interim Chief Financial Officer

AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Resolution No. 2023-R0589 Item No. 6.6 December 5, 2023

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE CYPRESS RANCH PUBLIC IMPROVEMENT DISTRICT

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

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

(i) acquisition, construction, or drainage facilities or improvements, the design, construction, and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and

(ii) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

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

WHEREAS, the Petition covers property within an area generally bounded by the Levelland Highway to the north, agricultural land to the east, railroad tracks to the south, and Inler Avenue to the west, with such property being the development known as Cypress Ranch, and a description and depiction of the property covered by the Petition is attached to and made a part of this Resolution as "Exhibit 2"; and

WHEREAS, notice of the public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the fifteenth (15th) day before the date of the public hearing, stating the time and place of the public hearing, the general nature of the services, the estimated cost of the services, the boundaries of the proposed public improvement district, the method of assessment, and the apportionment of cost between the public improvement district and the City; and WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the fifth (5th) day of December, 2023, at two (2:00) p.m., at Citizen's Tower, located at 1314 Avenue K, Lubbock, Texas; and

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

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

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

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

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

(a) That the public hearing on the advisability of authorizing the Cypress Ranch Public Improvement District has been properly called, held, and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the Cypress Ranch Public Improvement District; and

(b) That authorization of the Cypress Ranch Public Improvement District with boundaries depicted and described in "Exhibit 2" is advisable and will result in benefits to the City, its residents, and the property owners in the Cypress Ranch Public Improvement District for the general purpose of financing improvements and services related to:

(i) acquisition, construction, or drainage facilities or improvements, the design, construction, and maintenance of parks and green spaces, together with any ancillary structures, features or amenities such as

playgrounds, splash pads, pool(s), receptacles and any similar items located there in along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; and

(ii) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Cypress Ranch Public Improvement District through Fiscal Year 2027-28 is approximately one hundred eighty eight thousand dollars (\$188,000) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of fifteen cents (\$0.15) per one hundred dollars (\$100) of valuation of property within the Cypress Ranch Public Improvement District through Fiscal Year 2027-28, with such proposed assessment being described in "Exhibit 3"; and

(e) That as to the apportionment of the Costs between the Cypress Ranch Public Improvement District and the City, all the Costs will be paid by the Cypress Ranch Public Improvement District through assessments on the property within the boundaries of the Cypress Ranch Public Improvement District.

SECTION 3: THAT subject to Chapter 372 of the Texas Local Government Code, the City Council hereby authorizes a public improvement district over the area depicted and described in "Exhibit 2" and such public improvement district shall be identified as the Cypress Ranch Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT the City Council shall be the governing board for the Cypress Ranch Public Improvement District.

SECTION 5: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council this 5th day of December , 2023.

TRAY PAYNE, MAYOR

ATTEST: Courtney Paz, City Secretary

EXHIBIT A

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

EXHIBIT A

Resolution No. 2023-R0589



BETENBOUGH HOMES®

October 2, 2023

Brianna Brown Business Development Director City of Lubbock 1314 Avenue K Lubbock, TX 79401

RE: Cypress Ranch Public Improvement District

Dear Honorable Mayor and City Council,

Cypress Ranch PID is a residential development within the city limits of the City of Lubbock generally bounded to the North by the Levelland Highway, to the East by agriculture land, to the South by railroad tracks, and to the West by Inler Avenue. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Cypress Ranch.

In order to comply with the "Public Improvements District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements":

- Betenbough Homes has purchased/optioned almost 99.5854 acres. Betenbough Homes plans to invest \$500,000.00 in improvements for this central park and basin system, and basin system to the East before it would be deeded over to the City of Lubbock and the PID. We will be here to help keep the PID healthy and thriving. We have vested interest in making this PID healthy and selfsufficient.
- 2. This requirement is addressed in Section 5 of the accompanying Petition.
- 3. This requirement is addressed in Section 1 of the accompanying Petition.
- 4. This requirement is addressed in Section 5 of the accompanying Petition.

5. If there is sufficient support to petition to dissolve the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the City Manager or designee with funds available to the PID. Betenbough Homes will have been responsible for some maintenance before the park and basin system would be deeded over. With having supported some maintenance, we feel we will have an accurate representation of cost to propose for the service plan. So far, all of our proposed service plans, are reviewed by city staff, and approved by City Council.



6. This requirement has been met by the map and description of the area that is attached to this Petition.

7. Operation of the PID process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock. If a board is not established, then the operation of any PID actions will be managed by the City Manager or designee.

8. This requirement is generally addressed in Section 2 of the petition. Addressing this specific PID there will be a drainage basin that will function as drainage storage for the community. The PID will allow the basin to be well maintained.

9. Each parcel of City-owned land will be identified as a "Tract" at time of platting.

10. General description of proposed improvements is addressed in Section 2 of the Petition.

11. The estimated total cost of the improvements is approximately \$500,000.00 and will be paid and constructed by the developer. Betenbough Homes does not desire any reimbursement. The estimated cost of the maintenance is approximately \$50,000.00 per year and is to be paid for by the PID as soon as the funds are available. This is the estimated cost for the entirety of the "park system".

12. Addressing this requirement we have provided a service and assessment plan that is attached as part of this application.

13. Method of assessment will be based on the net taxable value of the affected properties and will be assessed at \$.15 per \$100.00 valuation.

Documentation of liability insurance will be provided as requested by the City of Lubbock.

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

16. This requirement is addressed in Section 5 of the accompanying Petition.

17. This requirement is met with the attached spreadsheet documenting the provided service and assessment plan.

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

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Chris Berry Land Development Manager Betenbough Homes

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS IN THE CYPRESS RANCH 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:

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

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

<u>Section 3.</u> <u>Estimated cost of the proposed public improvements and annual</u> <u>maintenance</u>: \$500,000 estimated for proposed public improvements as mentioned in section 2. Annual maintenance costs - \$50,000 for proposed improvements made by developer.

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

<u>Section 5.</u> <u>Method of assessment</u>. 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.

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

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

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

<u>Section 6.</u> <u>Apportionment of Cost between the City and the District</u>. 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.

<u>Section 7.</u> <u>Management of the District</u>. 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.

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

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

[Signature on following page]

PETITIONERS:

Betenbough Homes, LLC

Chris Berry, Land Planning Manager

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THE STATE OF TEXAS

COUNTY OF LUBBOCK



On this, the ______ day of ______ day, 2023, 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.

Notary Public Signature

EXHIBIT A

DESCRIPTION FOR A 99.584 ACRE TRACT LOCATED IN SECTION 41, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 185, LUBBOCK COUNTY, TEXAS

A 99.584 acre tract located in Section 41, Block AK, E.L. & R.R. RR. Co. Survey, Abstract No. 185, Lubbock County, Texas, being that certain tract of land conveyed to Betenbough Homes, LLC described in a General Warranty Deed and recorded in County Clerk's File Number (CCFN) 2022057736 of the Official Public Records of Lubbock County, Texas (OPRLCT), said 99.584 acre tract being further described by metes and bounds as follows:

1) **BEGINNING** at a point in the south line of that certain tract of land conveyed to James A. Foy, Jr. and wife, Ann Smith Foy as described in a Warranty Deed with Vender's Lien recorded in Volume 4973, Page 192 of the Real Property Records of Lubbock County, Texas, and the north line of that certain 34.101 acre tract of land conveyed to Don and Jason Sturgeon described as Tract 5 in a Special Warranty Deed recorded in CCFN 2014001469 of the OPRLCT, for the most western northwest corner of said 99.584 acre tract, having coordinates of Northing: 7,272,570.01 and Easting 900,236.37 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the calculated northwest corner of said Section 41, bears N. 88° 08' 54" W. a distance of 360.45 feet and N. 01° 51' 15" E. a distance of 2222.83 feet said section corner having coordinates of Northing: 7,274,802.80 and Easting: 899,948.09 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

2) THENCE S. 88° 08' 54" E., along the south line of said Foy Tract, a distance of 907.91 feet to a 1/2" iron rod with cap marked "PSC RPLS 6453", found at the southeast corner of said Foy Tract and an ell corner of said 99.584 acre tract;

3) **THENCE** N. 01° 53' 03" E., along the east line of said Foy Tract, a distance of 913.96 feet to a 1/2" iron rod, found at the southwest corner of that certain tract of land conveyed to Texas Green, a Limited Partnership as described in a Warranty Deed with Vendor's Lien recorded in Volume 1866, Page 515 of the Deed Records of Lubbock County, Texas, and the the most northern northwest corner of said 99.584 acre tract;

4) **THENCE** S. 88° 04' 18" E., along the south line of said Texas Green Tract, a distance of 1266.11 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC.", found in the west line of that certain tract of land conveyed to Szu Han Ho as described in a Warranty Deed with Vendor's Lien recorded in CCFN 2007018821, for the southeast corner of said Texas Green Tract and the northeast corner of said 99.584 acre tract;

5) **THENCE** S. 01° 55' 39" W., along the west line of said Ho Tract, a distance of 2726.73 feet to a 1" iron pipe, found in the north line of that certain tract of land conveyed to Lubbock and Western Railway L.L.C., as described in a Texas Special Warranty Deed recorded in CCFN 2015029381 of the OPRLCT, being the south common corner of said Ho tract and said 99.584 acre tract, having coordinates of Northing: 7,270,686.80 and Easting 902,347.04 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

6) **THENCE** N. 70° 17' 26" W. along the north line of said Lubbock and Western Railway Tact, a distance of 2280.94 feet to a 1/2" iron rod with cap marked "PSC RPLS 6453", found for the southeast corner of said Sturgeon Tract and the southwest corner of said 99.584 acre tract;

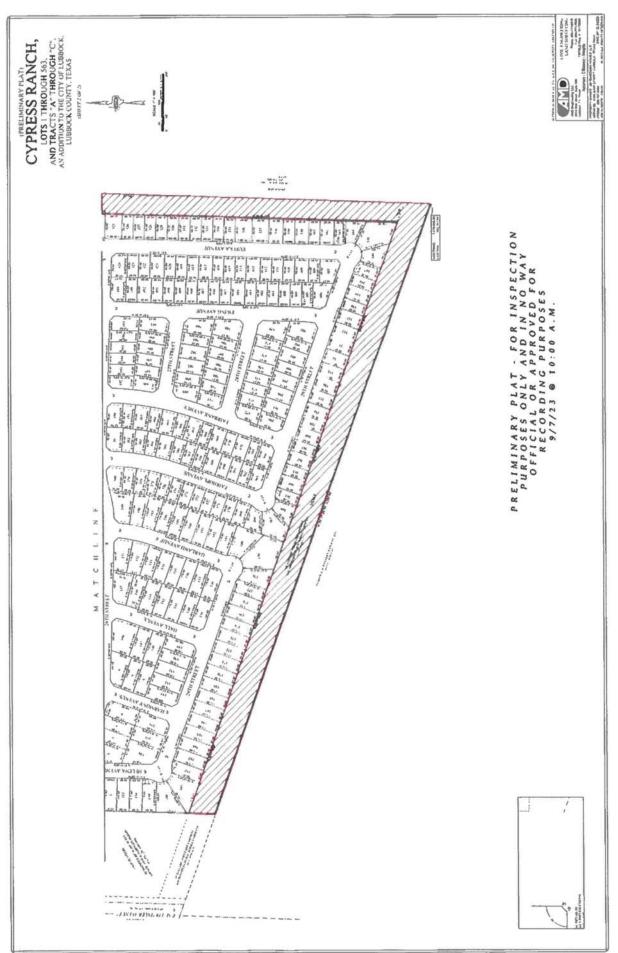
7) **THENCE** N. 01° 51' 26" E. a distance of 1115.00 feet to the **POINT OF BEGINNING.** Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as determined by a point of origin located at Northing: 7,277,349.71 and Easting: 902,664.753. The convergence angle to True North is (-)01°54'32.90" and a combined scale factor of 0.9997611. Distances are at surface, in U.S. Survey feet.

I, Landon Merritt, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed February 21, 2023

Landon Merritt Registered Professional Land Surveyor, State of Texas, Registration No. 6466 220340 – Cypress Ranch Metes and Bounds





Cypress Ranch Service Assessment Proposed Revenue/Expense Worksheet Pre

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DESCRIPTION FOR A 99.584 ACRE TRACT LOCATED IN SECTION 41, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 185, LUBBOCK COUNTY, TEXAS

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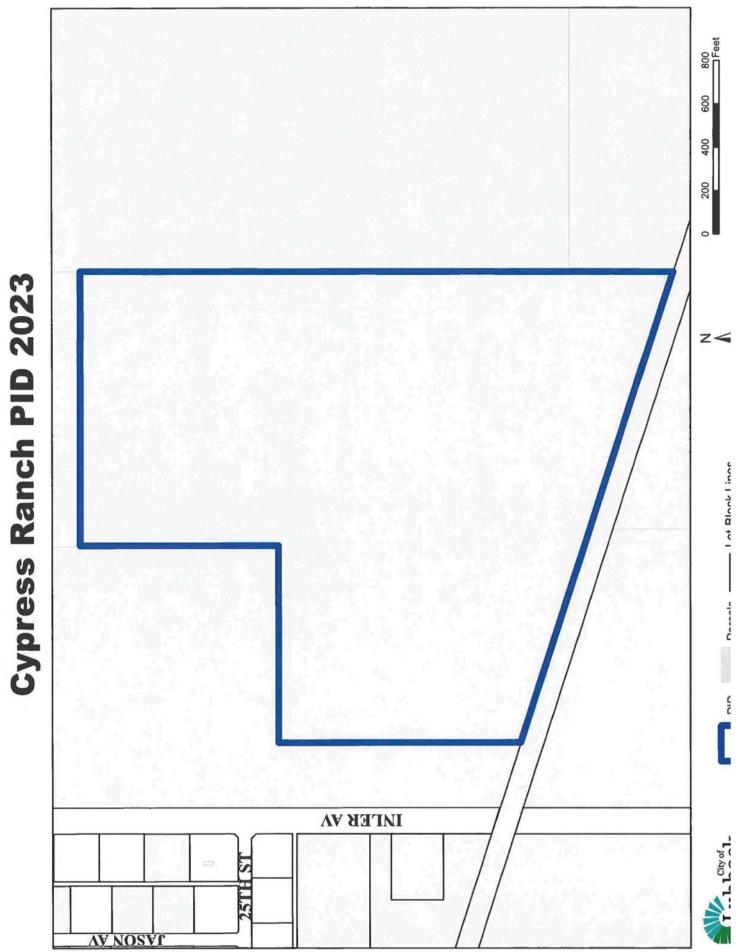
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I, Landon Merritt, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed February 21, 2023

Landon Merritt Registered Professional Land Surveyor, State of Texas, Registration No. 6466 220340 – Cypress Ranch Metes and Bounds



Cypress Ranch Public Improvement District

2024 SERVICE AND ASSESSMENT PLAN

December 5, 2023



City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

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City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

Plan Description and Defined Terms

A. Introduction

Chapter 372 of the Texas Local Government Code, Improvement Districts in Municipalities and Counties" (as amended, the "PID Act"), governs the creation of public improvement districts within the State of Texas. The City of Lubbock created the Cypress Ranch Public Improvement District (the "PID") to maintain the public improvements associated with the Cypress Ranch planned development and for the benefit of certain property in the PID, all of which is located within the City. (Capitalized terms used herein shall have the meanings ascribed to them in Section I.B of this Service and Assessment Plan.)

This Service and Assessment Plan has been prepared pursuant to Sections 372.013, 372.014, 372.015 and 372.016 of the PID Act. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is included in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act states that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act states that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Costs of the improvements to the property in the PID is included in Sections V and VI of this Service and Assessment Plan.

Section 372.016 of the PID Act states that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as *Exhibit C* of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Section V of this Service and Assessment Plan.

The City Council shall make all determinations necessary herein.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments levied hereby

City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

shall be binding upon the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns. The Assessments shall have lien priority as specified in the PID Act.

This Service and Assessment Plan provides for maintenance of improvements benefiting the entire area of the Cypress Ranch PID.

B. Definitions

The terms used herein shall have the following meanings.

"Annual Service Plan Amendment" has the meaning set forth in the first paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means, for any year, parcels within the PID.

"Assessment" means, with respect to each Parcel, the assessment imposed against such Parcel pursuant to the Assessment Ordinance and the provisions therein, as shown on the Assessment Roll, subject to reallocation among Parcels and reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means the Assessment Ordinance approved by the City Council approving and adopting this Service and Assessment Plan.

"Assessment Roll" means the document included in this Service and Assessment Plan as **Exhibit** C, as updated, modified, or amended annually in accordance with the procedures set forth herein and in the PID Act.

"City" means City of Lubbock, Texas.

"City Council" means the duly elected governing body of the City.

"Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the maintenance of the public improvements, operation, and other supplemental services, as described in **Exhibit B** of this Service and Assessment Plan.

"Developer" means Betenbough Homes, Inc.

"Legal Description" means the metes and bounds legal description of the PID area included as *Exhibit A* to the Service and Assessment Plan.

City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

"Improvement Project" means the maintenance of the public improvements that will provide a special benefit to the property in the PID and described in *Exhibit B* of this Service and Assessment Plan and Section 372.003 of the PID Act.

"Parcel" means a parcel identifed by either a tax map identification number assigned by the Lubbock County Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Lubbock County, Texas or identified by any other reasonable means determined by the City Council.

"PID" has the meaning set forth in the second paragraph of Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Map" means the map included as **Exhibit A** to the Service and Assessment Plan identifying the property included in the PID.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to Section 372.013, 372,014, 372.015, and 372.016 of the PID Act.

Section II Property Included in the PID

The PID is located in the City of Lubbock, Texas. A map of the property included in the PID and a legal description is shown on Exhibit A to this Service and Assessment Plan.

The 99.5854 acre development is expected to consist of approximately 563 residential units, parks and associated rights of way, landscaping, and infrastructure.

An explanation of the method of assessing property is included in Section V.

Section III Description of the Improvement Project

The general nature of the proposed public improvements is: (i) acquisition, contruction, of drainage facilities or improvements, (ii) the design, construction, and maintenance of Parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green

City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

spaces; landscaping, hardscape and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District.

The public improvements will be constructed by the Developer with no reimbursement from the PID. After analyzing the maintenance, operation, and other supplemental services related to the Public Improvements, the City has determined that the maintenance of the public improvements authorized by the PID Act, shown in Exhibit B, should be performed by the City and has further determined that these maintenance activities will be of special benefit to all the Assessed Property within the PID.

A. Maintenance of Public Improvements

The cost of the maintenance, operation and other supplemental services to be funded through assessments on Assessed Property is estimated at \$12,000 in the first year and increases to \$84,290 in the 5th year, with 3 percent annual growth thereafter. The budget for the maintenance, operation, and other supplemental services will be determined annually by the City and will be included in a Service Plan Amendment along with amendments to the Assessment Roll reflecting assessments (the "Maintenance Assessment") based on such budget for maintenance, operation and necessary supplemental services.

Section IV Service Plan/Sources and Uses of Funds

Section 372.013 of the PID Act requires this Service and Assessment Plan to "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The Developer plans to make improvements at a cost of \$500,000. The PID will not reimburse the Developer for those improvements. The PID will maintain the public improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for maintenance." Such annual update to this Service and Assessment Plan is herein referred to as the "Annual Service Plan Amendment." The Cypress Ranch PID will have no indebtedness and the PID assessments will fund the maintenance of the public improvements, operation, and other supplemental services. The table below shows estimated sources and uses of funds including the projected cost of maintaining the public improvements.

City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

Service Plan

		TOTAL STREET	Proje	ted	and the second second			
TAX YEAR	2023	2024	2025	2026	2027	2028		Totals
PROPERTY VALUES								(
Property Values* (Taxable Value)	180,173	180,173	8,933,776	35,362,452	71,069,701	101,016,095	10	1,016,095
Discounted Property Values - 90%	171,164	171,164	8,487,088	33,594,329	67,516,216	95,965,290	9	5,965,290
FISCAL YEAR REVENUES	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29		
Interest	-	-	(0)	26	138	1,163	\$	1,326
Assessment @ \$0.15		257	12,731	50,391	101,274	143,948		308,601
Total		257	12,731	50,417	101,412	145,111	\$	309,927
FISCAL YEAR EXPENSES	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29		Totals
Tract A	s -		-	10,000	10,300	10,609	\$	30,909
Tract B	-	-	-	20,000	20,600	21,218		61,818
Tract C	-	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	-		10,000	10,300		20,300
Entry Signs	-		-		1,000	1,030		2,030
Public Improvement Projects					-	10,000		10,000
Repairs	143		*	-	10,000	10,300		20,300
Electric Cost	14	-	-	-	2,500	2,575		5,075
Administrative Costs	-	5,000	5,000	10,000	10,300	10,609		40,909
Annual Operation Cost	+	7,000	7,000	7,210	7,426	7,649		36,285
Developer Reimbursement	-	(11,743)			×.	230		(11,743
Total	\$ -	257	12,000	47,210	72,126	84,290	\$	215,883
Cash Reserves	s -	(0)	730	3,937	33,223	94,044	\$	94,044

**Expense growth rate = 3% annually

The sources and uses of funds table is subject to revision each year.

Section V Assessment Plan

The PID was created and the assessment is being levied pursuant to Section 372.015 of the PID Act, "Determination of Assessment."

- A. Allocation of assessment
 - Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
 - Assessment will be \$0.15 per \$100 valuation
 - All property will be assessed based on the final 2024 "net taxable value".

City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

Section VI Terms of the Assessments

The annual assessment for each parcel within the PID shall be shown on the assessment roll. The amount of the assessment could change each year when the Service and Assessment Plan are adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative costs.

List of Exhibits

- Exhibit A PID Legal Description and Map
- Exhibit B Service Plan Five Year Plan
- Exhibit C Assessment Roll
- Exhibit D Notice of Obligations Related to Public Improvement Districts

EXTRIBIT A

DESCRIPTION FOR A 99.584 ACRE TRACT LOCATED IN SECTION 41, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 185, LUBBOCK COUNTY, TEXAS

A 99.584 acre tract located in Section 41, Block AK, E.L. & R.R. RR. Co. Survey, Abstract No. 185, Lubbock County, Texas, being that certain tract of land conveyed to Betenbough Homes, LLC described in a General Warranty Deed and recorded in County Clerk's File Number (CCFN) 2022057736 of the Official Public Records of Lubbock County, Texas (OPRLCT), said 99.584 acre tract being further described by metes and bounds as follows:

1) **BEGINNING** at a point in the south line of that certain tract of land conveyed to James A. Foy, Jr. and wife, Ann Smith Foy as described in a Warranty Deed with Vender's Lien recorded in Volume 4973, Page 192 of the Real Property Records of Lubbock County, Texas, and the north line of that certain 34.101 acre tract of land conveyed to Don and Jason Sturgeon described as Tract 5 in a Special Warranty Deed recorded in CCFN 2014001469 of the OPRLCT, for the most western northwest corner of said 99.584 acre tract, having coordinates of Northing: 7,272,570.01 and Easting 900,236.37 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the calculated northwest corner of said Section 41, bears N. 88° 08' 54" W. a distance of 360.45 feet and N. 01° 51' 15" E. a distance of 2222.83 feet said section corner having coordinates of Northing: 7,274,802.80 and Easting: 899,948.09 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

2) THENCE S. 88° 08' 54" E., along the south line of said Foy Tract, a distance of 907.91 feet to a 1/2" iron rod with cap marked "PSC RPLS 6453", found at the southeast corner of said Foy Tract and an ell corner of said 99.584 acre tract;

3) **THENCE** N. 01° 53' 03" E., along the east line of said Foy Tract, a distance of 913.96 feet to a 1/2" iron rod, found at the southwest corner of that certain tract of land conveyed to Texas Green, a Limited Partnership as described in a Warranty Deed with Vendor's Lien recorded in Volume 1866, Page 515 of the Deed Records of Lubbock County, Texas, and the the most northern northwest corner of said 99.584 acre tract;

4) **THENCE** S. 88° 04' 18" E., along the south line of said Texas Green Tract, a distance of 1266.11 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC.", found in the west line of that certain tract of land conveyed to Szu Han Ho as described in a Warranty Deed with Vendor's Lien recorded in CCFN 2007018821, for the southeast corner of said Texas Green Tract and the northeast corner of said 99.584 acre tract;

5) **THENCE** S. 01° 55' 39" W., along the west line of said Ho Tract, a distance of 2726.73 feet to a 1" iron pipe, found in the north line of that certain tract of land conveyed to Lubbock and Western Railway L.L.C., as described in a Texas Special Warranty Deed recorded in CCFN 2015029381 of the OPRLCT, being the south common corner of said Ho tract and said 99.584 acre tract, having coordinates of Northing: 7,270,686.80 and Easting 902,347.04 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

6) **THENCE** N. 70° 17' 26" W. along the north line of said Lubbock and Western Railway Tact, a distance of 2280.94 feet to a 1/2" iron rod with cap marked "PSC RPLS 6453", found for the southeast corner of said Sturgeon Tract and the southwest corner of said 99.584 acre tract;

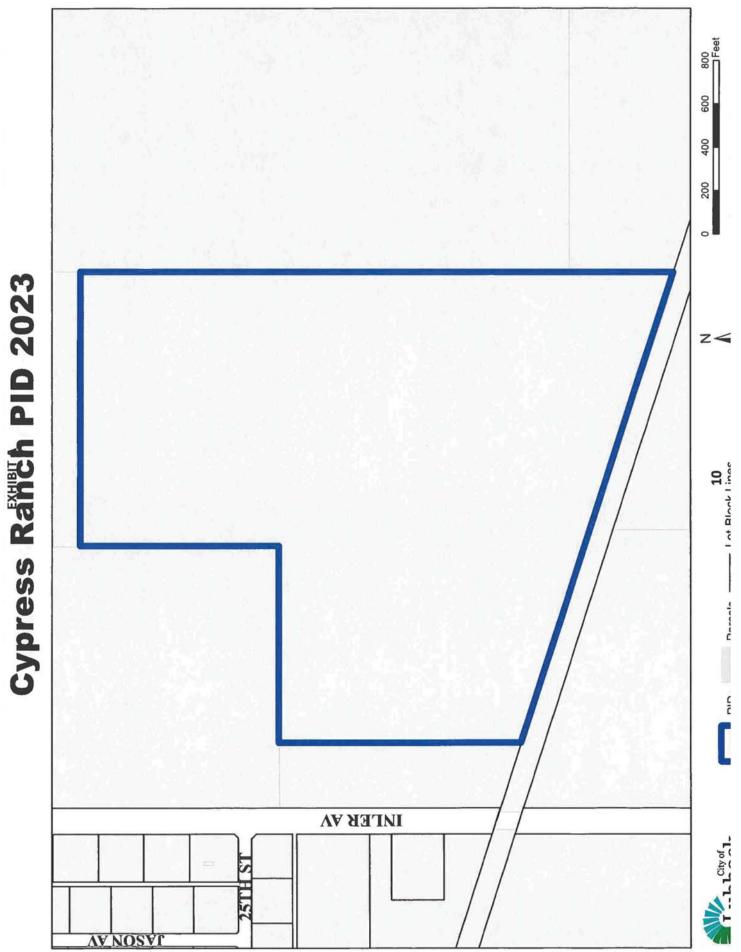
7) **THENCE** N. 01° 51' 26" E. a distance of 1115.00 feet to the **POINT OF BEGINNING.** Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as determined by a point of origin located at Northing: 7,277,349.71 and Easting: 902,664.753. The convergence angle to True North is (-)01°54'32.90" and a combined scale factor of 0.9997611. Distances are at surface, in U.S. Survey feet.

I, Landon Merritt, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed February 21, 2023

Landon Merritt Registered Professional Land Surveyor, State of Texas, Registration No. 6466 220340 – Cypress Ranch Metes and Bounds

9



Assessment Plan

Finance Department Cypress Ranch 2024 Proposed Service and Assessment Plan

EXHIBIT B City of Lubbock, TX * Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal

District and submitted to the City under Tax Code Section 26.04.

Assessment rate will be \$0.15/\$100 valuation

* All property will be assessed based on the final 2024 "net taxable value".

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PROPERTY VALUES Property Values* (Taxable Value) Discounted Property Values - 90%

FISCAL YEAR REVENUES Interest

Interest Assessment @ \$0.15 Total

FISCAL YEAR EXPENSES

Tract A Tract B Tract C Entry Signs Public Improvement Projects Repairs Electric Cost Administrative Costs Annual Operation Cost Developer Reimbursement Cash Reserves *Property Value growth rate = 2% annually **Expense growth rate = 3% annually

Total

		Projected	ted	No. of Street, or other			
2023	2024	2025	2026	2027	2028	Totals	als
							0
180,173	180,173	8,933,776	35,362,452	71,069,701	101,016,095	101,01	101,016,095
171,164	171,164	8,487,088	33,594,329	67,516,216	95,965,290	95'96	95,965,290
FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29		
	·	(0)	26	138	1,163	Ş	1,326
,	257	12,731	50,391	101,274	143,948	ж Ж	308,601
	257	12,731	50,417	101,412	145,111	\$ 3(309,927
FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Totals	als
		1	10,000	10,300	10,609	ş	30,909
'		•	20,000	20,600	21,218		61,818
		,		10,000	10,300		20,300
		,	ē	1,000	1,030		2,030
i	•			•	10,000		10,000
1			'	10,000	10,300		20,300
)			,	2,500	2,575		5,075
,	5,000	5,000	10,000	10,300	10,609	7	40,909
•	2,000	7,000	7,210	7,426	7,649		36,285
i	(11,743)		•			:	11,743)
-	257	12,000	47,210	72,126	84,290	\$ 21	215,883
,	(0)	730	3.937	33.223	94.044		94.044

Assessment Information per \$100,000 Home = \$150

EXHIBIT C

Cypress Ranch PID Projected Assessment Role LCAD Roll: 10.10.2023

Property ID	Owner Name	Owner Address	Legal Description	Land Size	Market Value	Taxable Value	Estimated Assessment
R347512	BETENBOUGH HOMES LLC	6305 82ND ST LUBBOCK, TX 79424-3681	BLK AK SEC 41 AB 185 TR C2 & D1A AC: 99.5854	99.59	180,173	180,173	\$ 270.26

EXHIBIT A EXHIBIT D NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

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

(insert property address)

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

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

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

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

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

Date: _____

Signature of Purchaser

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

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

(insert property address)

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

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

EXHIBIT A EXHIBIT D

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

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

Date:

Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

(1) under a court order or foreclosure sale;

by a trustee in bankruptcy;

 (3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;

(4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;

(5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(6) from one co-owner to another co-owner of an undivided interest in the real property;

(7) to a spouse or a person in the lineal line of consanguinity of the seller;

(8) to or from a governmental entity; or

(9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice

First Reading January 9, 2024 Item No. 7.3

Second Reading January 23, 2024 Item No. 6.6

ORDINANCE NO. 2024-00009

AN ORDINANCE ADOPTING A SERVICE PLAN FOR THE CYPRESS RANCH PUBLIC IMPROVEMENT DISTRICT, WITH SUCH SERVICE PLAN INCLUDING AN ASSESSMENT PLAN FOR SAID PUBLIC IMPROVEMENT ESTABLISHING REASONABLE **CLASSIFICATIONS** DISTRICT; AND FORMULAS FOR THE APPORTIONMENT OF THE COST BETWEEN THE CITY OF LUBBOCK, TEXAS AND THE CYPRESS RANCH PUBLIC IMPROVEMENT DISTRICT, AND THE METHODS OF ASSESSING SPECIAL BENEFITS FOR VARIOUS CLASSES OF IMPROVEMENTS OF PROPERTY WITHIN THE CYPRESS RANCH PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING, AND FILING WITH THE CITY SECRETARY OF THE CITY OF LUBBOCK, TEXAS AN ASSESSMENT ROLL FOR THE CYPRESS RANCH PUBLIC IMPROVEMENT DISTRICT; AND, LEVYING THE ASSESSMENT FOR THE CYPRESS RANCH PUBLIC IMPROVEMENT DISTRICT AS A SPECIAL ASSESSMENT, SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT, AND FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE **CYPRESS** RANCH PUBLIC IMPROVEMENT DISTRICT AND AGAINST THE OWNERS OF PROPERTY WITHIN THE CYPRESS RANCH PUBLIC IMPROVEMENT DISTRICT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") provides the process by which the City of Lubbock, Texas (the "City") may create a public improvement district; and

WHEREAS, through Resolution No. 2023-R0589 the City Council of the City (the "Council") authorized the Cypress Ranch Public Improvement District (the "PID"); established the boundaries of the PID; approved the estimated costs, method of assessment, and apportionment of costs for the PID; and, created the initial advisory board for the PID; and

WHEREAS, through Resolution No. 2023-R0601, the Council directed City staff to:

- prepare a Service Plan for the PID according to the Act with such Service Plan covering a period of at least five (5) years, defining the annual indebtedness of the PID, projecting the costs for improvements in the PID, and including an assessment plan for the PID;
- (2) prepare an assessment roll for the PID that states the assessment against each parcel of land in the PID, with such proposed assessment roll to be filed with the municipal secretary and being made available for public inspection;
- (3) send and publish notice of a public hearing according to the Act concerning the Service Plan; and

WHEREAS, City staff has prepared a Service Plan for the PID according to the Act, prepared an assessment roll for the PID, and has sent and published notice of a public hearing to be held at two o'clock in the afternoon (2:00 PM), Tuesday, January 9, 2024, in the City Council Chambers, 1314 Avenue K, Lubbock, Texas, to consider the proposed apportionment and assessment for the PID; and

WHEREAS, at the adjournment of the public hearing the Council desires to hear and pass on any objections to the proposed assessment for the PID and, through this Ordinance, to establish reasonable classifications and formulas for the apportionment of the costs for the services and improvements of the PID between the City and the PID, to approve, adopt, and file with the City Secretary the Service Plan for the PID that includes an assessment plan and assessment roll for the PID, and to levy an assessment as a special assessment on the property within the PID; and **NOW**, **THEREFORE**;

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

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

SECTION 2: THAT the Council has reviewed the Service Plan for the PID, which is attached to this Ordinance as "Exhibit 1", and finds that it: covers a period of at least five (5) years; defines the annual indebtedness of the PID; estimates the costs for improvements in the PID; and, includes an assessment plan for the PID.

SECTION 3: THAT the Council hereby finds that the assessment rate provided in the Service Plan for the PID is feasible and sound and will serve the needs and desires of the property owners within the PID, and the Council hereby adopts the assessment rate of fifteen cents (\$0.15) per one hundred dollars (\$100) of net taxable value for tax year 2024, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the PID.

SECTION 4: THAT the Council finds that the assessment plan included in the Service Plan for the PID provides for the apportionment of the cost of improvements to be assessed against the property within the PID on the basis of special benefits accruing to the property within the PID because of the improvements, and the Council hereby establishes the reasonable classifications and formulas for the apportionment of the costs between the City and the PID and the methods of assessment of the special benefits for the various classes of improvements within the PID as such classifications, formulas, and methods are provided for in the assessment plan.

SECTION 5: THAT the Council hereby approves, adopts, and files with the City Secretary the assessment roll that is attached to this Ordinance as "Exhibit 2", with such assessment roll stating an estimate of the assessment to be levied against the property within the PID, and with the City Secretary filing the assessment roll in the official records of the City and being subject to public inspection.

SECTION 6: THAT the Council finds that the assessments should be made and levied against the property within the PID and against the owners thereof, and that such assessments are in proportion to the benefits to the property by means of the services and improvements in the PID for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the Act.

SECTION 7: THAT there is hereby levied and assessed against the parcels of property within the PID, and against the real and true owners thereof, whether such owners be correctly named or not, the sums of money calculated by applying the assessment rate to in the manner described in the assessment plan and assessment roll.

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

SECTION 9: THAT the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2025 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent (6%) of the amount of the assessment for the first (1st) calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this Section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on January 9, 2024.

Passed by the City Council on second reading on ______ January 23 _____, 2024.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/ORD. Economic Development - Cypress Ranch PID - Service Plan, Assessment Role, and Levy 01-09-24

Exhibit 1

Cypress Ranch Public Improvement District

2024 SERVICE AND ASSESSMENT PLAN

December 5, 2023



City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

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City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

Plan Description and Defined Terms

A. Introduction

Chapter 372 of the Texas Local Government Code, Improvement Districts in Municipalities and Counties" (as amended, the "PID Act"), governs the creation of public improvement districts within the State of Texas. The City of Lubbock created the Cypress Ranch Public Improvement District (the "PID") to maintain the public improvements associated with the Cypress Ranch planned development and for the benefit of certain property in the PID, all of which is located within the City. (Capitalized terms used herein shall have the meanings ascribed to them in Section I.B of this Service and Assessment Plan.)

This Service and Assessment Plan has been prepared pursuant to Sections 372.013, 372.014, 372.015 and 372.016 of the PID Act. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is included in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act states that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act states that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Costs of the improvements to the property in the PID is included in Sections V and VI of this Service and Assessment Plan.

Section 372.016 of the PID Act states that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as **Exhibit C** of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Section V of this Service and Assessment Plan.

The City Council shall make all determinations necessary herein.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments levied hereby

City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

shall be binding upon the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns. The Assessments shall have lien priority as specified in the PID Act.

This Service and Assessment Plan provides for maintenance of improvements benefiting the entire area of the Cypress Ranch PID.

B. Definitions

The terms used herein shall have the following meanings.

"Annual Service Plan Amendment" has the meaning set forth in the first paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means, for any year, parcels within the PID.

"Assessment" means, with respect to each Parcel, the assessment imposed against such Parcel pursuant to the Assessment Ordinance and the provisions therein, as shown on the Assessment Roll, subject to reallocation among Parcels and reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means the Assessment Ordinance approved by the City Council approving and adopting this Service and Assessment Plan.

"Assessment Roll" means the document included in this Service and Assessment Plan as **Exhibit** C, as updated, modified, or amended annually in accordance with the procedures set forth herein and in the PID Act.

"City" means City of Lubbock, Texas.

"City Council" means the duly elected governing body of the City.

"Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the maintenance of the public improvements, operation, and other supplemental services, as described in **Exhibit B** of this Service and Assessment Plan.

"Developer" means Betenbough Homes, Inc.

"Legal Description" means the metes and bounds legal description of the PID area included as **Exhibit A** to the Service and Assessment Plan.

City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

"Improvement Project" means the maintenance of the public improvements that will provide a special benefit to the property in the PID and described in *Exhibit B* of this Service and Assessment Plan and Section 372.003 of the PID Act.

"Parcel" means a parcel identifed by either a tax map identification number assigned by the Lubbock County Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Lubbock County, Texas or identified by any other reasonable means determined by the City Council.

"PID" has the meaning set forth in the second paragraph of Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Map" means the map included as **Exhibit A** to the Service and Assessment Plan identifying the property included in the PID.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to Section 372.013, 372,014, 372.015, and 372.016 of the PID Act.

Section II Property Included in the PID

The PID is located in the City of Lubbock, Texas. A map of the property included in the PID and a legal description is shown on Exhibit A to this Service and Assessment Plan.

The 99.5854 acre development is expected to consist of approximately 563 residential units, parks and associated rights of way, landscaping, and infrastructure.

An explanation of the method of assessing property is included in Section V.

Section III Description of the Improvement Project

The general nature of the proposed public improvements is: (i) acquisition, contruction, of drainage facilities or improvements, (ii) the design, construction, and maintenance of Parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, splash pads, pool(s), athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green

City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

spaces; landscaping, hardscape and irrigation; and (iii) payment of costs associated with developing and financing the public improvements listed in subdivision including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District.

The public improvements will be constructed by the Developer with no reimbursement from the PID. After analyzing the maintenance, operation, and other supplemental services related to the Public Improvements, the City has determined that the maintenance of the public improvements authorized by the PID Act, shown in Exhibit B, should be performed by the City and has further determined that these maintenance activities will be of special benefit to all the Assessed Property within the PID.

A. Maintenance of Public Improvements

The cost of the maintenance, operation and other supplemental services to be funded through assessments on Assessed Property is estimated at \$12,000 in the first year and increases to \$84,290 in the 5th year, with 3 percent annual growth thereafter. The budget for the maintenance, operation, and other supplemental services will be determined annually by the City and will be included in a Service Plan Amendment along with amendments to the Assessment Roll reflecting assessments (the "Maintenance Assessment") based on such budget for maintenance, operation and necessary supplemental services.

Section IV Service Plan/Sources and Uses of Funds

Section 372.013 of the PID Act requires this Service and Assessment Plan to "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The Developer plans to make improvements at a cost of \$500,000. The PID will not reimburse the Developer for those improvements. The PID will maintain the public improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for maintenance." Such annual update to this Service and Assessment Plan is herein referred to as the "Annual Service Plan Amendment." The Cypress Ranch PID will have no indebtedness and the PID assessments will fund the maintenance of the public improvements, operation, and other supplemental services. The table below shows estimated sources and uses of funds including the projected cost of maintaining the public improvements.

City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

Service Plan

			Projec	ted				
TAX YEAR	2023	2024	2025	2026	2027	2028		Totals
PROPERTY VALUES								C
Property Values* (Taxable Value)	180,173	180,173	8,933,776	35,362,452	71,069,701	101,016,095	10	1,016,095
Discounted Property Values - 90%	171,164	171,164	8,487,088	33,594,329	67,516,216	95,965,290	9	5,965,290
FISCAL YEAR REVENUES	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29		
Interest	÷	-	(0)	26	138	1,163	\$	1,326
Assessment @ \$0.15	2.	257	12,731	50,391	101,274	143,948		308,601
Total	-	257	12,731	50,417	101,412	145,111	\$	309,927
FISCAL YEAR EXPENSES	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29		Totals
Tract A	\$ -		-	10,000	10,300	10,609	\$	30,909
Tract B	-		~	20,000	20,600	21,218		61,818
Tract C			-	-	10,000	10,300	ļ.	20,300
Entry Signs	-		-	-	1,000	1,030		2,030
Public Improvement Projects	-		-	-	-	10,000		10,000
Repairs	-			-	10,000	10,300		20,300
Electric Cost	-		-		2,500	2,575		5,075
Administrative Costs	-	5,000	5,000	10,000	10,300	10,609		40,909
Annual Operation Cost	*	7,000	7,000	7,210	7,426	7,649		36,285
Developer Reimbursement	-	(11,743)	-	-	-	-		(11,743)
Total	\$ -	257	12,000	47,210	72,126	84,290	\$	215,883
Cash Reserves	s -	(0)	730	3,937	33,223	94,044	s	94,044

*Property Value growth rate = 2% annually **Expense growth rate = 3% annually

The sources and uses of funds table is subject to revision each year.

Section V Assessment Plan

The PID was created and the assessment is being levied pursuant to Section 372.015 of the PID Act, "Determination of Assessment."

A. Allocation of assessment

- Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- Assessment will be \$0.15 per \$100 valuation
- All property will be assessed based on the final 2024 "net taxable value".

City of Lubbock, Texas Finance Department Cypress Ranch Public Improvement District Service and Assessment Plan December 5, 2023

Section VI Terms of the Assessments

The annual assessment for each parcel within the PID shall be shown on the assessment roll. The amount of the assessment could change each year when the Service and Assessment Plan are adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative costs.

List of Exhibits

- Exhibit A PID Legal Description and Map
- Exhibit B Service Plan Five Year Plan
- Exhibit C Assessment Roll
- Exhibit D Notice of Obligations Related to Public Improvement Districts

DESCRIPTION FOR A 99.584 ACRE TRACT LOCATED IN SECTION 41, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 185, LUBBOCK COUNTY, TEXAS

A 99.584 acre tract located in Section 41, Block AK, E.L. & R.R. RR. Co. Survey, Abstract No. 185, Lubbock County, Texas, being that certain tract of land conveyed to Betenbough Homes, LLC described in a General Warranty Deed and recorded in County Clerk's File Number (CCFN) 2022057736 of the Official Public Records of Lubbock County, Texas (OPRLCT), said 99.584 acre tract being further described by metes and bounds as follows:

1) **BEGINNING** at a point in the south line of that certain tract of land conveyed to James A. Foy, Jr. and wife, Ann Smith Foy as described in a Warranty Deed with Vender's Lien recorded in Volume 4973, Page 192 of the Real Property Records of Lubbock County, Texas, and the north line of that certain 34.101 acre tract of land conveyed to Don and Jason Sturgeon described as Tract 5 in a Special Warranty Deed recorded in CCFN 2014001469 of the OPRLCT, for the most western northwest corner of said 99.584 acre tract, having coordinates of Northing: 7,272,570.01 and Easting 900,236.37 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the calculated northwest corner of said Section 41, bears N. 88° 08' 54" W. a distance of 360.45 feet and N. 01° 51' 15" E. a distance of 2222.83 feet said section corner having coordinates of Northing: 7,274,802.80 and Easting: 899,948.09 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

2) **THENCE** S. 88° 08' 54" E., along the south line of said Foy Tract, a distance of 907.91 feet to a 1/2" iron rod with cap marked "PSC RPLS 6453", found at the southeast corner of said Foy Tract and an ell corner of said 99.584 acre tract;

3) **THENCE** N. 01° 53' 03" E., along the east line of said Foy Tract, a distance of 913.96 feet to a 1/2" iron rod, found at the southwest corner of that certain tract of land conveyed to Texas Green, a Limited Partnership as described in a Warranty Deed with Vendor's Lien recorded in Volume 1866, Page 515 of the Deed Records of Lubbock County, Texas, and the the most northern northwest corner of said 99.584 acre tract;

4) **THENCE** S. 88° 04' 18" E., along the south line of said Texas Green Tract, a distance of 1266.11 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC.", found in the west line of that certain tract of land conveyed to Szu Han Ho as described in a Warranty Deed with Vendor's Lien recorded in CCFN 2007018821, for the southeast corner of said Texas Green Tract and the northeast corner of said 99.584 acre tract;

5) **THENCE** S. 01° 55' 39" W., along the west line of said Ho Tract, a distance of 2726.73 feet to a 1" iron pipe, found in the north line of that certain tract of land conveyed to Lubbock and Western Railway L.L.C., as described in a Texas Special Warranty Deed recorded in CCFN 2015029381 of the OPRLCT, being the south common corner of said Ho tract and said 99.584 acre tract, having coordinates of Northing: 7,270,686.80 and Easting 902,347.04 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

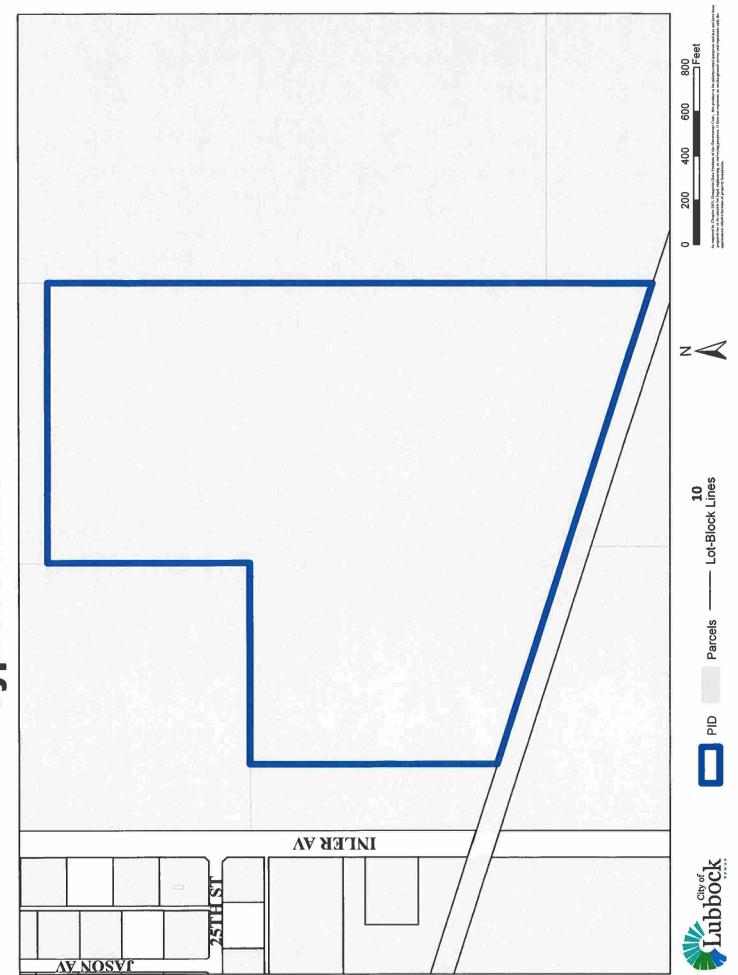
6) **THENCE** N. 70° 17' 26" W. along the north line of said Lubbock and Western Railway Tact, a distance of 2280.94 feet to a 1/2" iron rod with cap marked "PSC RPLS 6453", found for the southeast corner of said Sturgeon Tract and the southwest corner of said 99.584 acre tract;

7) **THENCE** N. 01° 51' 26" E. a distance of 1115.00 feet to the **POINT OF BEGINNING.** Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as determined by a point of origin located at Northing: 7,277,349.71 and Easting: 902,664.753. The convergence angle to True North is (-)01°54'32.90" and a combined scale factor of 0.9997611. Distances are at surface, in U.S. Survey feet.

I, Landon Merritt, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed February 21, 2023

Landon Merritt Registered Professional Land Surveyor, State of Texas, Registration No. 6466 220340 – Cypress Ranch Metes and Bounds



Assessment Plan

EXHIBIT B City of Lubbock, TX Finance Department Cypress Ranch 2024 Proposed Service and Assessment Plan * Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.

- * Assessment rate will be \$0.15/\$100 valuation
- * All property will be assessed based on the final 2024 "net taxable value".

Service Plan

Property Values* (Taxable Value)	Discounted Property Values - 90%
	roperty Values* (Taxable Value)

FISCAL YEAR REVENUES	nterest	Assessment @ \$0.15	tal
FISCA	Inter	Asses	Total

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Tract A

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Tract C
Entry Signs
Public Improvement Projects
Repairs
Electric Cost
Administrative Costs
Annual Operation Cost
Developer Reimbursement

Cash Reserves *Property Value growth rate = 2% annually **Expense growth rate = 3% annually

Total

		Projected	ted				
2023	2024	2025	2026	2027	2028		Totals
							0
180,173	180,173	8,933,776	35,362,452	71,069,701	101,016,095	10	101,016,095
171,164	171,164	8,487,088	33,594,329	67,516,216	95,965,290		95,965,290
FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29		
3	٠	(0)	26	138	1,163	s	1,326
	257	12,731	50,391	101,274	143,948		308,601
	257	12,731	50,417	101,412	145,111	Ş	309,927
FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29		Totals
- \$	-	1	10,000	10,300	10,609	Ş	30,909
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'	5,000	5,000	10,000	10,300	10,609		40,909
,	2,000	7,000	7,210	7,426	7,649		36,285
	(11,743)		ï				(11,743)
\$	257	12,000	47,210	72,126	84,290	Ś	215,883
	10)				01.044	ł	20.00
•	(0)	/30	3,93/	33,223	94,044 3	~	34,044

EXHIBIT C

Cypress Ranch PID Projected Assessment Role LCAD Roll: 10.10.2023

Property ID	Owner Name	Owner Address	Legal Description	Land Size	Market Value	Taxable Value	Estimated Assessment
		6305 82ND ST					
R347512	BETENBOUGH HOMES LLC	LUBBOCK, TX 79424-3681	BLK AK SEC 41 AB 185 TR C2 & D1A AC: 99.5854	99.59	180,173	180,173	\$ 270.26

EXHIBIT D NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

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

(insert property address)

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

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

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

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

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

Date:

Signature of Purchaser

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

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

(insert property address)

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

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

EXHIBIT D

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

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

Date: ______ Signature of Purchaser

(b) The seller or the municipality or county that created the public improvement district may provide additional information regarding the district in the notice prescribed by Subsection (a-1) or (a-2), including whether an assessment has been levied, the amount of the assessment, and the payment schedule for assessments.

(c) This section does not apply to a transfer:

(1) under a court order or foreclosure sale;

(2) by a trustee in bankruptcy;

(3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;

(4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;

(5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;

(6) from one co-owner to another co-owner of an undivided interest in the real property;

(7) to a spouse or a person in the lineal line of consanguinity of the seller;

(8) to or from a governmental entity; or

(9) of only a mineral interest, leasehold interest, or security interest.

(d) For the purposes of this section, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring notice.

EXHIBIT 2

Cypress Ranch PID Projected Assessment Role LCAD Roll: 10.10.2023

Property ID	Owner Name	Owner Address	Legal Description	Land Size	Market Value	Taxable Value	Estimated Assessment
		6305 82ND ST					
R347512	BETENBOUGH HOMES LLC	LUBBOCK, TX 79424-3681	BLK AK SEC 41 AB 185 TR C2 & D1A AC: 99.5854	99.59	180,173	180,173	\$ 270.26

RESOLUTION

WHEREAS, the City of Lubbock, Texas pursuant to Chapter 372 Texas Local Government Code has created the Cypress Ranch Public Improvement District; and,

WHEREAS, the City of Lubbock is desirous of contracting with the Lubbock Central Appraisal District to provide all services necessary for the collection of assessments levied within the Cypress Ranch PID; and,

WHEREAS, the Lubbock Central Appraisal District is able and willing to perform said collection services, and is desirous of contracting with the City of Lubbock to provide such services;

NOW THEREFORE:

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LUBBOCK CENTRAL APPRAISAL DISTRICT:

THAT, the Chairman of the Board of the Lubbock Central Appraisal District **BE** and is hereby authorized and directed to execute an interlocal agreement titled "Interlocal Agreement for the Collection of Assessments Levied on Property within the Cypress Ranch Public Improvement District" with the City of Lubbock.

Passed by the Board of Directors this 25th day of September, 2024.

Board of Directors Noe Reynolds, Vice Chairman

ATTEST:

Bobby McQueen, Secretary Board of Directors



Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2024-O0134, abandoning and closing portions of a private utility easement located in Section 6, Block E-2, Lubbock County, Texas, in the Ranchland Terrace Subdivision, at the northeast corner of 40th Street and Chicago Avenue.

Item Summary

On October 8, 2024, the City Council approved the first reading of the ordinance.

The City of Lubbock is in receipt of a request to abandon and close a private utility easement located in the Ranchland Terrace Subdivision, at the northeast corner of 40th Street and Chicago Avenue.

The total area of the easements being closed is 2,062 square feet. There is no charge to close easements. The proponent desires to close the easement, to eliminate this encumbrance from future title searches. The easement, which is not currently in use, is no longer needed.

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

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance - Ranchland Terrace, TrB Easement Doc., V938, P451 Location Exhibit

ORDINANCE NO.

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF A PRIVATE UTILITY EASEMENT LOCATED IN SECTION 6, BLOCK E-2, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

teliffe m Division Director of Engineering/City Engineer Bailey Ratcliffe Interim Division Day

APPROVED AS TO FORM:

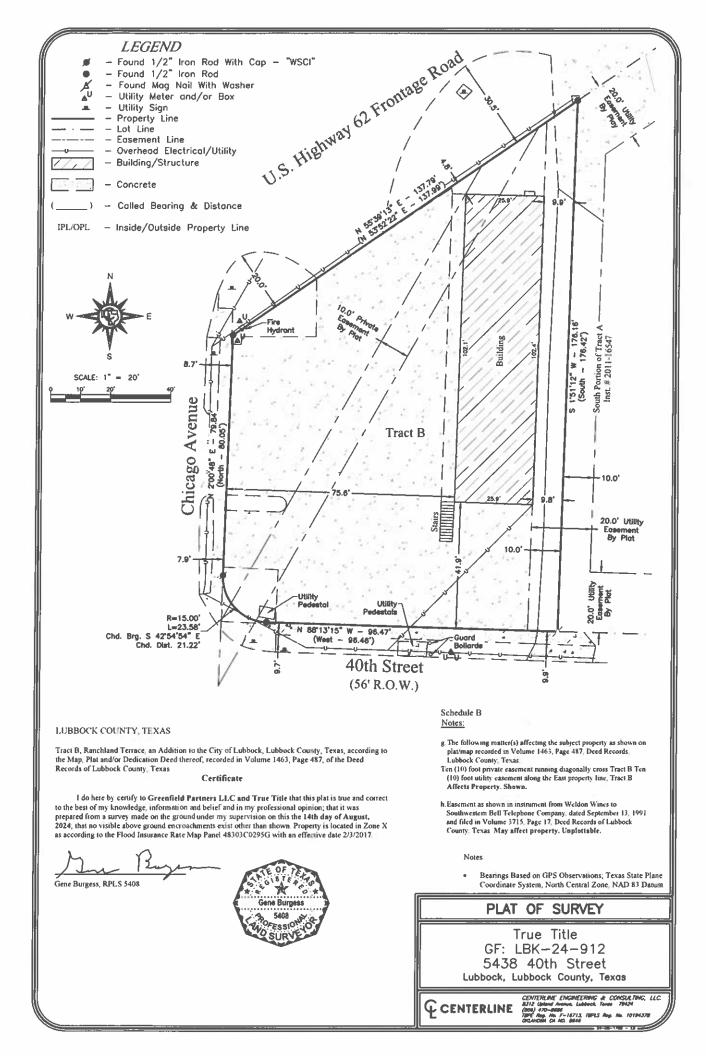
> Kmy Sims Deputy Cay Attorney

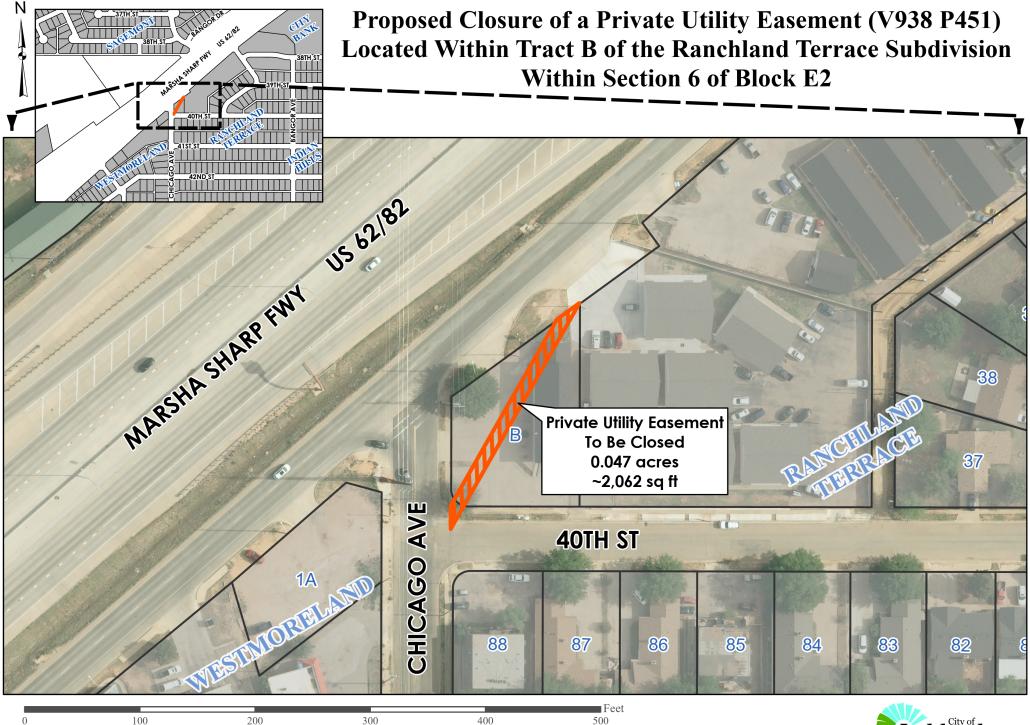
Ord. Easement Closure Section 6 Block E-2

	THE STATE OF T	TEXAS Į			
	COUNTY OF LUBB	оск І	* * * * * * * *	Y EASEMENT DEDICATION	
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	County, Texas,	the receipt of	which is hereb	y acknowledged, do	
	hereby give an	d grant a Priva	e Utility Ease	ment for the purpose	
	of sewer, wate	r, electricity,	telephone, gas	and other public	
	utility uses.	to the said Cit	/ of Lubbock, a	municipal corporation	
	of Lubbock Cou	nty, Texas, upo	and across TR	ACT SEVEN (7), LOWREY	
	SUBDIVISION of	SECTION SIX (6	, BLOCK E-2, L	ubbock County, Texas,	
	sald easement	described by me	es and bounds	as follows, to-wit:	
	BEGINNING	at a point in	he East line o	f Chicago Avenue,	
		said point bei	p 95.05 feet S	outh of the Southwest	
		Corner of Trac	"C", Ranchlan	d Terrace, an Addition	
		to the City of	Lubbock, Lubbo	ck County, Texas;	
	THENCE			6.33 feet to a point	
		in the Southea	t boundary lin	e of Tract "C",	
		Ranchland Terr	ce, said point	being 113.72 feet	
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	THENCE			6.08 feet to a point	\$
		in the East li			5
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	TO HAVE AN	ND TO HOLD the	ame perpetuall	y to the City of Lubbock	
	and its success	sors, y			,
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Deed Record 938 Page 451

WITNESS our hands this 25th day of April, 1963. 1 by and through 550 Su -in-fact, James H. Reed hís a t Mar. Reed ma 452 R eed THE STATE OF TEXAS X COUNTY OF LUBBOCK I BEFORE ME, the undersigned authority, a Notary Public in and for Lubbock County, Texas, on this day personally appeared JAMES H. REED, Individually and as Attorney-in-fact for SUMNER C. REED, 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. consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this grad day of April, 1968 15 VIRGINIA H. DOZIER Public in and for Lubbock County, Notary Texas. THE STATE OF TEXAS X COUNTY OF LUBBOCK X BEFORE ME, the undersigned authority, a Notary Public in and for Lubbock County, Texas, on this day personally appeared WILLIE MAI REED, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this Brad day of April, 1963. ð Public for Lubbock Notary in and County, Texas. VIRGINIA H. DOZIER х LUFE C.REEI TIMBERLAKE AND WASSELI EASEMENT FILED FOR RECORD ATTORDERTS AT LAW 1006 1672 \$TREET LUBBOCK, TEXAS SUMNER I REED LUBBOCK Kay 3 4 23 R 63 10018 4/25/6 TE UTILITY I DEDICATION S H. REED, S WILLIE MAI mal The Suren SO ខ្ព CITY PRIVATE J AMES and M THE





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. Lubbock TEXAS Digital Orthophotography - May 2023



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Pipeline Easement Agreement, and all related documents, by and between the City of Lubbock and Atmos Energy Corporation, for an existing natural gas pipeline on Tract 1, north of Municipal Drive and east of I-17, Tract 2, south of Municipal Drive, between I-27 and Cesar Chavez Drive, Tract 3, north of Marsh Sharp Freeway and east of I-27, Tract 4, north of 19th Street and east of Southeast Drive, Tract 6, north of 82nd Street, between Guava Avenue and Olive Avenue.

Item Summary

The City of Lubbock is proposing to dedicate a pipeline easement to Atmos Energy to be utilized for the existing natural gas pipeline in the vicinity of Municipal Hill and Mackenzie Park, as shown on the attached GIS maps. The easements are on the following tracts.

- Tract 1 North of Municipal Drive and east of I-17
- Tract 2 South of Municipal Drive, between I-27 and Cesar Chavez Drive
- Tract 3 North of Marsh Sharp Freeway and east of I-27
- Tract 4 North of 19th Street and east of Southeast Drive
- Tract 6 North of 82nd Street, between Guava Avenue and Olive Avenue

The proposed easement dedication is a 353,240 square foot pipeline easement to Atmos Energy, a private company, for the pipeline it acquired from Lubbock Power & Light.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution - Atmos Easement Pipeline Easement.100124 Exhibit A - Atmos Pipeline Easement GIS Maps - Atmos Pipeline Easement

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 Pipeline Easement Agreement, by and between the City of Lubbock and the Atmos Energy Corporation, 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:

5 Amy L. Sins, Deputy City Altorney

RES.Agreement- Pipeline Easement Atmos

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

Line: 560-000

PIPELINE EASEMENT

THE STATE OF TEXAS § COUNTY OF LUBBOCK §

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee") to the undersigned, the receipt of which is hereby acknowledged, the undersigned (herein called "Grantor" whether one or more) hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, and the appurtenances thereto, for the transportation of natural gas, including renewable/biogas and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground drips, valves, fittings, taps, saddles, meters, pressure relief facilities, communication devices, odorization equipment, aerial and pipeline markers, electrical service, anodes, rectifier poles, and other devices for the control of pipeline corrosion, and bull guards or similar physical protection, as may be necessary or desirable in the operation of said lines, over, across, under and upon the area described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

It is further agreed as follows:

1. Grantee shall have the right to select the exact location of each pipeline and appurtenances within the Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Easement Area in the event Grantee cannot, within its sole discretion, reasonably access the Easement Area by staying within the boundaries of the same. Further if Grantee determines it is necessary to use Grantor's adjacent or additional lands for access, then Grantee shall exercise such ingress and egress rights as follows:

- a. Grantee shall first use those existing interior roadways as designated by Grantor which provide reasonable access from a public right-of-way to the Easement Area;
- b. If no such interior roadways exist, Grantee shall use such route as is most reasonably direct to get from a public right-of-way to the Easement Area, taking into account Grantor's existing uses of the adjacent or additional lands and avoiding damages to such existing uses to the extent reasonably possible;
- c. In the event there is an impediment to access within the Easement Area which requires Grantee to get onto Grantor's adjacent or additional lands in order to get around such impediment to access, then Grantee shall only use such portion of Grantor's adjacent or additional lands as is reasonably necessary to get around such impediment and back onto the Easement Area as soon as is reasonably practical.

A width of twenty feet (20') shall be considered reasonable for any routes of ingress and egress unless a greater width is necessary to accommodate turning radiuses of Grantee's construction equipment and vehicles.

- 2. Grantor further agrees not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without the prior written approval of Grantee.
- 3. The aforesaid consideration includes any and all damages that may be sustained by the construction and installation of each pipeline and appurtenance permitted under this Pipeline Easement, as well as damages arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline and appurtenance to be installed under the instrument, including without limitation, cutting trees and damages to land, trees, buildings, growing crops and grasses. Grantee shall, at its option, repair or replace any damage caused to gates and fences by Grantee's removal, cutting, or use thereof. Grantee agrees that after it completes the original installation of each pipeline and appurtenance permitted under this Pipeline Easement, it will restore the original contour of the surface of the Easement Area and any remaining property used for construction, as nearly as practicable, to its pre-construction condition within a reasonable period of time reflective of and dependent upon the construction and property's characteristics, including but not limited to seasonal growing periods and weather patterns. Grantee will also maintain the Easement Area in a manner consistent with the purposes stated herein. Grantee shall have the right to remove, cut, and use any gates or fences crossing the Easement Area, including the right to install gates in such fences within the Easement Area. Grantor shall have the right to install and maintain fences provided that such use does not interfere with Grantee's permitted use of the Easement Area or Grantee's access for the purposes described herein and Grantee shall at all times have access through any such fence by means of a gate.
- 4. Grantor shall not construct, and Grantee shall have the right to prevent and/or remove, any improvements, structures, buildings, reservoirs, or obstructions within the Easement Area. Further, Grantee has the right to trim, cut down, or eliminate trees or shrubbery, and to prevent or remove possible present or future hazards and/or activities, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the

efficient, safe, and/or convenient exercise of Grantee's rights hereunder within the Easement. Further, in addition to the rights stated herein, Grantor specifically acknowledges and agrees that pursuant to this paragraph Grantee has the right to remove any type of tree, including pecan, olive, or other crop-bearing tree, from, and to prevent any future encumbrance over, said Easement Area by any tree or any other crop exceeding three feet (3') in height or otherwise interfering with the construction, maintenance, and/or operation of the pipelines permitted under this Pipeline Easement without any compensation whatsoever to Grantor or its successors and assigns, which rights are included in the aforesaid consideration.

- 5. If a complete assignment of this Pipeline Easement occurs outside of an assignment to an affiliate or to a successor thorough merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses, Grantee shall provide written notice to the property owner at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property. Provided however that such notice shall not have any effect on the validity or legal effect on the assignment.
- 6. Grantee shall only grant third-party access to the Easement Area for a purpose that is related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline or pipeline appurtenances installed under this Pipeline Easement.
- 7. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.
- 8. Grantor and Grantee agree that the failure to assert any right under this Pipeline Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Pipeline Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in <u>Paragraph 4</u> above.
- 9. This Pipeline Easement shall not be construed as a written agreement between Grantor and Grantee for purposes of Section 756.123 of the Texas Health and Safety Code (or any successor statute). Further, as used within this easement agreement, the word "structure" is intended to be interpreted broadly so as to include all manner of man-made items of any type, including but not limited to paving, parking lots, and terracing.
- 10. Except for the rights conveyed by this instrument, Grantee may not exercise any right over Grantor's property without express written consent from Grantor. However, the preceding sentence is not intended to and does not alter, modify, restrict, amend, or otherwise diminish any right Grantee has to use Grantor's property independent of this agreement, whether through a separate agreement, by law, or otherwise.

11. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Pipeline Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Pipeline Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Pipeline Easement has been negotiated by the parties, and this Pipeline Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

<Signature pages to follow>

EXECUTED this _____ day of _____, 2024.

GRANTOR:

MARK W. MCBRAYER, MAYOR

City of Lubbock 1314 Avenue K Lubbock, Texas 79401

STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, 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

(Print Name of Notary Public Here)

My Commission Expires: _____

CITY OF LUBBOCK

DESCRIPTION FOR A 50-FOOT WIDE PERMANENT PIPELINE EASEMENT

A DESCRIPTION FOR A 50-FOOT WIDE PERMANENT PIPELINE EASEMENT, LOCATED IN SECTION 80, BLOCK A, EL&RR RR CO. SURVEY, ABSTRACT NUMBER 995, LUBBOCK COUNTY, TEXAS, BEING WITHIN TRACT A, MUNICIPAL HILL ADDITION, AND BEING A CALLED 69.196 ACRE TRACT OF LAND CONVEYED TO CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, IN DOCUMENT NO. 1982018270 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (O.P.R.L.C.TX.), AND IN THE ATCHINSON TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY, SAID PERMANENT PIPELINE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the right-of-way of Atchinson Topeka and Santa Fe Railroad, from which a 1/2-inch iron rod with cap found in the northwest right-of-way line of Municipal Drive (100' right-of-way) bears, South 68°11'58" East, a distance of 1,065.93 feet, said **POINT OF BEGINNING** having grid coordinates of N=7283060.71, E=951813.77.

THENCE, over and across said right-of-way of Atchinson Topeka and Santa Fe Railroad and said 69.196 acre tract, the following eight (8) courses and distances:

- South 15°36'25" East, at 10.10 feet crossing the north line of said 69.196 acre tract same being the south right-of way line of said Atchinson Topeka and Santa Fe Railroad, continuing a total distance of 658.40 feet to a calculated point;
- 2) South 30°27'14" East, a distance of 687.06 feet to a calculated point in the south line of said 69.196 acre tract and the northwest right-of-way of said Municipal Drive;
- 3) South 29°13'01" West, along the south line of said 69.196 acre tract and the northwest right-of-way of said Municipal Drive a distance of 57.93 feet to a calculated point, from which a railroad spike found in the northwest right-of-way line of said Municipal Drive bears, South 38°43'32" West, a distance of 330.69 feet;
- 4) North 30°27'14" West, a distance of 722.82 feet to a calculated point;
- 5) North 15°36'25" West, a distance of 607.42 feet to a calculated point;
- 6) South 66°24'57" West, a distance of 506.41 feet to a calculated point;
- 7) North 23°35'03" West, at 40.00 feet crossing the north line of said 69.196 acre tract same being the south right-of-way line of said Atchinson Topeka and Santa Fe Railroad, continuing a total distance of 50.00 feet to a calculated point;
- 8) North 66°24'57" East, a distance of 563.90 feet to the POINT OF BEGINNING and containing 2.15 acres (93,650 square feet) of land, more or less.

This description contains a total of 2.15 acres (93,650 square feet) of land, more or less, of which 2.02 acres (88,018 square feet) is in City of Lubbock, and 0.13 acres (5,632 square feet) is in Atchinson Topeka and Sante Fe Railroad.

Notes

- Bearing basis: Texas State Planes, North Central Zone, NAD83. All distances and coordinates shown are grid values shown in U.S. Survey Feet.
- 2) A Plat of same date accompanies this Description.

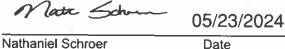


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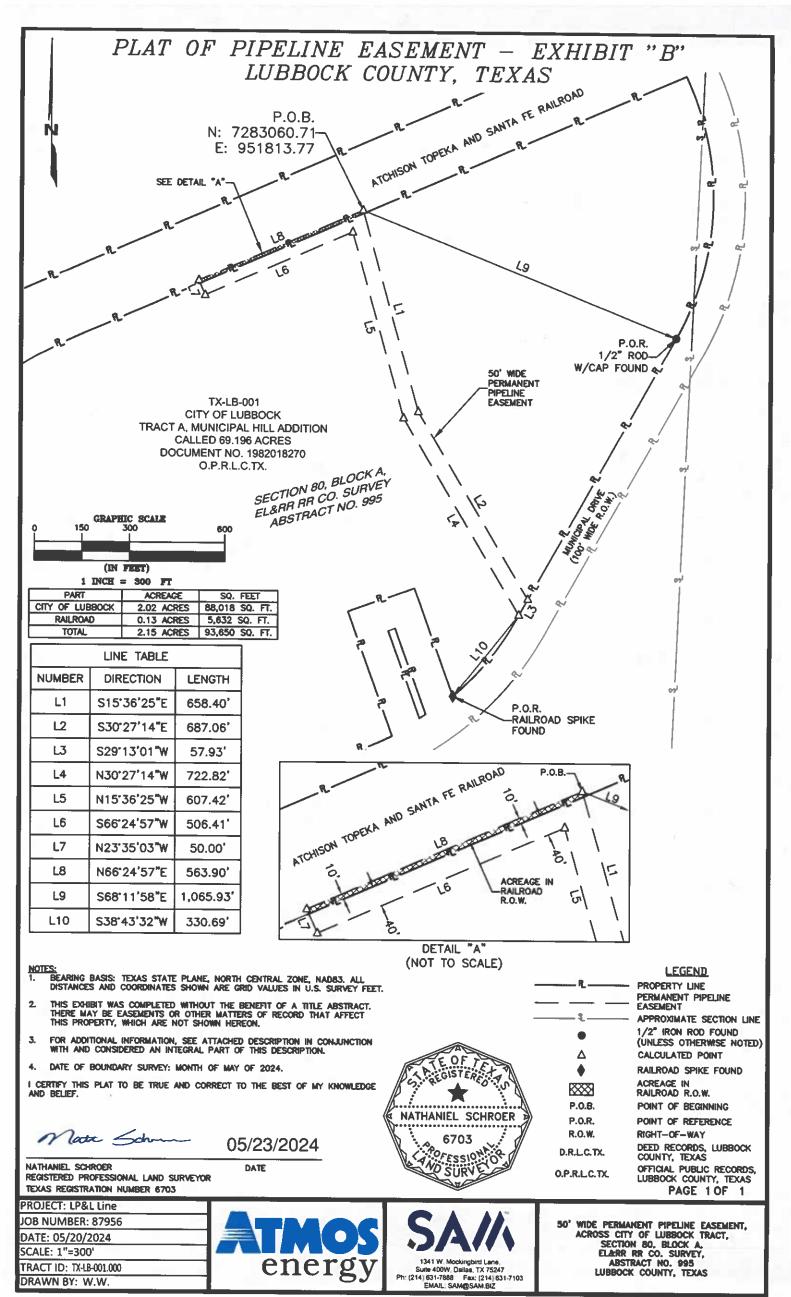
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Surveying And Mapping, LLC 1341 W. Mockingbird Lane, Suite 400W, Dallas, Texas 75247

Registered Professional Land Surveyor No. 6703 – State of Texas



CITY OF LUBBOCK

DESCRIPTION FOR A 50-FOOT WIDE PERMANENT PIPELINE EASEMENT

A DESCRIPTION FOR A 50-FOOT WIDE PERMANENT PIPELINE EASEMENT, LOCATED IN SECTION 80, BLOCK A, EL&RR RR CO. SURVEY, ABSTRACT NUMBER 995 AND SECTION 80, BLOCK A, EL&RR RR CO. SURVEY, ABSTRACT NUMBER 331, LUBBOCK COUNTY, TEXAS, BEING WITHIN A CALLED 445.938 ACRE TRACT OF LAND CONVEYED TO CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, IN DOCUMENT NO. 1993005572 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (O.P.R.L.C.TX.), SAID PERMANENT PIPELINE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the north line of said 445.938 acre tract, same being the southeast right-of-way line of Municipal drive (100' right-of-way), for the beginning of a curve to the left, from which a 60D nail found in said southeast right-of-way line of Municipal Drive bears, South 75°09'17" West, a distance of 69.85 feet, said **POINT OF BEGINNING** having grid coordinates of N=7281249.68, E=951805.42.

THENCE, over and across said 445.938 acre tract, the following six (6) courses and distances:

- THENCE, Northeasterly, a distance of 288.42 feet, along the north line of said 445.938 acre tract and the southeast right-of-way line of said Municipal Drive, along said curve to the left having a radius of 1,002.05 feet, a central angle of 16°29'29", with a chord bearing of North 64°54'42" East, and a chord length of 287.42 feet to a calculated point;
- 2) South 54°53'37" West, a distance of 416.31 feet to a calculated point;
- 3) South 01°49'48" West, a distance of 1,580.92 feet to a calculated point in the north right-of-way line of Interstate Highway No. 27 (variable width right-of-way), from which an iron rod with a 2-inch metal cap found for an ell corner of said 445.938 tract bears, South 31°51'00" East, a distance of 564.42 feet;
- 4) North 31°51'00" West, along the north right-of-way line of said Interstate Highway No. 27 a distance of 90.16 feet to a calculated point;
- 5) North 01°49'48" East, a distance of 1,530.86 feet to a calculated point;
- 6) North 54°53'37" East, a distance of 158.23 feet to the POINT OF BEGINNING and containing 2.07 acres (90,171 square feet) of land, more or less.

This description contains a total of 2.07 acres (90,171 square feet) of land, more or less.

Notes

- 1) Bearing basis: Texas State Planes, North Central Zone, NAD83. All distances and coordinates shown are grid values shown in U.S. Survey Feet.
- 2) A Plat of same date accompanies this Description.
- 3) Date of Boundary Survey: Month of May 2024.



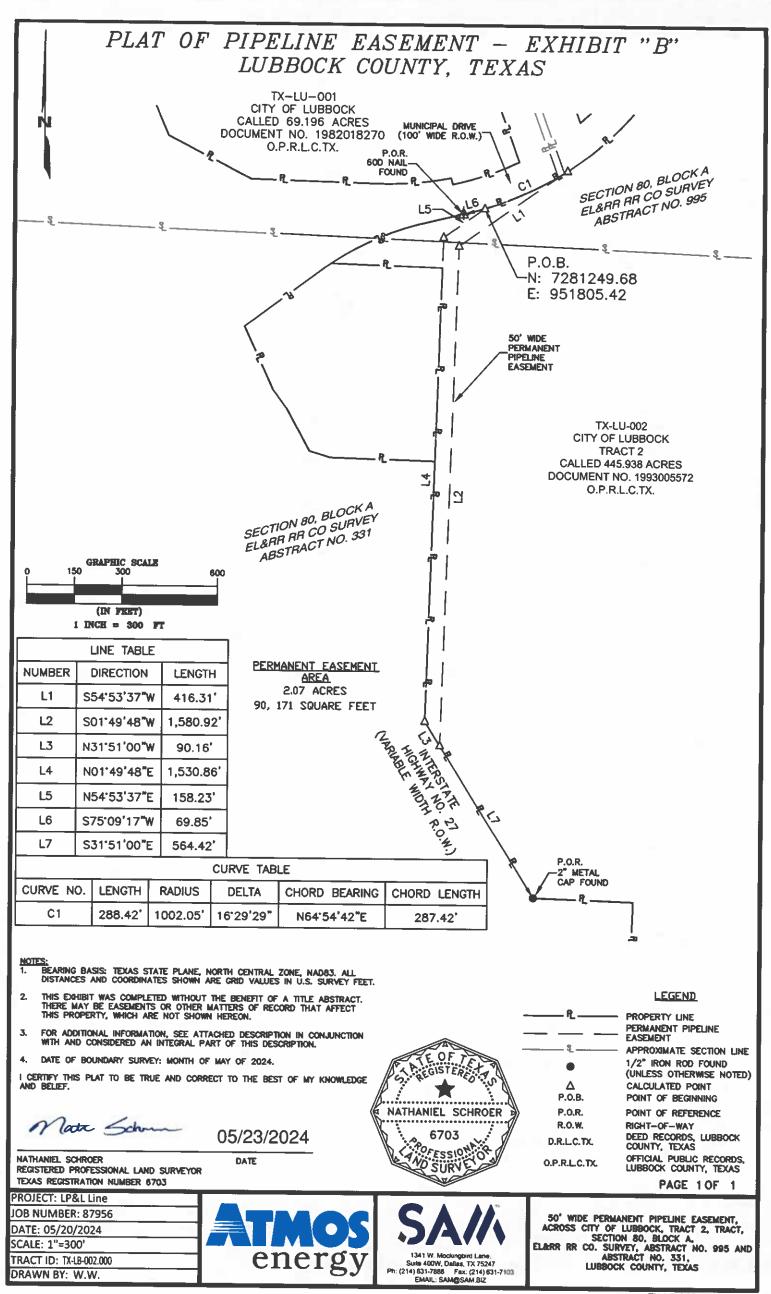
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Surveying And Mapping, LLC 1341 W. Mockingbird Lane, Suite 400W, Dallas, Texas 75247

late Sch Nathaniel Schroer

Nathaniel Schroer Date Registered Professional Land Surveyor No. 6703 – State of Texas

05/23/2024



CITY OF LUBBOCK

DESCRIPTION FOR A 50-FOOT WIDE PERMANENT PIPELINE EASEMENT

A DESCRIPTION FOR A 50-FOOT WIDE PERMANENT PIPELINE EASEMENT, LOCATED IN SECTION 1, BLOCK O, TWNG RR CO SURVEY, ABSTRACT NUMBER 82, LUBBOCK COUNTY, TEXAS, CONVEYED TO CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, IN VOLUME 354, PAGE 77, VOLUME 372, PAGE 241, VOLUME 381, PAGE 416, 414, PAGE 1, VOLUME 528, PAGE 89 AND VOLUME 4119, PAGE 1963 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (O.P.R.L.C.TX.), SAID PERMANENT PIPELINE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the west line of said City of Lubbock tract and the northeast right-ofway line of said Interstate Highway 27, from which a 1/2-inch iron rod found at an exterior ell corner of a called 445.938 acre tract of land conveyed to City of Lubbock in Document No. 1993005572, O.P.R.L.C.TX. and being in the northeast right-of-way line of Interstate Highway 27 (variable width right-of-way) bears, North 36°47'17" West, a distance of 126.93 feet, said **POINT OF BEGINNING** having grid coordinates of N=7278328.18, E=952343.19.

THENCE, over and across said City of Lubbock tract, the following five (5) courses and distances:

- 1) South 62°20'14" East, a distance of 540.90 feet to a calculated point, from which an iron rod with 2-inch metal cap found bears, North 11°27'05" East, a distance of 313.56 feet;
- South 15°01'35" West, a distance of 43.23 feet to a calculated point in the south line of said City of Lubbock tract and the northeast right-of-way line of said Interstate Highway 27;
- North 71°18'34" West, along the south line of said City of Lubbock tract and the northeast right-of-way line of said Interstate Highway 27 a distance of 50.10 feet to a calculated point;
- 4) North 62°20'14" West, a distance of 423.80 feet to a calculated point in the west line of said City of Lubbock tract and the northeast right-of-way line of said Interstate Highway 27;
- 5) North 29°21'50" West, along the west line of said City of Lubbock tract and the northeast rightof-way line of said Interstate Highway 27 a distance of 91.87 feet to the **POINT OF BEGINNING** and containing 0.578 acres (25,198 square feet) of land, more or less.

This description contains a total of 0.578 acres (15,198 square feet) of land, more or less.

Notes

- 1) Bearing basis: Texas State Planes, North Central Zone, NAD83. All distances and coordinates shown are grid values shown in U.S. Survey Feet.
- 2) A Plat of same date accompanies this Description.
- 3) Date of Boundary Survey: Month of May 2024.



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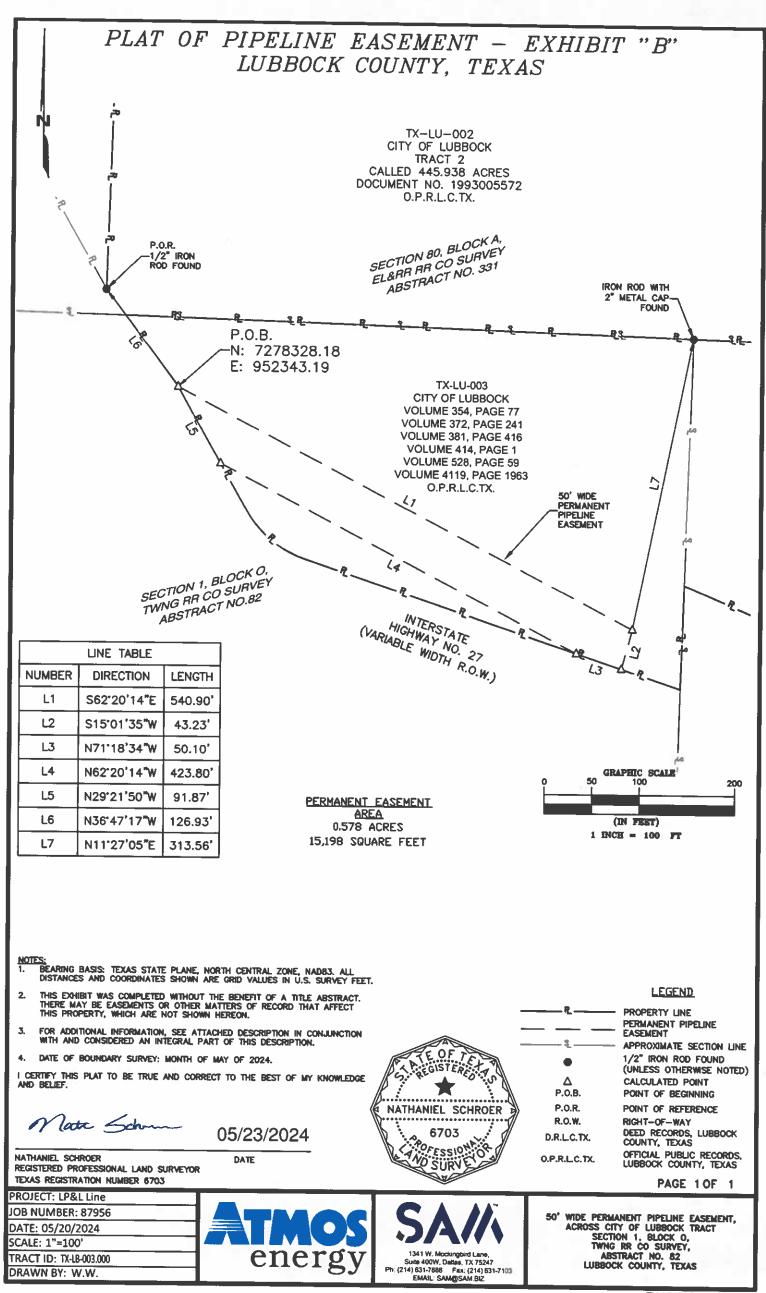
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Surveying And Mapping, LLC 1341 W. Mockingbird Lane, Suite 400W, Dallas, Texas 75247

Mate Schon 05/23/2024

Nathaniel Schroer Date Registered Professional Land Surveyor No. 6703 – State of Texas

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CITY OF LUBBOCK

DESCRIPTION FOR A 50-FOOT PERMANENT PIPELINE EASEMENT

A DESCRIPTION FOR A 50-FOOT PERMANENT PIPELINE EASEMENT, LOCATED IN SECTION 3, BLOCK O, EL&RR RR CO. SURVEY, ABSTRACT NUMBER 24, LUBBOCK COUNTY, TEXAS, BEING WITHIN A CALLED 9.67 ACRE TRACT OF LAND CONVEYED TO CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, IN VOLUME 87, PAGE 199 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (O.P.R.L.C.TX.), SAID PERMANENT PIPELINE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the north line of said 9.67 acre tract, from which a 4x4 concrete monument found in the north right-of-way line of East 19th Street bears, South 32°39'13" East, a distance of 559.70 feet, said POINT OF BEGINNING having grid coordinates of N=7273669.32, E=953960.00.

THENCE, over and across said 9.67 acre tract, the following five (5) courses and distances:

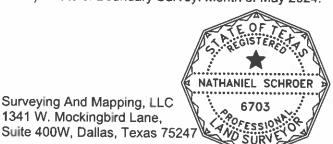
- 1) North 58°18'01" East, along a north line of said 9.67 acre tract a distance of 38.66 feet to a calculated point;
- 2) South 51°41'59" East, a distance of 52.08 feet to a calculated point;
- 3) South 38°47'34" East, a distance of 591.08 feet to a calculated point in the south line of said 9.67 acre tract and the north right-of-way line of East 19th Street, from which a 1/2-inch iron rod found in the north right-of-way line of East 19th Street bears, North 89°53'24" West, a distance of 32.12 feet;
- 4) North 89°53'24" West, along the south line of said 9.67 acre tract and the north right-of-way line of said East 19th Street, a distance of 64.25 feet to a calculated point;
- 5) North 38°47'34" West, a distance of 606.28 feet to the POINT OF BEGINNING and containing 0.709 acres (30,880 square feet) of land, more or less.

This description contains a total of 0.709 acres (30,880 square feet) of land, more or less.

Notes

1341 W. Mockingbird Lane,

- Bearing basis: Texas State Planes, North Central Zone, NAD83. All distances and coordinates 1) shown are grid values shown in U.S. Survey Feet.
- 2) A Plat of same date accompanies this Description.
- 3) Date of Boundary Survey: Month of May 2024.

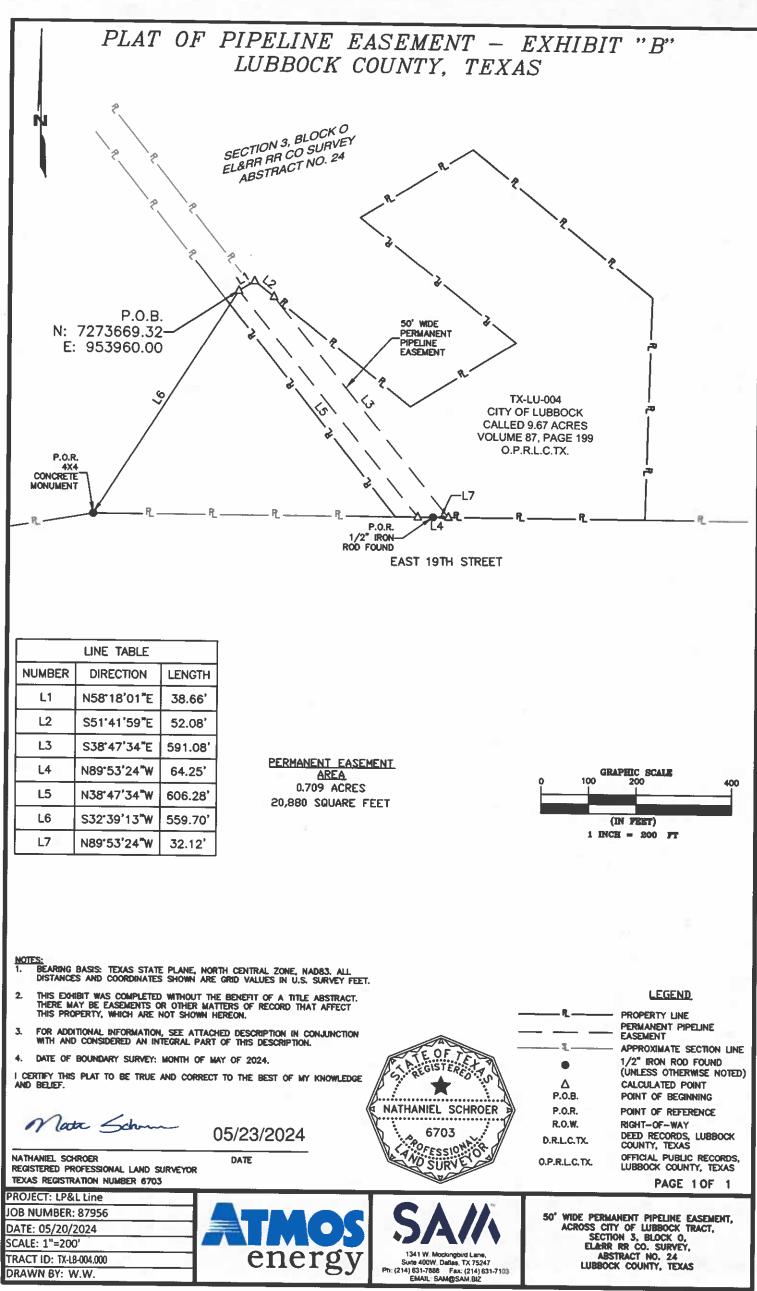


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05/23/2024

Nathaniel Schroer Date Registered Professional Land Surveyor No. 6703 - State of Texas

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CITY OF LUBBOCK

DESCRIPTION FOR A 50-FOOT PERMANENT PIPELINE EASEMENT

A DESCRIPTION FOR A VARIABLE WIDTH PERMANENT PIPELINE EASEMENT, LOCATED IN SECTION 4, BLOCK S, GC&SF RR CO. SURVEY, ABSTRACT NUMBER 448, LUBBOCK COUNTY, TEXAS, BEING WITHIN A CALLED 38.58 ACRE TRACT OF LAND CONVEYED TO CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, IN VOLUME 979, PAGE 647 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (O.P.R.L.C.TX.), SAID PERMANENT PIPELINE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the north line of said 38.58 acre tract, from which a 1/2-inch iron rod with cap stamped "Hugo Reed & Assoc. RPLS 1676" found for the northeast corner of said 38.58 acre tract and being in the south right-of-way line of East Slaton Road bears, South 71°46'06" East, a distance of 2,493.52 feet, said **POINT OF BEGINNING** having grid coordinates of N=725676.11, E=965369.66.

THENCE, over and across said 38.58 acre tract, the following twelve (12) courses and distances:

- 1) South 01°08'05" West, a distance of 999.72 feet to a calculated point;
- 2) South 88°53'07" East, a distance of 446.68 feet to a calculated point;
- 3) North 01°21'47" East, a distance of 42.71 feet to a calculated point;
- South 88°53'07" East, a distance of 50.00 feet to a calculated point;
- 5) South 01°21'47" West, a distance of 42.71 feet to a calculated point;
- 6) South 88°53'07" East, a distance of 382.08 feet to a calculated point:
- 7) North 01°03'04" East, a distance of 437.91 feet to a calculated point in the north line of said 38.58 acre tract;
- 8) South 88°52'09" East, along the north line of said 38.58 acre tract a distance of 50.00 feet to a calculated point;
- South 01°03'04" West, a distance of 487.89 feet to a calculated point in the south line of said 38.58 acre tract;
- 10) North 88°53'07" West, along the south line of said 38.58 acre tract a distance of 978.83 feet to an axel found for the southwest corner of said 38.58 acre tract;
- 11) North 01°08'05" East, along the west line of said 38.58 acre tract a distance of 1,065.12 feet to a calculated point in the north line of said 38.58 acre tract and the south right-of-way line of said East Slaton Road;
- 12) South 71°46'06" East, along the north line of said 38.58 acre tract and the south right-of-way line of said East Slaton Road a distance of 52.31 feet to the POINT OF BEGINNING and containing 2.832 acres (123,341 square feet) of land, more or less.

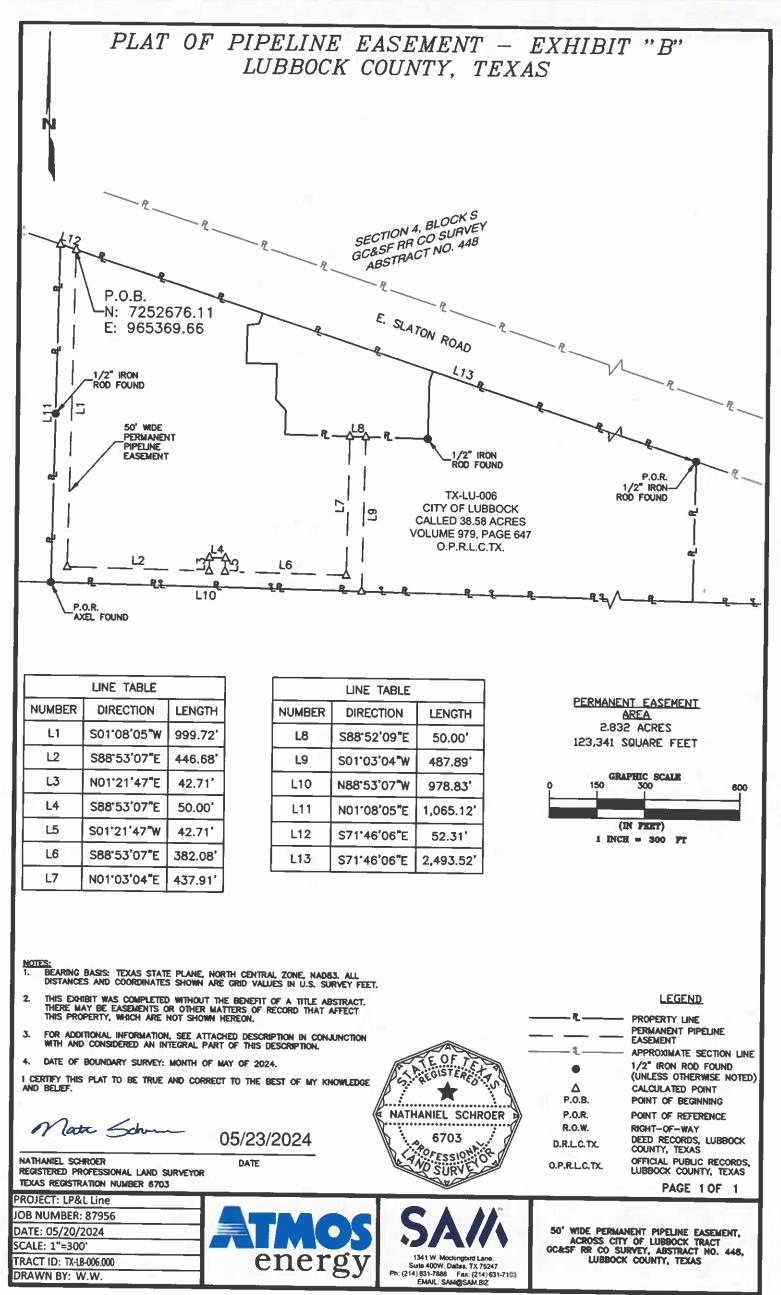
This description contains a total of 2.832 acres (123,341 square feet) of land, more or less.

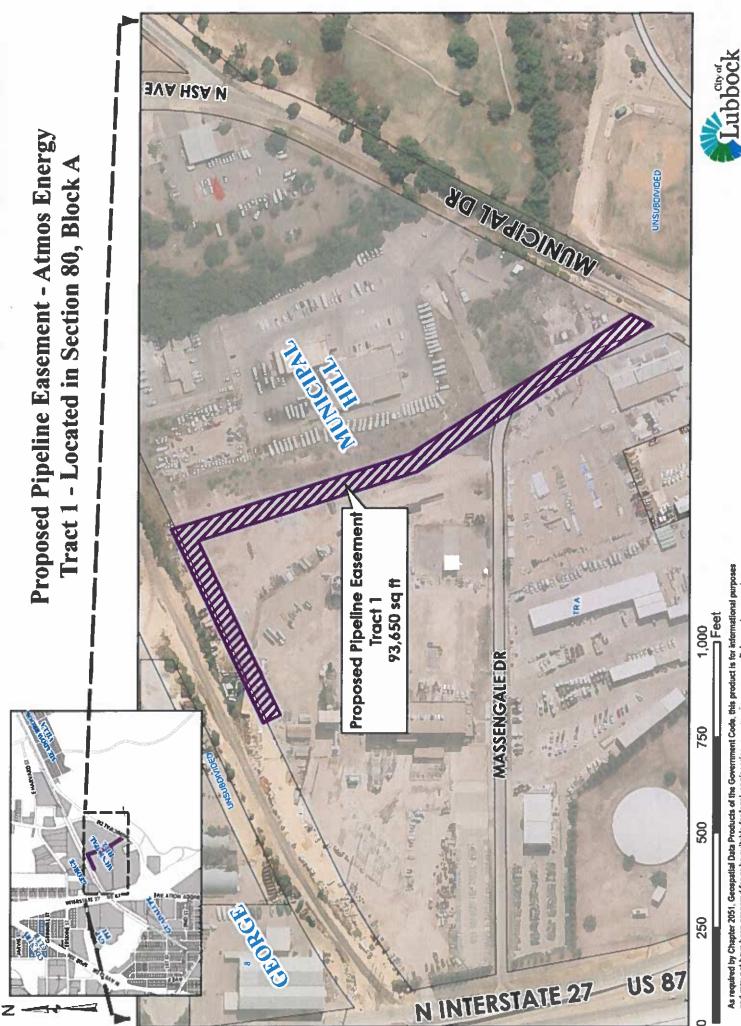
<u>Notes</u>

- 1) Bearing basis: Texas State Planes, North Central Zone, NAD83. All distances and coordinates shown are grid values shown in U.S. Survey Feet.
- 2) A Plat of same date accompanies this Description.
- 3) Date of Boundary Survey: Month of May 2024.



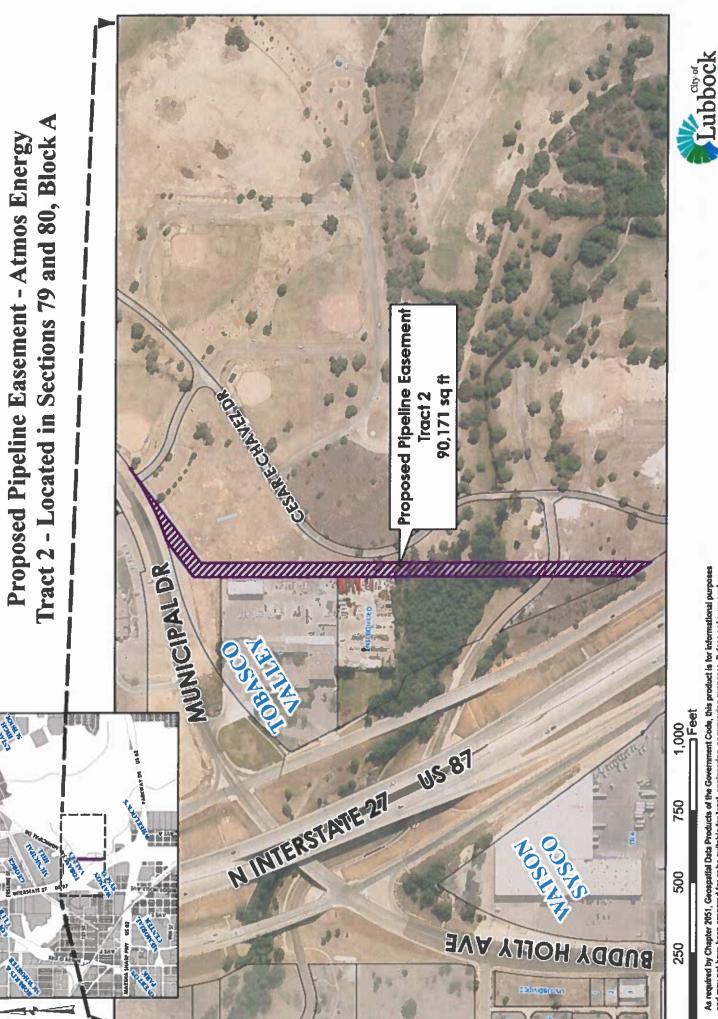
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As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground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

Digital Orthophotography - May 2023



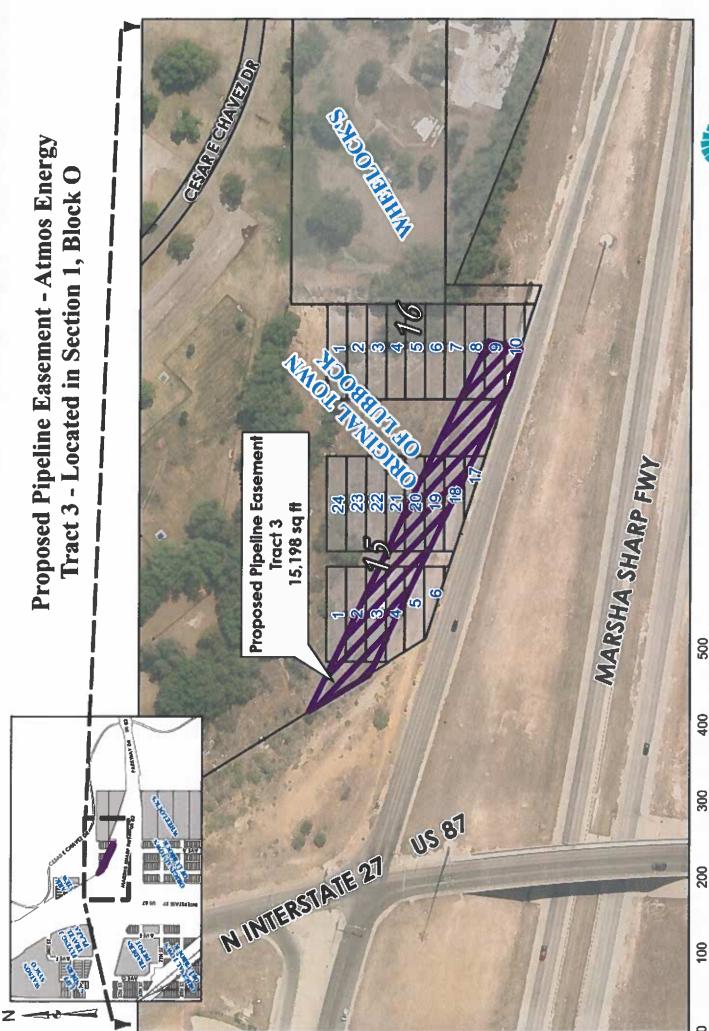
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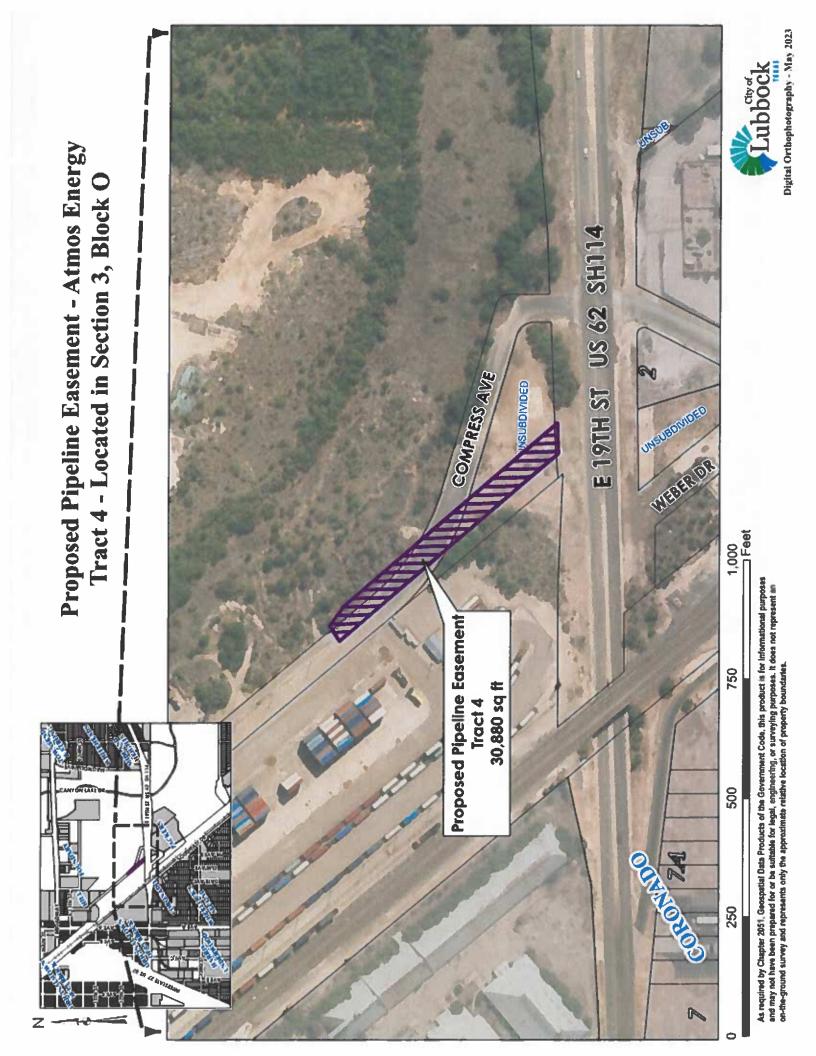
As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes ering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and may not have been prepared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

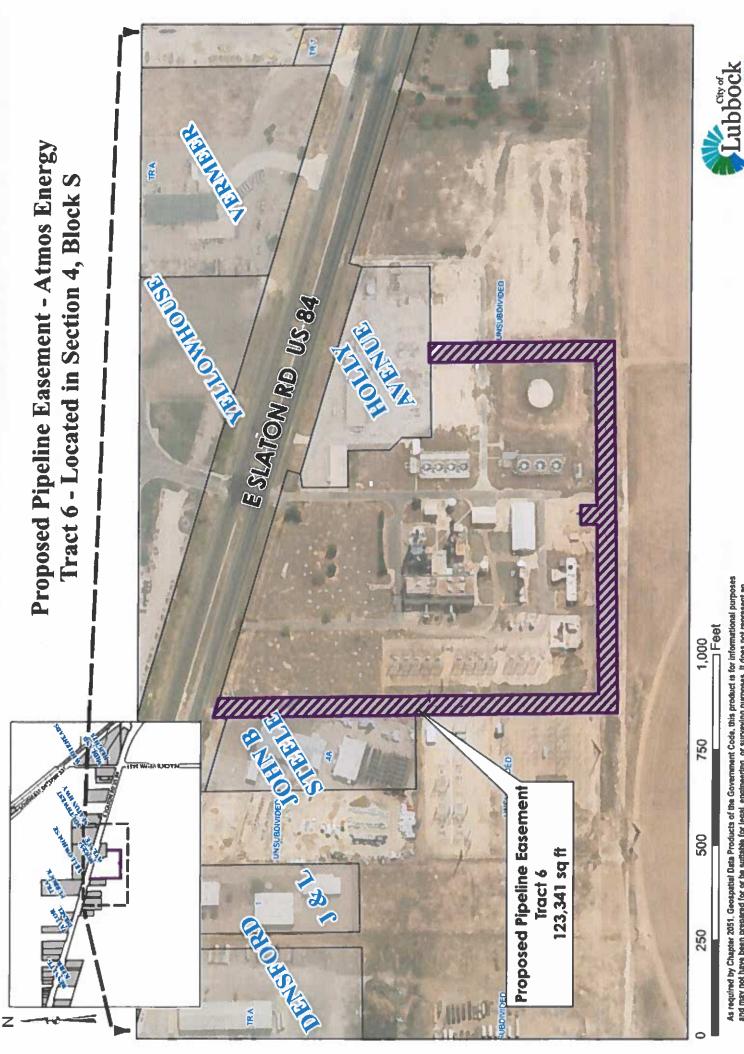
Digital Orthophotography - May 2023



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

As required by Chapter 2051, Geospatial Data Products of the Government Code, this product ta for informational purposes and may not have been prepared for or be suttable 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.



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcel 30), south of 82nd Street and west of Martin Luther King (MLK), Jr. Boulevard, to be utilized for the 82nd Street and MLK Jr. Boulevard 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 (MLK) Jr. Blvd., the following street dedication will allow for the construction of the arterial. Double Slash Ranch, LLC is dedicating right-of-way to the City of Lubbock.

The proponents will dedicate 45,728 square feet of land for street right-of-way purposes, for \$128,540.44 plus \$38,000 as compensation for the improvements within the proposed acquisition area, for a total cost of \$166,540.44 plus closing costs.

Fiscal Impact

The cost of the land acquisition is 166,540.44 plus closing costs, and is funded in Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B.

Staff/Board Recommending

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

Attachments

Resolution - 82nd St. Parcel 30 P30 Deed signed GIS map - 82nd St. Parcel 30 CIP Budget Detail CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to 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 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 30), to be utilized for the 82nd Street and MLK Jr. Boulevard 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:

5 Amy L. Sins, 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.

82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project Parcel No. 30 East 82nd Street & MLK Jr. Blvd., Lubbock, TX 79404 Block E, Section 7, GC & SF R.R. Co. Survey

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

THE STATE OF TEXAS COUNTY OF LUBBOCK

KNOW ALL MEN BY THESE PRESENTS:

THAT **DOUBLE SLASH RANCH**, **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 **the corporation** 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 is retaining title to the following improvements ("Retained Improvements") located on the Property, to wit: Gate.

GRANTOR covenants and agrees to remove the Retained Improvements from the Property by 30 days after closing, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

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 1/2 day of Softander 2024

GRANTOR:

Double Slash Ranch, LLC, a Texas limited liability company

By: Lance E. Pfeiffer-Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbech

This instrument was acknowledged before me on the <u>18</u> day of <u>september</u>, 2024 by Lance E. Pfeiffer, manager of Double Slash Ranch, 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.

JESSI MARIE ISBELL Notary Public, State of Texas Comm. Expires 09-13-2027 Notary ID 134551769

mil

NOTARY PUBLIC, STATE OF TEXAS My Commission Expires: 09-13-2027

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

DESCRIPTION – PARCEL 30

Field notes describing a 1.05 acre Right-of-Way out of a called 14.91 acre tract of land located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 1.05 acre tract of land out of a called 14.91 acre tract described in a Special Warranty Deed with Vendor's Lien to Double Slash Ranch, recorded in County Clerk File Number 2015028276 of the Official Public Records of Lubbock County, Texas, located in Section 7, 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: 7,253,360.46', E: 956,655.39') for the northwest corner of this tract on the common west line of said called 14.91 tract and east line of a called 150.97 acre tract of land described in a Warranty Deed with Vendor's Lien to Lone Oak Homes, L.C. recorded in County Clerk File Number 2012000935 of the Official Public Records of Lubbock County, Texas, and on the south line of a 30 feet wide Lubbock County right-of-way easement for 82nd Street described in Volume 500, Page 649 of the Official Public Records of Lubbock County, Texas, from which a Railroad Spike (N: 7,253,537.48', E: 952,252.99') found for the northwest corner of said Section 7, bears North 01°15'02" East, 30.00 feet and North 88°05'16" West, 4,405.52 feet

THENCE South 88°05'16" East, along the south line of said 82nd Street, a distance of 863.88 feet to a Point for the northeast corner of this tract on the common east line of said called 14.91 acre tract and west line of Martin Luther King Jr. Boulevard as shown on the S.I. Johnson's Sub-Division, recorded as Volume 59, Page 354 of the Official Public Records of Lubbock County, Texas, from which the northeast corner of said Section 7 bears North 01°49'57" East, 30.00 feet;

THENCE South 01°49'57" West, along said common line, a distance of **388.91 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" (N: 7,252,942.92', E: 957,506.36') set for the southeast corner of this tract;

THENCE along a Curve to the left with a Radius of 1,677.74 feet, Arc Length of 109.90 feet, Delta Angle of 03°45'11", and Chord Bearing and Distance of North 00°33'05" West, 109.88 feet, to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" set for a corner of this tract;

THENCE along a Curve to the right with a Radius of 1,695.45 feet, Arc Length of 128.20 feet, Delta Angle of 04°19'57", and Chord Bearing and Distance of North 00°15'42" West, 128.17 feet, to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" set for a corner of this tract;

THENCE North 01°54'16" East, a distance of **71.06 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" set for a corner of this tract;

THENCE North 43°05'30" West, a distance of **42.43 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" set for a corner of this tract;

THENCE North 88°05'16" West, a distance of **824.24 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" set for the southwest corner of this tract on the common west line of said called 14.91 acre tract and east line of said called 150.97 acre tract;

THENCE North 01°15'02" East, along said common line, a distance of **49.99 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 1.05 acre (45,728 square feet) of land.

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 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.

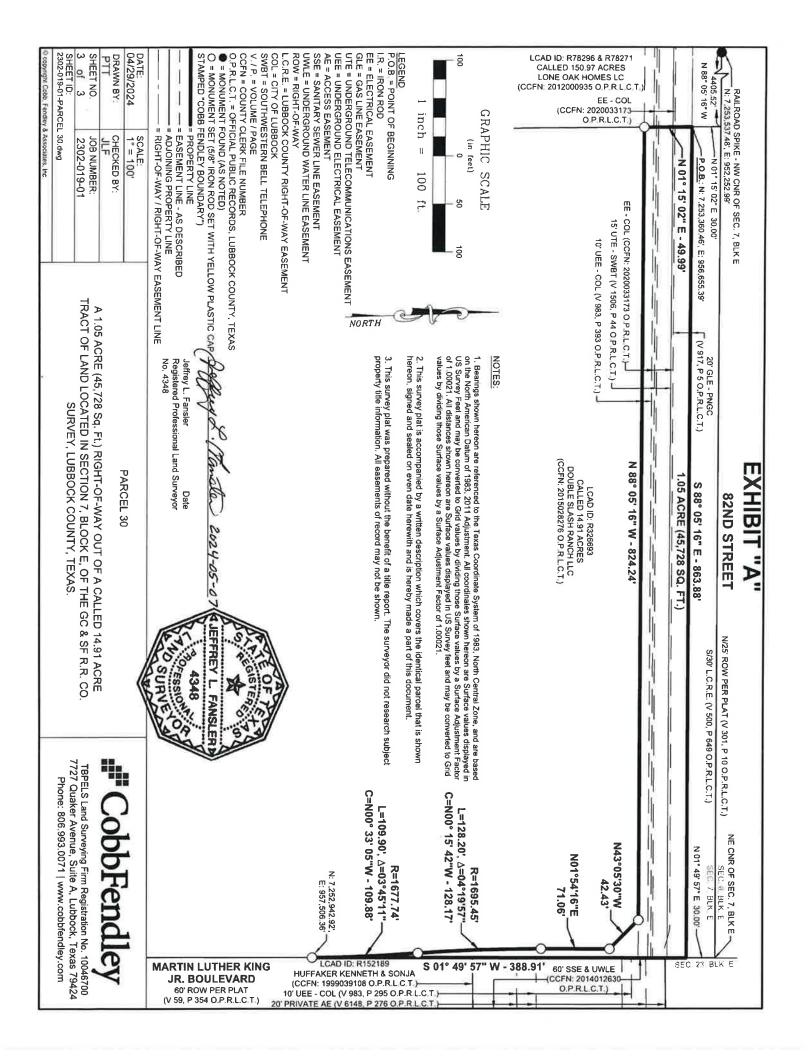
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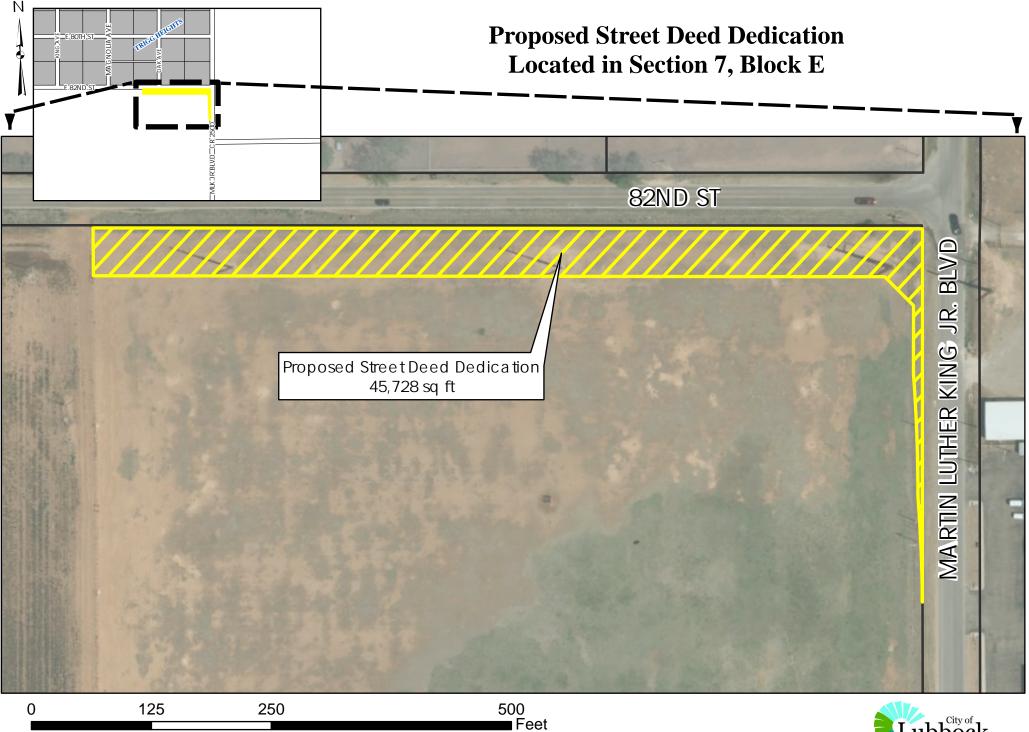
Jeffrey L. Fansler Date Registered Professional Land Surveyor Texas Registration No. 4348

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

7727 Quaker Avenue, Suite A, Lubbock, Texas 79424







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City of Lubbock, TX Capital Project Project Cost Detail October 22, 2024

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

Encumbered/Expended	I	Budget
City of Lubbock Staff Time	\$	14,364
Contract 17088 with LAN for Design Services on 82nd and MLK		3,424,877
Playa Lake 82 Land Purchase		700,000
Previous Project Land Purchase's		1,892
Agenda Items, October 22 2024		
Parcel 9, 16, 17, 30, & 34 Land Purchase		231,969
Encumbered/Expended To Date		4,373,101
Estimated Costs for Remaining Appropriation		
Purchase of Land and Roadway Construction		1,326,899
Remaining Appropriation		1,326,899
Total Appropriation	\$	5,700,000

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

New Roadway Infrastructure

Rateliffe

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-land 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 Hig	ghlights			Project History				
Public Saf Communit	riorities Addressed fety ty Improvement id Development	:		• FY 2022-2 Ord. 2022	:3 \$5,700,000 -00169	was approp	riated by	
Project Da	ates			Project Loca	tion			
Design Sta	art Date: 01/2023			82nd St and Martin Luther King Boulevard				
Design Co	mpletion: 01/2025	5						
Bid for Co	nstuction: 09/202	5						
Award Cor	nstruction: 11/202	5						
Project Co	mpletion: 04/2029	9						
Project Ap	ppropriations							
	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



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, two (2) Street, Public Use, and Right-of-Way Deeds, and all related documents, in connection with certain real property located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, (Parcels 16 and 17), at 82nd Street and Avenue D and 82nd Street and Avenue F, to be utilized for the 82nd Street and Martin Luther King, Jr. Boulevard 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. Kenneth Scott Huffaker is dedicating right-of-way to the City of Lubbock.

The proponent will dedicate 135 square feet of land for street right-of-way purposes, for \$1,000 plus closing costs.

Fiscal Impact

The cost of the land acquisition is 1,000, plus closing costs and is funded in Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B.

Staff/Board Recommending

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

Attachments

Resolution 82nd St Parcel 16 & 17 Parcel 16 - Deed Parcel 17 - Deed GIS Map 82nd St Parcel 16 & 17 CIP Budget Detail CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock two (2) street, public use, and right-of-way deed in connection with certain real property located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcels 16 and 17), to be utilized for the 82nd Street and MLK Jr. Boulevard 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:

my L. Sims, Deputy City Attorney

RES. Street and ROW Deed- Section 8, Block E- Parcels 16 and 17

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.

82nd Street and MLK Jr. Blvd Reconstruction Parcel No. 16 8201 AVE F, LUBBOCK, TX 79404, Lubbock County, Texas EIGHTY SECOND ACS N70' OF L2, Lubbock County, Texas

<u>CITY OF LUBBOCK</u> STREET, PUBLIC USE AND RIGHT OF WAY DEED

THE STATE OF TEXAS	§ 8	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK	ş Ş	KNOW ALL MEN DI THESE INESENTS.

THAT Kenneth Scott Huffaker, a single man, 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 23eD day of SUPHIMOLY, 2024.

GRANTOR:

K Scott Huffaker, AKA Kenneth Scott Huffaker, a single man

K. Scott Huffaker AKA Kenneth Scott Huffaker

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF JAY2A

This instrument was acknowledged before me on the <u>23</u>²⁰ day of <u>Suptemptive</u>, 2024 by K. Scott Huffaker, AKA Kenneth Scott Huffaker, a single man. The acknowledging person personally appeared by:

physically appearing before me.

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



NOTARY PUBLIC, STATE OI My Commission Expires: DIOIOI

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

DESCRIPTION – PARCEL 16 - ROW

Field notes describing a 71 square feet right-of-way out of Lot 2 of the 82nd Acres Addition to the City of Lubbock, located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 71 square feet tract of land out of Lot 2 of the 82nd Acres Addition to the City of Lubbock as shown in Volume 1612, Page 793, of the Official Public Records of Lubbock County, Texas, located in Section 8, 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 1/2 inch square tube (N: 7,253,516.34', E: 950,462.58') set for the northeast corner of this tract and being the same as the most northern northwest corner of said Lot 2 on the south line of 82nd Street as shown on said 82nd Acres Addition, from which a Rail Road Spike (N: 7,253,537.48', E: 952,252.99') found for the northeast corner of said Section 8 bears North 01°44'33" East, 75.57 feet and South 88°15'27" East, 1,788.93 feet and a 1/2 inch square tube found for the northeast corner of said Lot 2, bears South 84°50'31" East, 75.98 feet and South 88°15'54" East, 7.17 feet;

THENCE South 48°26'48" West, a distance of **21.84 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,501.85', E: 950,446.24') set for the southwest corner of this tract on the east line of Avenue F as shown on said 82nd acres Addition and being the same as the most western northwest corner of said Lot 2;

THENCE Along the northwest line of said Lot 2, along a **Curve** to the right with a **Radius of 15.00 feet**, **Arc Length of 24.46 feet**, **Delta Angle of 93°25'23**", and **Chord Bearing and Distance of North 48°26'48" East, 21.84 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 71 square feet of land.

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 displayed in US Survey feet and may be converted to Grid values by dividing those 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.

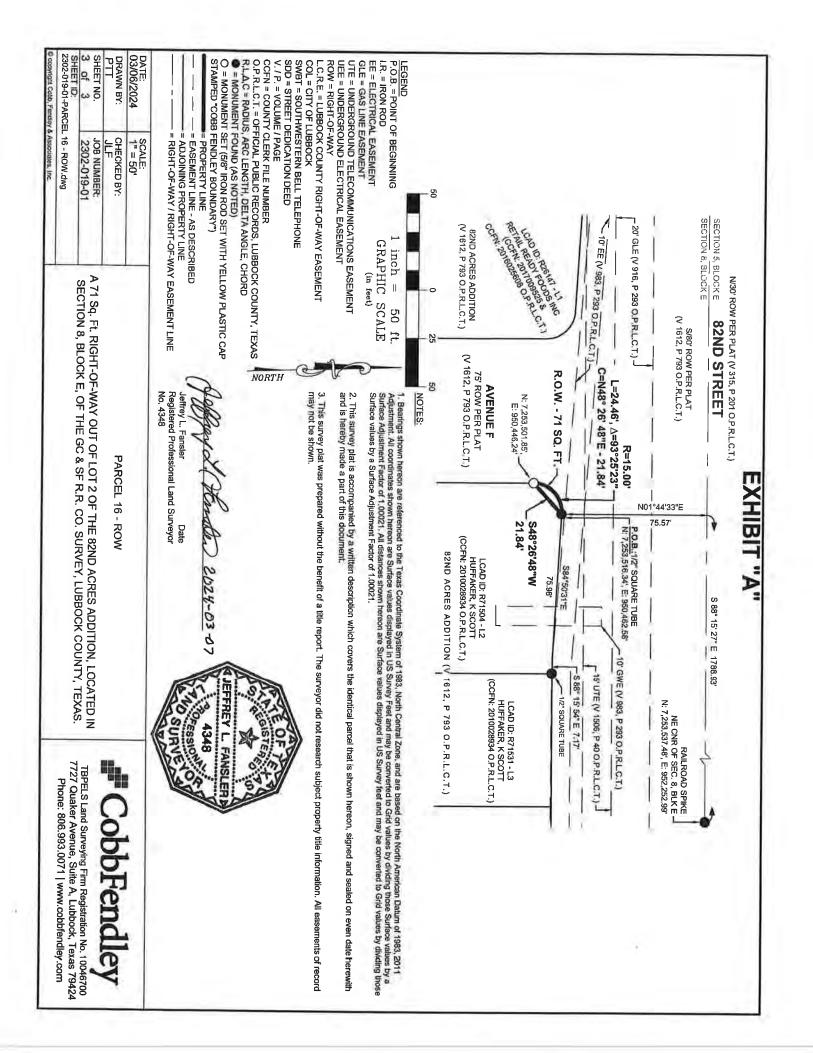
Brey L. Handler

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





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.

82nd Street and MLK Jr. Blvd Reconstruction Parcel No. 17 SW Corner of 82nd Street and Ave D, Lubbock, TX 79404, Lubbock County, Texas Eighty Second ACS N70' OF L 7 & N 70' OF E 15.88' OF L6, Lubbock County, Texas

<u>CITY OF LUBBOCK</u> STREET, PUBLIC USE AND RIGHT OF WAY DEED

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

THAT Kenneth Scott Huffaker, AKA Scott Huffaker, a single man, 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 23 day of Supermour, 2024.

GRANTOR:

Kenneth Scott Huffaker, AKA Scott Huffaker, a single man

Kenneth Scott Huffaker, AKA Scott Huffaker, a single man

ACKNOWLEDGEMENT

STATE OF TEKAS

COUNTY OF CARLA

This instrument was acknowledged before me on the 23th day of SUDHUMDER 2024 by Kenneth Scott Huffaker, AKA Scott Huffaker, a single man. The acknowledging person personally appeared by:

Physically appearing before me.

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



NOTARY PUBLIC My Commission Expires:

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

DESCRIPTION – PARCEL 17 - ROW

Field notes describing a 64 square feet right-of-way out of Lot 8 of the 82nd Acres Addition to the City of Lubbock, located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 64 square feet tract of land out of Lot 7 of the 82nd Acres Addition to the City of Lubbock as shown in Volume 1612, Page 793, of the Official Public Records of Lubbock County, Texas, located in Section 8, 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 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,499.10', E: 950,881.61') set for the northwest corner of this tract and being the same as the most northern northeast corner of said Lot 7 on the south line of 82nd Street as shown on said 82nd Acres Addition, from which a Rail Road Spike (N: 7,253,537.48', E: 952,252.99') found for the northeast corner of said Section 8 bears North 01°44'33" East, 80.00 feet and South 88°15'27" East, 1,369.58 feet and a 1/2 inch square tube found for reference bears South 88°15'54" East, 14.93 feet;

THENCE Along the northeast line of said Lot 7, along a **Curve** to the right with a **Radius of 15.00 feet**, **Arc Length of 23.56 feet**, **Delta Angle of 89°59'17"**, and **Chord Bearing and Distance of South 43°15'32" East, 21.22 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,483.65', E: 950,896.15') set for the southeast corner of this tract and being the same as most eastern northeast corner of said Lot 7 on the west line of Avenue D as shown on said 82nd Acres Addition;

THENCE North 43°15'32" West, a distance of **21.22 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 64 square feet of land.

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 displayed in US Survey feet and may be converted to Grid values by dividing those 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.

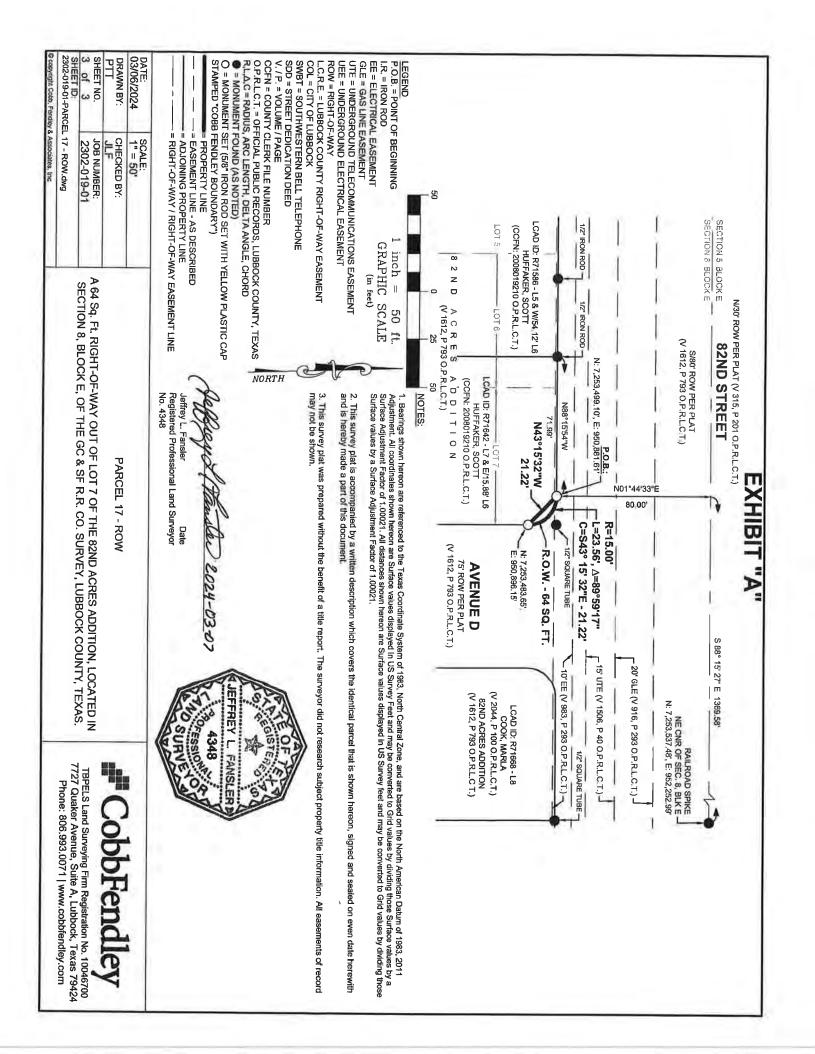
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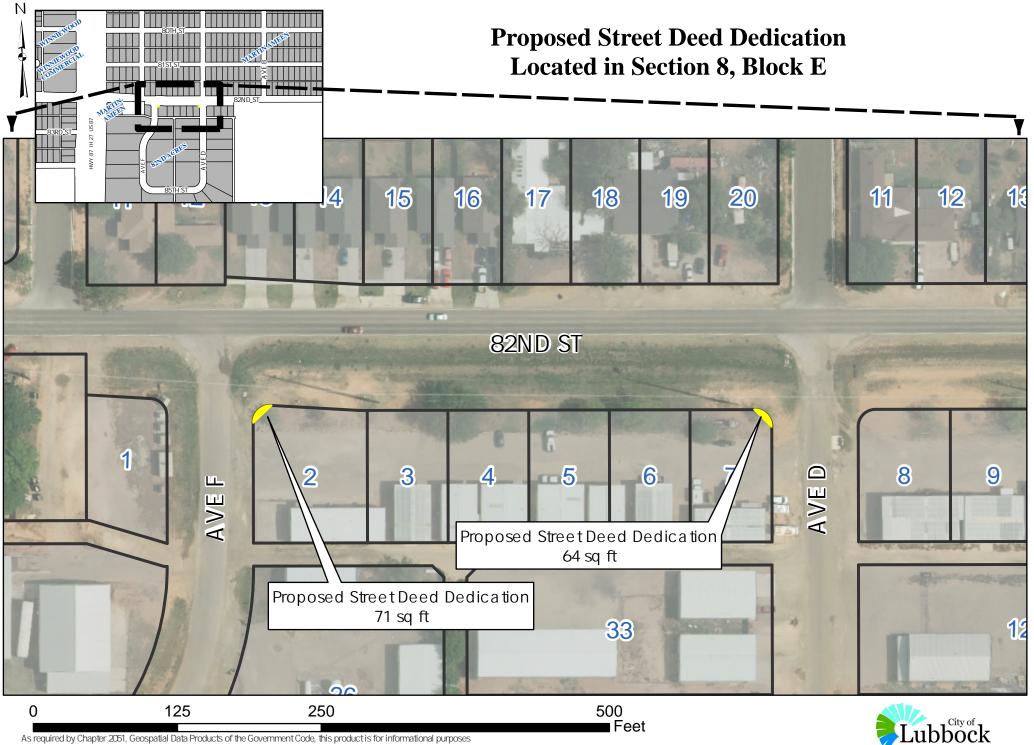
Jeffrey L. Fansler Date Registered Professional Land Surveyor Texas Registration No. 4348

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

7727 Quaker Avenue, Suite A, Lubbock, Texas 79424







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.

TEXAS Digital Orthophotography - May 2023

City of Lubbock, TX Capital Project Project Cost Detail October 22, 2024

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

Encumbered/Expended	I	Budget
City of Lubbock Staff Time	\$	14,364
Contract 17088 with LAN for Design Services on 82nd and MLK		3,424,877
Playa Lake 82 Land Purchase		700,000
Previous Project Land Purchase's		1,892
Agenda Items, October 22 2024		
Parcel 9, 16, 17, 30, & 34 Land Purchase		231,969
Encumbered/Expended To Date		4,373,101
Estimated Costs for Remaining Appropriation		
Purchase of Land and Roadway Construction		1,326,899
Remaining Appropriation		1,326,899
Total Appropriation	\$	5,700,000

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

New Roadway Infrastructure

Rateliffe

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-land 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 Hig	ghlights			Project History				
Public Saf Communit	riorities Addressed fety ty Improvement id Development	:		• FY 2022-2 Ord. 2022	:3 \$5,700,000 -00169	was approp	riated by	
Project Da	ates			Project Loca	tion			
Design Sta	art Date: 01/2023			82nd St and Martin Luther King Boulevard				
Design Co	mpletion: 01/2025	5						
Bid for Co	nstuction: 09/202	5						
Award Cor	nstruction: 11/202	5						
Project Co	mpletion: 04/2029	9						
Project Ap	ppropriations							
	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



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Tract A of Nelson Electric Addition to the City of Lubbock, Lubbock County, Texas (Parcel 34), east of the Martin Luther King (MLK), Jr. Boulevard between 74th Street and 76th Street, to be utilized for the 82nd Street and MLK, Jr. Boulevard 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. Boulevard, the following street dedication will allow for the construction of the arterial. Matthew Herman Hamel is dedicating right-of-way to the City of Lubbock.

The proponents will dedicate 28,321 square feet of land for street right-of-way purposes for \$59,216, plus \$22,275 as compensation for the improvements located within the proposed acquisition area, for a total of \$81,491, plus closing costs.

Fiscal Impact

The cost of the land acquisition is \$81,491, plus closing costs and is funded in Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B.

Staff/Board Recommending

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

Attachments

Resolution - MLK - P34 P34_Deed_Signed P34_GIS Map CIP Budget Detail CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock a street, public use, and right-of-way deed in connection with certain real property located in Tract A of the Nelson Electric Addition to the City of Lubbock, Lubbock County, Texas (Parcel 34), to be utilized for the 82nd Street and MLK Jr. Boulevard 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 I . Sipis, 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.

82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project Parcel No. 34 7413 MLK Boulevard, Lubbock, TX 79404 Block E, Section 23, SI Johnson Survey and Nelson Electric Tr A

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 **MATTHEW HERMAN HAMEL**, a married person, dealing with his sole and separate property and estate, not joined herein by my spouse as this does not constitute any portion of my homestead or community property, 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 is retaining title to the following improvements ("Retained Improvements") located on the Property, to wit: Gravel (830 SY), Barbed Wire Fence (785 LF), H-Braces, Pipe Gate.

GRANTOR covenants and agrees to remove the Retained Improvements from the Property by 30 days after closing, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

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 ist day of October, 2024

hew Herman Hamel

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LIDDOCK

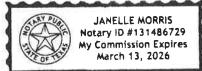
This instrument was acknowledged before me on the 1^{st} day of October, 2024 by Matthew Herman Hamel. The acknowledging person personally appeared by:

physically appearing before me.

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

NOTARY PUBLIC, STATE OF TEXAS 3/13/2026 My Commission Expires:

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



DESCRIPTION - PARCEL 34

Field notes describing a 0.65 acre right-of-way out of Tract A of the Nelson Electric Addition and the remainder of a called 20.52 acre tract, located in Section 23, Block E, of the SI Johnson Survey, Lubbock County, Texas.

BEING a 0.65 acre tract of land out of Tract A of the Nelson Electric Addition, as recorded in Volume 1592, Page 852 of the Official Public Records of Lubbock County, Texas, and the remainder of a called 20.52 acre tract described in a Quitclaim Deed to Matthew Herman Hamel, recorded in County Clerk File Number 2010006528 of the Official Public Records of Lubbock County, Texas, situated in Section 23, Block E of the SI Johnson Survey, Lubbock County, Texas, and further described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,255,262.21', E: 957,690.47') set for the southeast corner of this tract on the common south line of said Tract A and north line of a tract of land described as "Tract 1" in a Correctional Special Warranty Deed to the Bernie J. Thiel, Jr. Trust, recorded as County Clerk File Number 2022050600 of the Official Public Records of Lubbock County, Texas, from which a 1/2 inch iron rod (N: 7,253,288.01', E: 958,643.06') found for the southwest corner of Section 3, Block S, of the GC & SF R.R. CO. Survey, bears South 01°49'37" West, 1,955.78 feet and South 88°54'14" East, 1,015.14 feet;

THENCE North 88°52'10" West, along said common line, a distance of **35.06 feet** to a Point for the southwest corner of this tract and being the same as the southwest corner of said Tract A and southeast corner of Martin Luther King Jr. Boulevard as shown on said Nelson Electric Addition;

THENCE North 01°49'18" East, along the common west line of said Tract A and east line of said Martin Luther King Jr. Boulevard, a distance of **400.06 feet** to a 1/2 iron rod with cap stamped "HUGO REED & ASSOC." found for a corner of this tract and being the same as the northwest corner of said Tract A and northeast corner of said Martin Luther King Jr. Boulevard;

THENCE North 88°50'58" West, along the north line of said Martin Luther King Jr. Boulevard, a distance of **15.00 feet** to a Point for a corner of this tract on the east line of the part of Martin Luther King Jr. Boulevard shown on the S.I. Johnson's Sub-Division, recorded as Volume 59, Page 354 of the Official Public Records of Lubbock County, Texas;

THENCE North 01°49'18" East, along the east line of said Martin Luther King Jr. Boulevard, as shown on said S.I. Johnson's Sub-Division, a distance of **285.11 feet** to a 1/2 inch iron rod with cap stamped "WSCI RPLS 4239" found for the northwest corner of this tract and being the same as the southwest corner of a called 12.987 acre tract described in a Special Warranty Deed to The Kinsey 2015 Real Estate Trust, recorded in County Clerk File Number 2018043482 of the Official Public Records of Lubbock County, Texas, on the north line of said called 20.52 acre tract;

THENCE South 88°45'15" East, along the common north line of said called 20.52 acre tract and south line of said called 12.987 acre tract, a distance of **50.13 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,255,946.94', E: 957,712.32') set for the northeast corner of this tract;

EXHIBIT "A"

THENCE South 01°49'37" West, a distance of **685.07 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.65 acres (28,321 square feet) of land.

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 displayed in US Survey feet and may be converted to Grid values by dividing those 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.

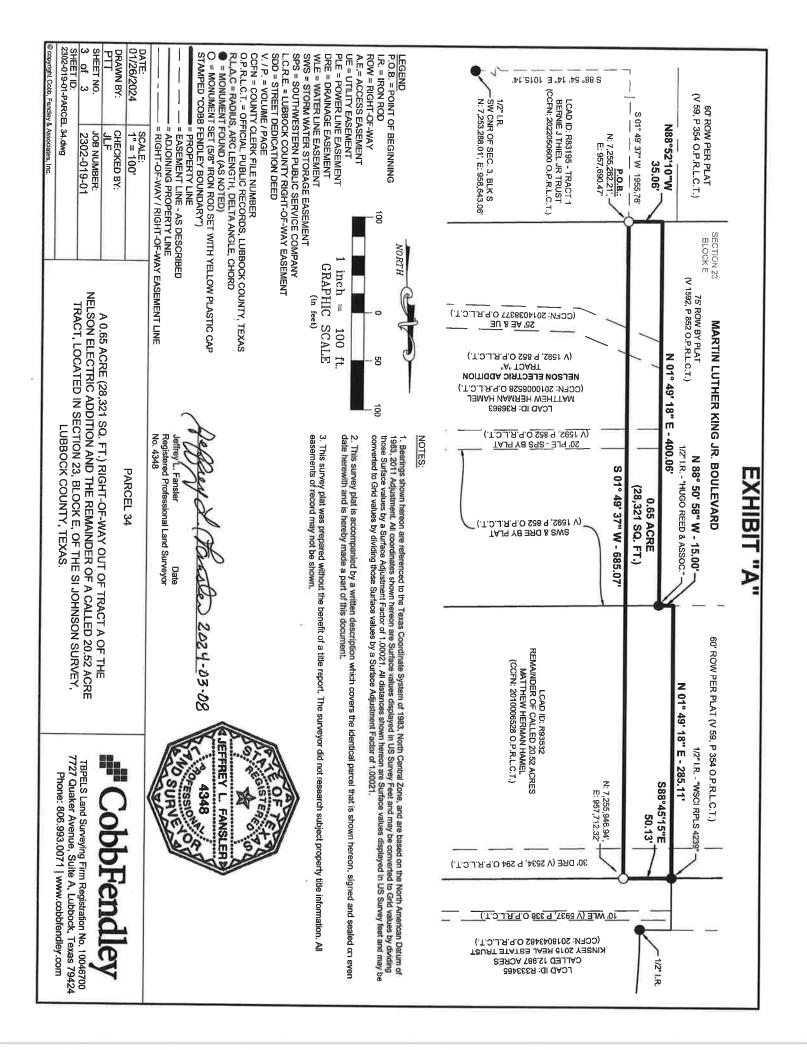
frey L. Fanales 2024-03-08

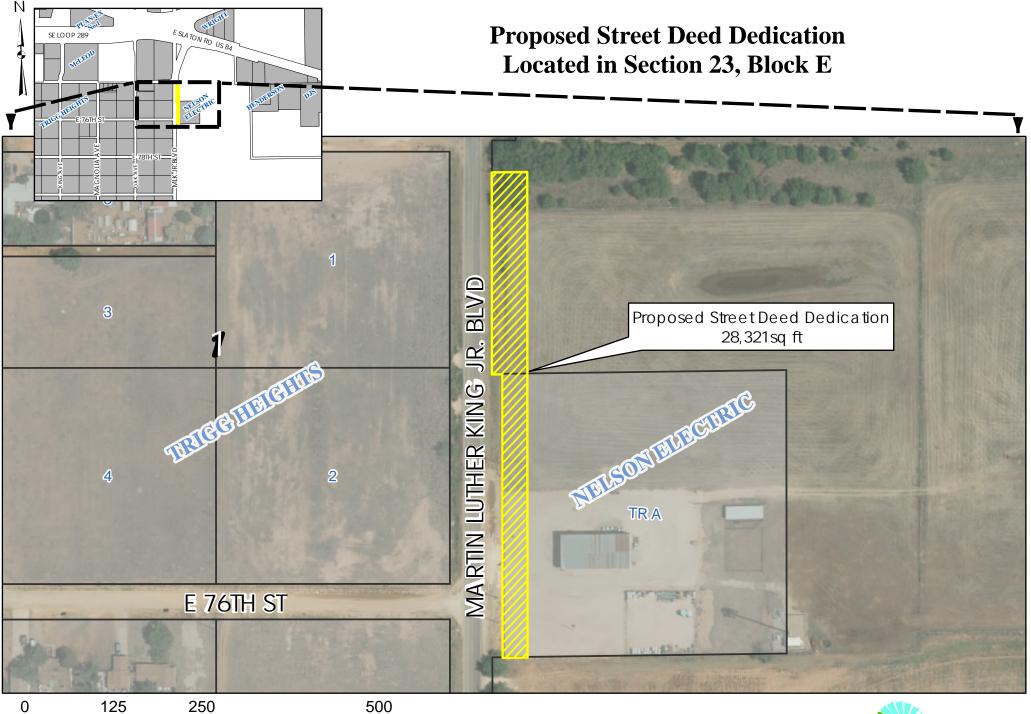
Jeffrey L. Fansler Date Registered Professional Land Surveyor Texas Registration No. 4348

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

7727 Quaker Avenue, Suite A, Lubbock, Texas 79424







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Feet



City of Lubbock, TX Capital Project Project Cost Detail October 22, 2024

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

Encumbered/Expended	I	Budget
City of Lubbock Staff Time	\$	14,364
Contract 17088 with LAN for Design Services on 82nd and MLK		3,424,877
Playa Lake 82 Land Purchase		700,000
Previous Project Land Purchase's		1,892
Agenda Items, October 22 2024		
Parcel 9, 16, 17, 30, & 34 Land Purchase		231,969
Encumbered/Expended To Date		4,373,101
Estimated Costs for Remaining Appropriation		
Purchase of Land and Roadway Construction		1,326,899
Remaining Appropriation		1,326,899
Total Appropriation	\$	5,700,000

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

New Roadway Infrastructure

Rateliffe

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-land 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 Hig	ghlights			 Project History FY 2022-23 \$5,700,000 was appropriated by Ord. 2022-00169 				
Public Saf Communit	riorities Addressed fety ty Improvement id Development	:						
Project Da	ates			Project Location 82nd St and Martin Luther King Boulevard				
Design Sta	art Date: 01/2023							
Design Co	mpletion: 01/2025	5						
Bid for Co	nstuction: 09/202	5						
Award Cor	nstruction: 11/202	5						
Project Co	mpletion: 04/2029	9						
Project Ap	ppropriations							
	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



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Lot 2, Block 16, of the Trigg Heights Addition to the City of Lubbock, Lubbock County, Texas (Parcel 9), north of 82nd Street between King Avenue and Ivory Avenue, to be utilized for the 82nd Street and Martin Luther King, Jr. Boulevard 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. Kenneth Alan Wigner is dedicating right-of-way to the City of Lubbock.

The proponents will dedicate 1,525 square feet of land for street right-of-way purposes, for \$3,292.50, plus \$1,920.00 as compensation for the improvements located within the proposed acquisition area for a total of \$5,212.50, plus closing costs.

Fiscal Impact

The cost of the land acquisition is \$5,212.50, plus closing costs, and is funded in Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B.

Staff/Board Recommending

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

Attachments

Resolution 82nd - P9 P9_Deed_Signed GIS Map 82nd - P9 CIP Budget Detail CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock a street, public use, and right-of-way deed in connection with certain real property located in Lot 2, Block 16 of the Trigg Heights Addition to the City of Lubbock, Lubbock County, Texas (Parcel 9), to be utilized for the 82nd Street and MLK Jr. Boulevard 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:

Sims, Deputy City Attorney Amy L

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.

82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project Parcel No. 9 911 East 82nd Street, Lubbock, TX 79404 Lots 1, 2 & 4, Block 16, Trigg Heights

§

§

§

<u>CITY OF LUBBOCK</u> <u>STREET, PUBLIC USE AND RIGHT OF WAY DEED</u>

THE STATE OF TEXAS COUNTY OF LUBBOCK

KNOW ALL MEN BY THESE PRESENTS:

THAT **KENNETH ALAN WIGNER, A SINGLE MAN**, 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 26 day of SEPTEMBER, 2024

GRANTOR: Kenneth Alan Wigner, a single man

Kenneth Alam Wigner

Kenneth Alan Wigner

ACKNOWLEDGEMENT

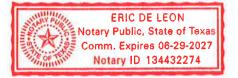
STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 26^{m} day of September, 2024 by Kenneth Alan Wigner. The acknowledging person personally appeared by:

 \checkmark 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.



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

EXHIBIT "A"

DESCRIPTION -- PARCEL 9

Field notes describing a 1,525 square feet right-of-way out of Lot 2, Block 16 of the Trigg Heights Addition, located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 1,525 square feet tract of land out of Lot 2, Block 16 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;

BEGINNNING at a Point (N: 7,253,453.55', E: 955,515.73') for the southeast corner of this tract and being the same as the southeast corner of said Lot 2, from which a Railroad 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, 3,263.75 feet;

THENCE North 88°05'16" West, along the common south line of said Lot 2 and north line of 82nd Street as shown on said Trigg Heights Addition, a distance of **305.06 feet** to a Point for the southwest corner of this tract and being the same as the southwest corner of said Lot 2, the southeast corner of Lot 4, Block 16, of said Trigg Heights Addition and the southeast corner of a Lubbock County Right-of-Way Easement for 82nd Street described in Volume 500, Page 655 of the Official Public Records of Lubbock County, Texas;

THENCE North 01°51'27" East, along the common west line of said Lot 2 and east line of said Lot 4, a distance of **5.00 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,468.73', E: 955,211.10') set for the northwest corner of this tract and being the same as the northeast corner of said Lubbock County Right-of-Way Easement;

THENCE South 88°05'16" East, a distance of **305.06 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for the northeast corner of this tract, on the common east line of said Lot 2 and west line of King Avenue, as shown on said Trigg Heights Addition, from which a 1/2 inch iron rod with cap stamped "HUGO REED & ASSOC. RPLS 4515" found for the northeast corner of Lot 1, Block 16 of said Trigg Heights Addition, bears North 01°51°21" East, 606.37 feet;

THENCE South 01°51'21" West, along said common line, a distance of **5.00 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 1,525 square feet.

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 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.

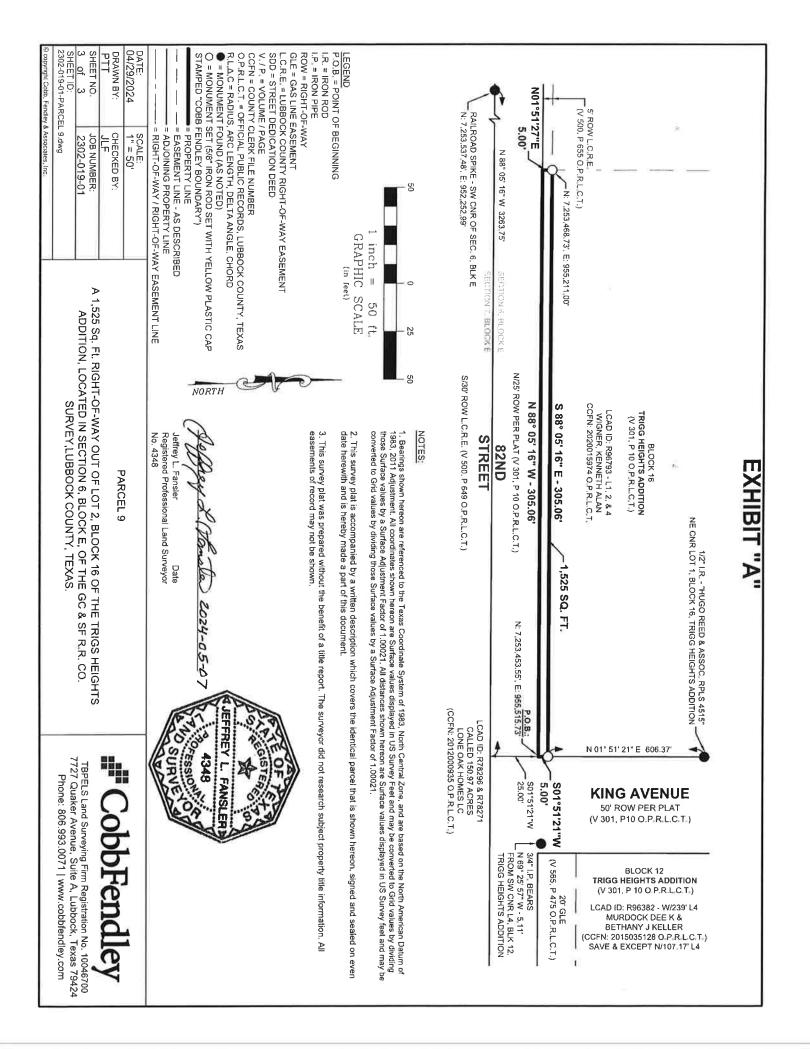
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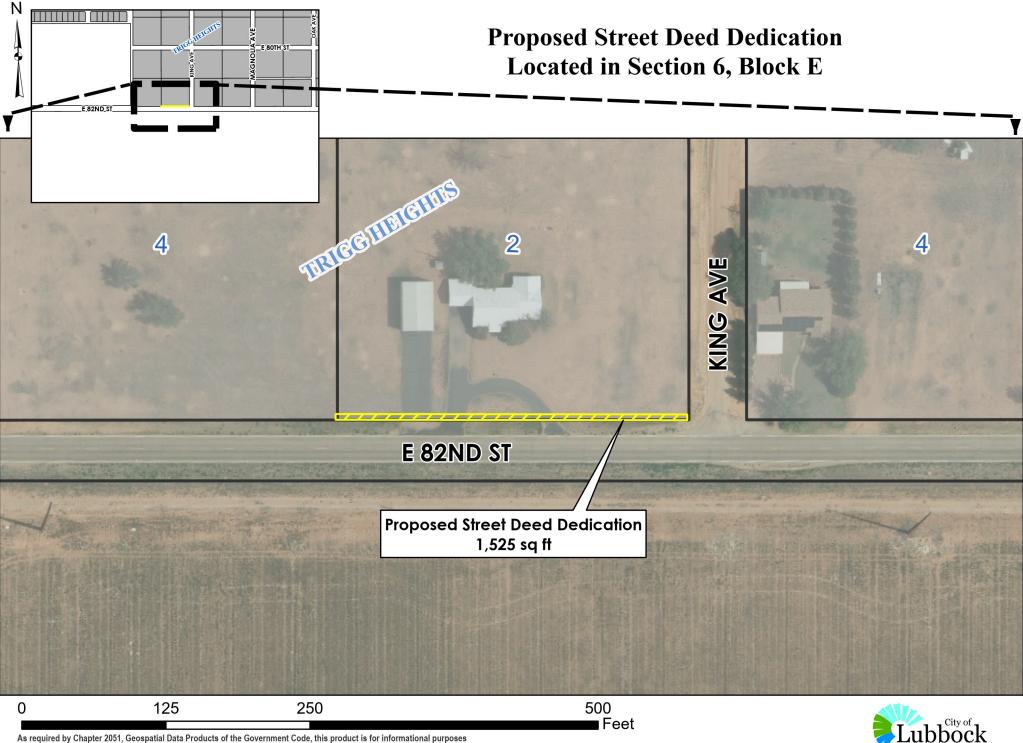
Jeffrey L. Fansler Date Registered Professional Land Surveyor Texas Registration No. 4348

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

7727 Quaker Avenue, Suite A, Lubbock, Texas 79424







As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purpose 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

City of Lubbock, TX Capital Project Project Cost Detail October 22, 2024

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

Encumbered/Expended	I	Budget
City of Lubbock Staff Time	\$	14,364
Contract 17088 with LAN for Design Services on 82nd and MLK		3,424,877
Playa Lake 82 Land Purchase		700,000
Previous Project Land Purchase's		1,892
Agenda Items, October 22 2024		
Parcel 9, 16, 17, 30, & 34 Land Purchase		231,969
Encumbered/Expended To Date		4,373,101
Estimated Costs for Remaining Appropriation		
Purchase of Land and Roadway Construction		1,326,899
Remaining Appropriation		1,326,899
Total Appropriation	\$	5,700,000

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

New Roadway Infrastructure

Rateliffe

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-land 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 Hig	ghlights			 Project History FY 2022-23 \$5,700,000 was appropriated by Ord. 2022-00169 				
Public Saf Communit	riorities Addressed fety ty Improvement id Development	:						
Project Da	ates			Project Location 82nd St and Martin Luther King Boulevard				
Design Sta	art Date: 01/2023							
Design Co	mpletion: 01/2025	5						
Bid for Co	nstuction: 09/202	5						
Award Cor	nstruction: 11/202	5						
Project Co	mpletion: 04/2029	9						
Project Ap	ppropriations							
	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



Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution rejecting any and all bids received for the purchase of Tract B of Fire Station #1, pursuant to Invitation to Bid (ITB)-24-18043-MA, and orders that no contract be entered into pursuant to said ITB.

Item Summary

Invitation to Bid (ITB) 24-18043-MA was issued for the sale of an 18,650 square foot vacant parcel of land south of Fire Station #1, at 20th Street and Avenue J. An appraisal completed in April 2024 by Lowery Property Advisor valued the property at \$35,000.

The sole bid was received from Lubbock resident, Jaime Posada, for \$10,000.

The staff recommendation to the City Council is to reject any and all bids submitted for ITB-24-18043-MA.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution - Reject Bid ITB 24-18043-MA Fire Station 1 Tract B - Plat GIS Map - Fire Station 1, Tract B

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for the purchase of Fire Station #1, Tract B Addition pursuant to ITB-24-18043-MA and order that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

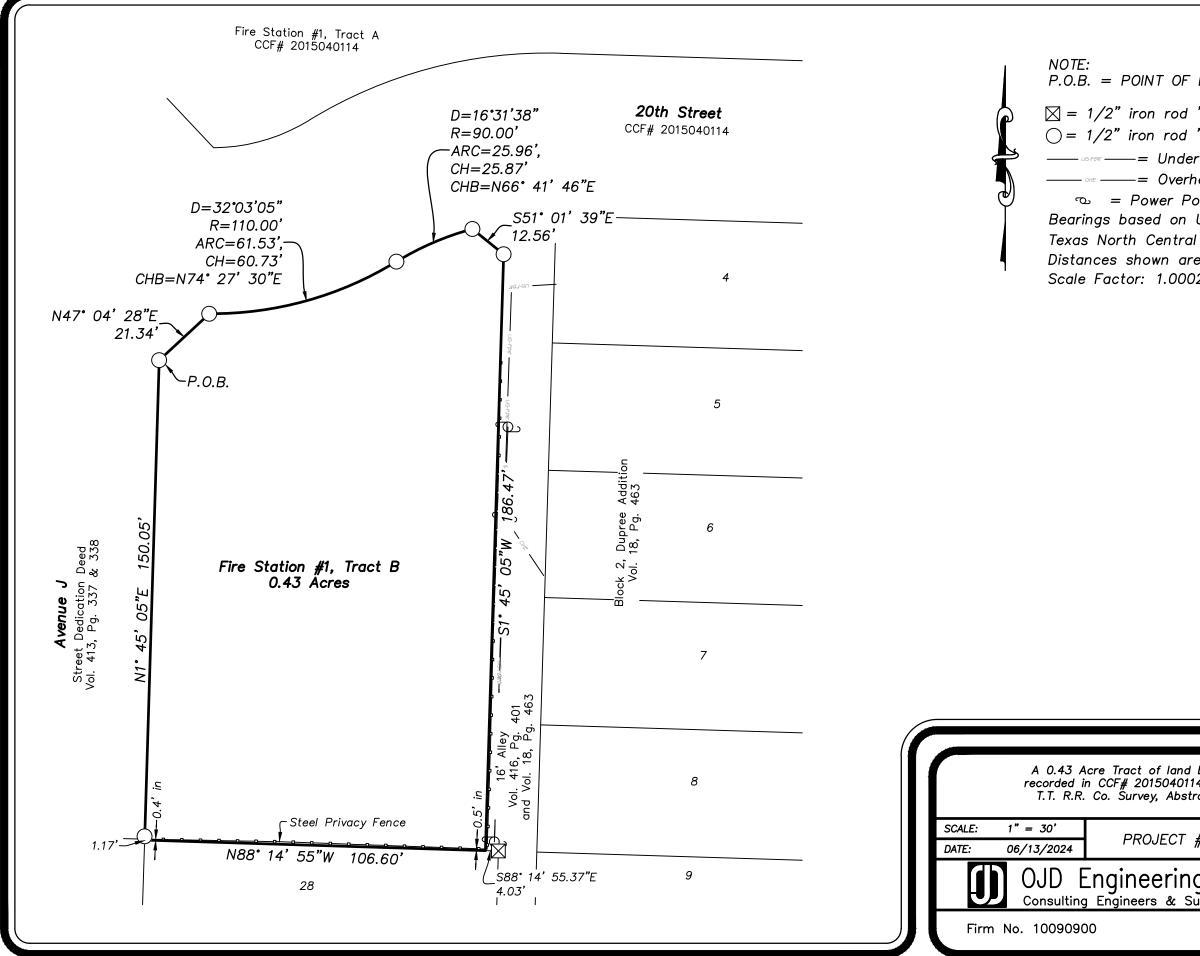
APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Sims, Deputy City Attorney

RES.REJECTION OF BIDS- ITB 24-18043-MA



P.O.B. = POINT OF BEGINNING.

 $\boxtimes = 1/2$ " iron rod "OJD ENG" cap set $\bigcirc = 1/2$ " iron rod "CHT" cap found ------ overhead electric = Power PoleBearings based on U.S. State Plane of 1983 Distances shown are ground distances. Scale Factor: 1.000241042



Registration No. 5437

A 0.43 Acre Tract of land being Tract B of Fire Station #1 recorded in CCF# 2015040114, Situated in Block B, Section 7, T.T. R.R. Co. Survey, Abstract 94, Lubbock County, Texas.

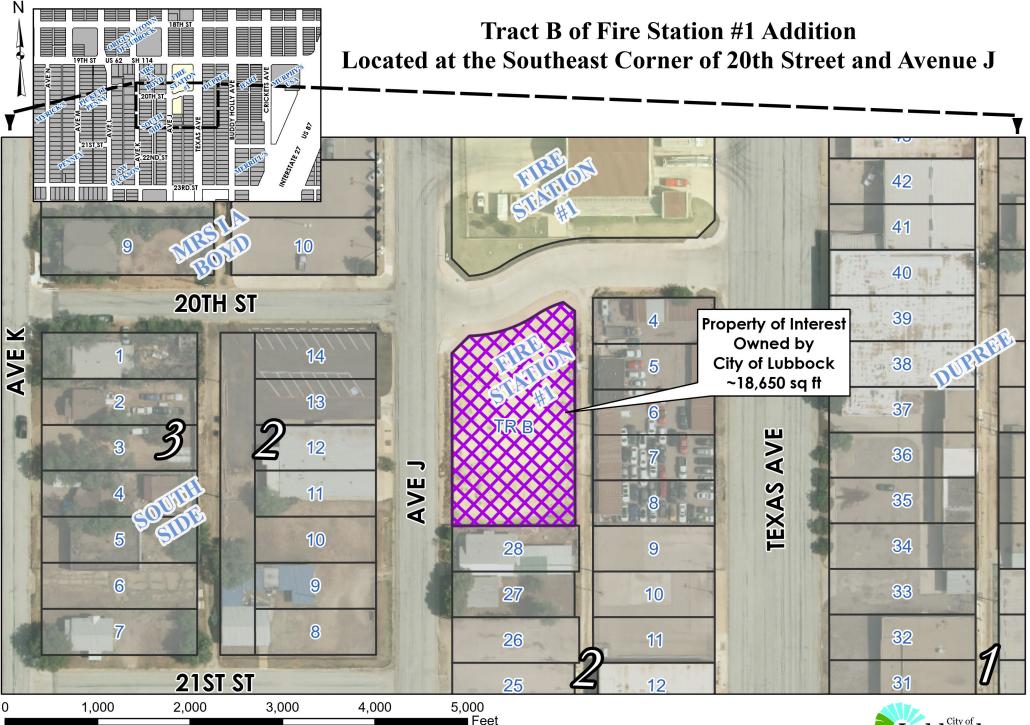
PROJECT #24–LS0048

DRAWN BY: FILE NAME:

OJD Engineering, LLC Consulting Engineers & Surveyors

806—352—7117 2420 Lakeview Dr. Amarillo, TX 79109

DRAWING NUMBER



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.





Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Sewer Line Easement Deed, and all related documents, in connection with certain real property located in Section 19, Block AK, Lubbock County, Texas, on the west side of Milwaukee Avenue, south of 114th Street.

Item Summary

Red Spike Development, LLC is granting a 14,754 square foot sewer line easement to the City of Lubbock to be utilized for the sewer line on the west side of Milwaukee Avenue, south of 114th Street.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution - Hillstone - Sanitary Sewer Easement Hillstone - Sanitary Sewer Easement GIS Map - Hillstone Sanitary Sewer Easement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock a Sewer Line Easement Deed in connection with certain real property located in Section 19, Block AK, Lubbock County, Texas, and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Latelille. len.

Bailey Ratcliffe Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Amy L. Sims. Attorney

RES. Sewer Line Easement- Section 19 Block AK

STATE OF TEXAS

COUNTY OF LUBBOCK

§ § §

SEWER LINE EASEMENT

That RED SPIKE DEVELOPMENT, LLC, a Texas limited liability company (hereinafter referred to as the "Grantor"), for TEN AND NO/100 DOLLARS(\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has by these presents GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF LUBBOCK, TEXAS, and its employees, agents and contractors (collectively herein referred to as "Permitted Users"), for use as a perpetual and permanent sewer line easement, the free and uninterrupted use, liberty of passage in, on, along, over, upon, under and across all of the real property as shown on Exhibit "A" attached hereto and incorporated herein by reference (herein referred to as the "Property") together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to the CITY OF LUBBOCK and Permitted Users for so long as the CITY OF LUBBOCK and Permitted Users use same for the purposes herein granted.

That the Easement shall continue so long as the CITY OF LUBBOCK and Permitted Users continue to use the Property for a sewer line, which easement shall include, but shall not be limited to, the right to install, construct, operate, maintain, replace, repair, upgrade, and remove a sewer line withing the easement property, together with the right of ingress, egress, and regress for such purposes in, on, along, through and across said property to accomplish the purposes set out herein.

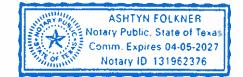
In order to assure the said CITY OF LUBBOCK and Permitted Users of continuing access and enjoyment of said easement, Grantor does hereby expressly agree not to erect, build or otherwise allow to be constructed any building or like permanent structure over the said property heretofore described; and should such building or structure be erected, it is understood that the said CITY OF LUBBOCK and Permitted Users shall have the right to remove said building or structure from the premises.

It is further understood and agreed that this easement is executed upon the condition that upon completion of the said sewer line described herein, the premises will be restored to substantially the same condition as the same were prior to such construction, without cost to Grantor, its heirs and assigns. Upon restoration, Grantor, its heirs and assigns, shall be allowed the use of the surface of the easement area for any and all purposes, save and except for the erection thereon of any permanent buildings or structures.

IN WITNESS WHEREOF, this instrument is executed this 26th day of September, 2024.

		RED SPIKE DEVELOPMENT, LLC, a Texas
		limited hability company
		By:
		THOMAS K. PAYNE, Manager
STATE OF TEXAS	Ş	
COUNTY OF LUBBOCK	9 §	

Acknowledged before me, the undersigned notary, this 26th day of September, 2024, by THOMAS K. PAYNE, Manager of RED SPIKE DEVELOPMENT, LLC, a Texas limited liability company, in the capacity therein stated.



otary Public. State of Te

Sewer Line Easement Easement Red Spike Development, LLC

LIENHOLDER CONSENT

STATE OF TEXAS § SCOUNTY OF LUBBOCK §

That PLAINSCAPITAL BANK, duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash paid, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lienholder upon the above described property, does hereby consent and agree to the aforesaid grant, and does hereby subordinate its rights in the above described property to the above grant.

IN WITNESS WHEREOF, the said PLAINSCAPITAL BANK, has caused these presents to be signed by its duly authorized officers at Lubbock, Texas, this 210 day of September, 2024.

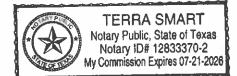
PLAINSCAPITAL BANK

Printed Name Title:

STATE OF TEXAS

COUNTY OF LUBBOCK

Kyle App, Assistant Vice president of PLAINSCAPITAL BANK and in the capacity therein stated.



§ § §

hic, State of Texas

Exhibit "A"

METES AND BOUNDS DESCRIPTION of a 0.3387-acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being a portion of a 12.019 acre tract of land described in County Clerk File Number 2022031938, Official Public Records of Lubbock County, Texas, said 0.3387-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of this tract, which bears N. 88°17'18" W. a distance of 55.00 feet and S. 01°40'54" W. a distance of 50.00 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE S. 01°40'54" W. a distance of 728.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found in the Southern boundary of said 12.019 acre tract at the Southeast corner of this tract;

THENCE S. 46°41'48" W., along the Southern boundary of said 12.019 acre tract, a distance of 21.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found;

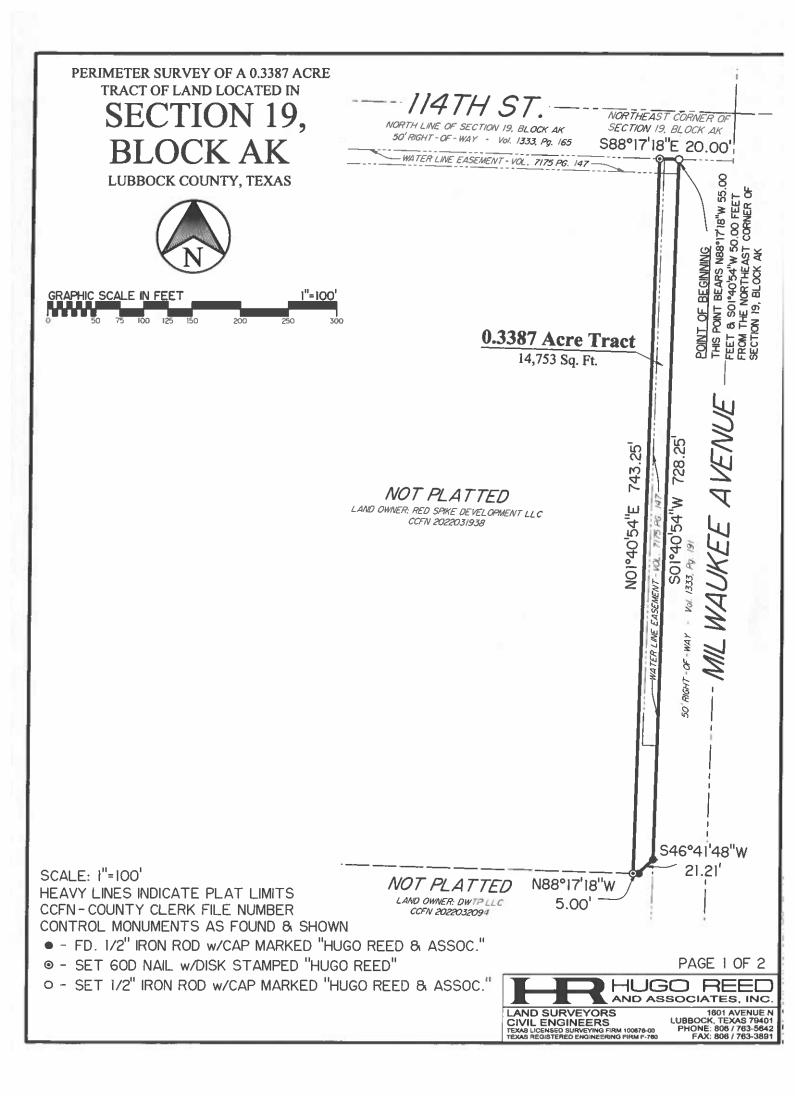
THENCE N. 88°17'18" W., continuing along said Southern boundary, a distance of 5.00 feet to a 60D nail with disk stamped "HUGO REED" set for the Southwest corner of this tract;

THENCE N. 01°40'54" E. a distance of 743.25 feet to a 60D nail with disk stamped "HUGO REED" set for the Northwest corner of this tract;

THENCE S. 88°17'18" E. a distance of 20.00 feet to the Point of Beginning.

Contains: 14,753 square feet

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.



PERIMETER SURVEY OF A 0.3387 ACRE TRACT OF LAND LOCATED IN SECTION 19, BLOCK AK

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.3387-acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being a portion of a 12.019 acre tract of land described in County Clerk File Number 2022031938, Official Public Records of Lubbock County, Texas, said 0.3387-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of this tract, which bears N. 88°17'18" W. a distance of 55.00 feet and S. 01°40'54" W. a distance of 50.00 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE S. 01°40'54" W. a distance of 728.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found in the Southern boundary of said 12.019 acre tract at the Southeast corner of this tract;

THENCE S. 46°41'48" W., along the Southern boundary of said 12.019 acre tract, a distance of 21.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found;

THENCE N. 88°17'18" W., continuing along said Southern boundary, a distance of 5.00 feet to a 60D nail with disk stamped "HUGO REED" set for the Southwest corner of this tract;

THENCE N. 01°40'54" E. a distance of 743.25 feet to a 60D nail with disk stamped "HUGO REED" set for the Northwest corner of this tract;

THENCE S. 88°17'18" E. a distance of 20.00 feet to the Point of Beginning.

Contains: 14,753 square feet

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.

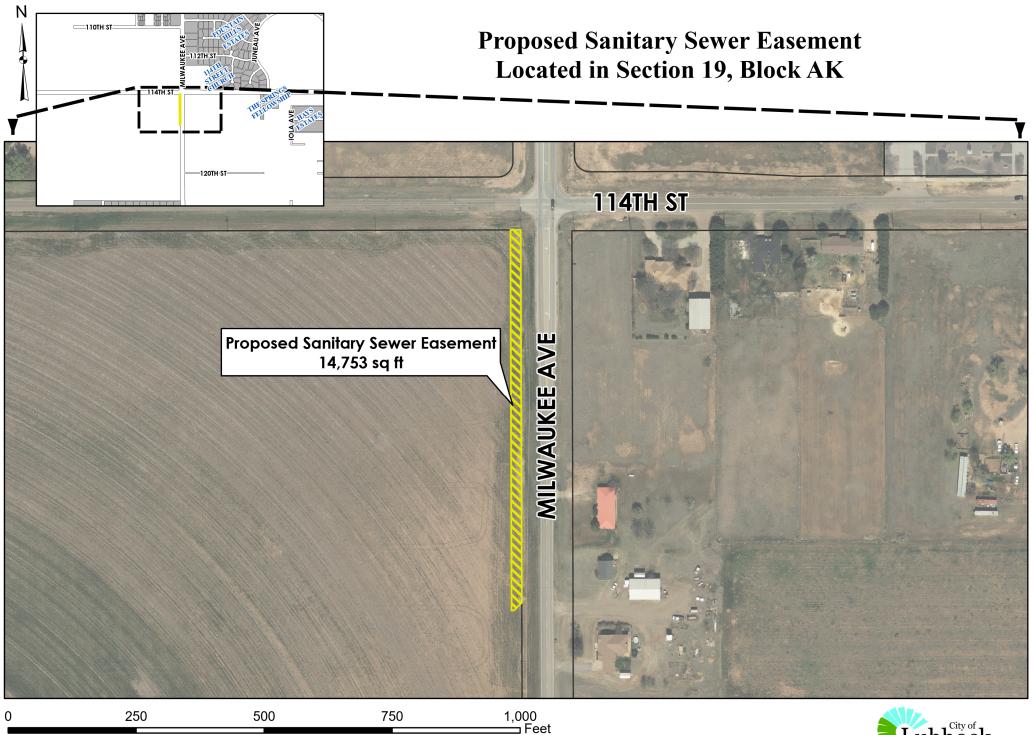
I, Mark C. Williams, Texas Registered Professional Land Surveyor No. 5461, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.

Surveyed on the ground: September 19, 2024

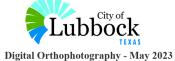
Mark C. Williams Registered Professional Land Surveyor No. 546 State of Texas







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Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Drainage Easement Deed, and all related documents, in connection with certain real property located in Tract "A-1-A" of Abbey Commercial Addition to the City of Lubbock, Lubbock County, Texas, on the west side of Slide Road, between 109th Street and 111th Street.

Item Summary

Thomas Payne is granting a 1,404 square foot drainage easement to the City of Lubbock to be utilized for storm water conveyance on the west side of Slide Road between 109th Street and 111th Street.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution - Abbey Comm. Drainage Easement Abbey Comm. Drainage Easement GIS Map - Abbey Comm. Drainage Easement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock a Drainage Easement Deed in connection with certain real property located in Tract "A-1-A" of Abbey Commercial Addition to the City of Lubbock, Lubbock County, Texas, and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bailey Ratcliffe, Interim Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

RES. Drainage Easement- Tract A-1-1 Abbey Commercial Addition

STATE OF TEXAS § COUNTY OF LUBBOCK §

DRAINAGE EASEMENT

That THOMAS K. PAYNE (hereinafter referred to as the "Grantor"), for TEN AND NO/100 DOLLARS(\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has by these presents GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF LUBBOCK, TEXAS, and its employees, agents and contractors (collectively herein referred to as "Permitted Users"), for the use of the public as a perpetual and permanent drainage easement the free and uninterrupted use, liberty of passage in, on, along, over, upon, under and across all of the real property as shown on Exhibit "A" attached hereto and incorporated herein by reference (herein referred to as the "Property") together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to the CITY OF LUBBOCK, TEXAS and the Permitted Users for so long as the public uses same for the purposes herein granted.

That the Easement shall continue so long as the public continues to use the Property for drainage improvements, which easement shall include, but shall not be limited to, the right to construct, reconstruct, maintain, repair, clean and clear said property for the free and unobstructed drainage of surface water, together with the right of ingress, egress, and regress for such purposes in, on, along, through and across said property to accomplish the purposes set out herein.

That the CITY OF LUBBOCK, TEXAS and the Permitted Users shall have the right to set and determine the drainage grade and direction of flow of surface waters on the Property, and buildings or like permanent structures shall not be erected, built or constructed, or allowed to be erected, built or constructed in, upon, over, along, or across the Property, and if such erection, building or construction does occur in violation of this prohibition, the CITY OF LUBBOCK, TEXAS and the Permitted Users shall have the right to remove said building or structure from the Property.

IN WITNESS WHEREOF	, this instrument is executed this 24 day of	September, 2024.
--------------------	----------------------------------------------	------------------

THOMAS K. PAYNE

STATE OF TEXAS COUNTY OF LUBBOCK

Acknowledged before me, the undersigned notary, this <u>21</u>/day of <u>September</u>, 2024, by THOMAS K. PAYNE.

	COLUMN TWO IS NOT THE OWNER.
ANNIH MARK	ASHTYN FOLKNER
	Notary Public, State of Texas
0 X 4	Comm. Expires 04-05-2027
THE OF FUIL	Notary ID 131962376
And in case of the local division of the loc	

00 00 00

Drainage Easement Abbey Commercial - Tract A-1-A & A-1-B

LIENHOLDER CONSENT

STATE OF TEXAS		

COUNTY OF LUBBOCK §

§ §

§ § §

That PEOPLES BANK, duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash paid, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lienholder upon the above described property, does hereby consent and agree to the aforesaid grant, and does hereby subordinate its rights in the above described property to the above grant.

IN WITNESS WHEREOF, the said PEOPLES BANK, has caused these presents to be signed by its duly authorized officers at Lubbock, Texas, this 25 day of September 2024.

PEOPLES BANK

By: Printed Name: Jord un Title

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on this day of September, 2024, by of PEOPLES BANK and in the capacity therein stated.

Notary Public, State of Texas



Drainage Easement Abbey Commercial - Tract A-1-A & A-1-B

Page 2 of 3

Exhibit "A"

METES AND BOUNDS DESCRIPTION of a 0.0322 acre tract, being a portion of Tract "A-1-A", Abbey Commercial Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number 2024021977 of the Official Public Records of Lubbock County, Texas, an addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the Northern boundary of a 24-foot Water and Sewer Easement, as granted by plat recorded under County Clerk File Number (CCFN) 2024021977 of the Official Public Records of Lubbock County, Texas (OPRLCT), and the Eastern boundary of a 30-foot Drainage Easement, as granted by plat recorded under CCFN 2016014355, OPRLCT, for the Northwest corner of this tract, which bears S. 01°42'50" W. a distance of 157.06 feet and S. 88°16'18" E. a distance of 30.00 feet from a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the Northwest corner of Tract "A-1-A", Abbey Commercial Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number 2024021977 of the Official Public Records of Lubbock County, Texas;

THENCE S. 88°16'18" E., along the Northern boundary of said 24-foot Water and Sewer Easement, a distance of 58.50 feet to an 80 penny nail set for the Northeast corner of said 24-foot Water and Sewer Easement, the Northwest corner of a Public Utility, Access, and Drainage Easement, as granted under CCFN 2024019790, OPRLCT, and the Northeast corner of this tract;

THENCE S. 01°43'42" W., along the Eastern boundary of said 24-foot Water and Sewer Easement and the Western boundary of said Public Utility, Access, and Drainage Easement, a distance of 24.00 feet to an 80 penny nail set for the Southeast corner of said 24-foot Water and Sewer Easement, the Southwest corner of said Public Utility, Access, and Drainage Easement and the Southeast corner of this tract;

THENCE N. 88°16'18" W., along the Southern boundary of said 24-foot Water and Sewer Easement, a distance of 58.50 feet to a point in the Eastern boundary of said 30-foot Drainage Easement, for the Southwest corner of this tract;

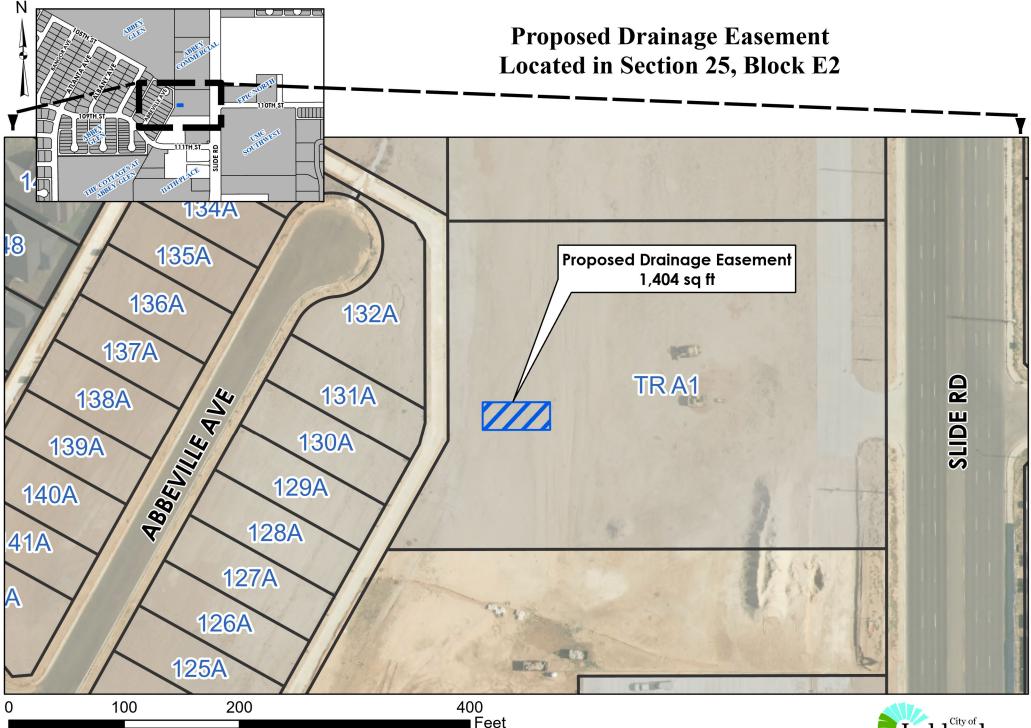
THENCE N. 01°43'42" E., along the Eastern boundary of said 30-foot Drainage Easement, a distance of 24.00 feet to the Point of Beginning.

Contains: 1,404 square feet

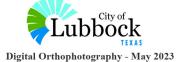
Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.







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10/22/2024:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract No. 17752, with Parkhill, Inc., for engineering services for the Southeast Water Reclamation Plant 4 - Primary Clarifier Rehabilitation.

Item Summary

On December 12, 2023, Parkhill, Inc. was awarded Contract 17752, for the preliminary design of the Southeast Water Reclamation Plant (SEWRP) Plant 4 Primary Clarifier Rehabilitation project.

Amendment No. 1 to this contract will amend the scope of work to include final design and bid phase services. Engineering staff negotiated Amendment No. 1 with Parkhill, Inc., for a not-to-exceed amount of \$329,000, with an additional 18 months. The scope and fee have been negotiated for a fair and reasonable price at the current contract rates.

Fiscal Impact

Amendment No. 1, in the amount of \$329,000, is funded in Capital Improvements Project 92837, SEWRP Plant 4 Primary Clarifiers Rehabilitation.

Staff/Board Recommending

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

Attachments

Resolution Amendment 1 Contract 17752 Location Exhibit CIP Budget Detail CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Professional Services Agreement Contract No. 17752 for engineering services for the Southeast water reclamation plant 4 – primary clarifier rehabilitation, by and between the City of Lubbock and Parkhill Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #1 to PSA 17752 Parkhill SEWRP clarifier 9.25.24

Amendment 1 To Agreement Between The City of Lubbock, TX and Parkhill, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 12th day of December, 2023, Contract No. 17752, by and between the City of Lubbock ("City") and Parkhill, Inc. ("Engineer").

Engineer is providing professional services for the Southeast Water Reclamation Plant 4 – primary clarifier rehabilitation (the "Activities").

The Parties entered into a six (6) month extension for services on May 21, 2024.

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

WITNESSETH:

The City and Engineer now agree to enlarge the scope of services in this Agreement for additional design services, details of which are as set forth in Exhibit "A" and incorporated herein. The cost of said services shall not exceed three hundred twenty-nine thousand dollars and NO/100 (\$329,000.00) as set forth in Exhibit "A". The contract term shall be extended for an additional eighteen (18) months in order for Engineer complete the services herein.

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

Parkhill, Inc.

Brian Stephens, P.E. Principal

MARK W. MCBRAYER, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bailey Ratcliff, Incrim Director of English eering

APPROVED AS TO FORM:

unire Kelli Leisure, Senior Assistant City Attorney

PROFESSIONAL ENGINEERING SERVICES

<u>SCOPE</u>: The City of Lubbock requires design for new mechanisms for two 85-ft diameter clarifiers at Plant 4 of the Southeast Water Reclamation Plant (SEWRP). The existing clarifiers are Walker Process design and were installed with the original Plant 4 improvements in 1992. Additionally, the City of Lubbock requires design for a new motor control center for the primary clarifiers. The existing motor control center was also installed with the Plant 4 improvements in 1992. Parkhill will provide design and bidding services for this project. Parkhill will not perform any process analysis of Plant 4 in connection with this project but can be negotiated for future consideration. Parkhill will prepare EOPC, plans and specifications before bidding phase services.

Proposed Total Engineering Fee of \$329,000

DES-2: Engineering Design Services (Clarifier Replacement)......(\$189,000)

- Review of existing information including existing drawings and submittals
- Prepare technical specifications for new clarifier equipment
- Prepare plans for new clarifier equipment
- Structural engineering design services
- Discuss staging and phasing of the two clarifiers with City of Lubbock staff and make recommendations
- Present plans and specifications to City of Lubbock staff and discuss
- Make corrections provided by City of Lubbock staff
- Finalize plans and specifications
- QA/QC
- Deliver final plans to City of Lubbock staff
- Prepare final EOPC for project

ELE-3: Electrical Engineering Design Services (MCC Replacement)......(\$129,000)

- Review of existing information including existing drawings and submittals
- Prepare technical specifications for new motor control center equipment
- Prepare plans for new motor control center equipment
- Discuss new equipment options, manufacturers, and operational requirements with City of Lubbock staff and make recommendations
- Discuss phasing of motor control center replacement with City of Lubbock staff and make recommendations
- Present plans and specifications to City of Lubbock staff and discuss
- Make corrections provided by City of Lubbock staff
- Finalize plans and specifications
- QA/QC
- Deliver final plans and specifications to City of Lubbock staff
- Prepare final EOPC for project

BID-4: Bidding Phase Services(\$11,000)

- Assemble advertisement and coordinate with purchasing for bidding of project
- Issue addenda as required
- Schedule and attend Pre-Bid meeting
- Schedule and attend Bid Opening
- Prepare Bid Tabulation and Recommendation of Award letter

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date:	July 16, 2024	
Prepared By: Principal: Project Manager:	Troy Luedeker, P Brian Stephens, I Troy Luedeker, P	P.E.
Project Name:	SEWRP Plant 4 P	Primary Clarifiers
Project Number:	41833.23	
Task/Discipline:	TBD	
Projected Start Date:	TBD	
Fee (Revenue) Type: Markup on Direct Expenses: Markup on Reimbursables:	Lump Sum 15.00% 15.00%	
Fee Costs Summary		Fee Summary
(Profit and Markup Included in Total Fee)		Fee Summary (OH and Profit in Labor, Markup included in Directs and Reimbursables)
•	\$329,784	-
(Profit and Markup Included in Total Fee)	\$329,784	-
(Profit and Markup Included in Total Fee) Labor Cost:	\$329,784	(OH and Profit in Labor, Markup included in Directs and Reimbursables)
(Profit and Markup Included in Total Fee) Labor Cost: Direct Consultants:	\$329,784	(OH and Profit in Labor, Markup included in Directs and Reimbursables) Labor:\$329,784_
(Profit and Markup Included in Total Fee) Labor Cost: Direct Consultants: Direct Expenses:	\$329,784	(OH and Profit in Labor, Markup included in Directs and Reimbursables) Labor: <u>\$329,784</u> Directs:

Labor Costs	Project:	SEWRP Plant 4 I	Primary Clarifiers	Project Number:	41833.23	3 Task/Discipline:	TBD	Current Fee	\$329,784	
		1	2	3	4	5	6	7	8	
	Category	CivilEngineers	CivilEngineers	CivilEngineers	ElectricalEngineers	ElectricalEngineers	OtherProfessionals	SupportEmployees	StructuralEngineers	
Staff	Title - Level	Sector Director Civil-PL7	Civil Project Manager-PL6	Professional Civil Engineer-PL4	Senior Electrical Engineer-PL7	Senior Electrical Engineer-PL6	Technologist-PL1	Support Staff-SS5	Senior Structural Engineer-PL5	
Hourly/	Billing Rate	\$352.00	\$295.00	\$227.00	\$352.00	\$306.00	\$121.00	\$122.00	\$282.00	
Resource (Employee) Name (Blan		BMS	DWA	TML	MT	ST	JK	AS	RH	
Task/Discipline Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
Engineering Design Services (Clarifiers)										
Review of existing information			4	8	4	4 8			8	32
Prepare technical specifications				24		24		40	24	112
Prepare plans for new clarifier equipment				40	24	4 40	160		40	304
Discuss and plan phasing/staging			8	16				8		32
Review with CoL staff			8	8	8	8		8	8	40
Revise with CoL staff comments				24		24	40	40	24	152
Finalize plans and specifications				24		24	40	40	24	152
QA/QC		8	8	16	8	8 8		16	8	72
Deliver final plans and specifications		1	2	2						5
Electrical Engineering Design Services (MCC)										
Review of existing information				2		4 24				30
Prepare technical specifications				2	-	4 24		40		80
Prepare plans for new MCC equipment					24	40	160			224
					2-	+ 40	100			224
Discuss and plan phasing/staging				2		16		٤		
Review with CoL staff			2	2	2	5 16	10			28
Revise with CoL staff comments				8		40	40 40	16		104
Finalize plans and specifications						40	40	24		104
QA/QC			2	2	٤	8 8				20
Deliver final plans and specifications			2	2						4
Bidding Phase Services										
Assemble advertisement				2				2		6
Issue addenda				8	4	4		2		16
Attend pre-bid meeting			4	4						8
Attend bid opening			2	2						4
Prepare bid tabulation and recommendation				8		2		3		18
·										
						1				
						1				
						1				
						1				
Labor Subtotals Hours Trip Cour	nt	9	42					256		
Salary		\$3,168	\$12,390	\$45,854	\$32,384	\$108,324	\$58,080	\$31,232	\$38,352	\$329,784

Direct Expenses	Project:	Project No:	Task:	Current Fee:	
Expenses included in lu	mp sum fee. Not billed to client.				

611 Structural Consultant 612 Mech/Elec Consultant									
612 Mech/Elec Consultant									
613 Environ/Civil Consultant									
614 Architectural Consultant									
615 Testing Consultant (Geote	ch. CMT. TAB. (etc.)							
616 Surveying Consultant	,,,, -	,							
617 Interior Design Consultant									
618 Other Consultant - Kitcher		tant							
618 Other Consultant - Acoust	-	tant							
618 Other Consultant - AV/ IT									
618 Other Consultant	consultant								
018 Other Consultant							TULD		
							Total Direct	Consultants	
ect Expense Costs									
621 Travel									
Motel	Days @		Men @		/١	Man-day	=		
Air Travel	Air Fare @		Men @		/١	Man	=		
Parking	Days @		/Day				=		
Car Rental	Days @		/Day				=		
Mileage	Miles @	\$0.545	@		Tr	rips	=		
								Subtotal	
622 Reproductions									
Blackline Prints									
34" x 22"		Shts @	\$2.50	/Sht @	<u>a</u>	9	Sets =		
36" x 24"		Shts @	\$2.75	/Sht @	<u>a</u>	9	Sets =		
42" x 30		Shts @	\$3.25	/Sht @	බ	9	Sets =		
Other		sf @	\$0.55	/sf @	Ð	9	Sets =		
Mounting Foam Boar	d	Boards @	\$10.00	/ea @	อ				
Printing:			,	,	-				
Set Up Fe	e	Originals @	\$0.15	/Sht @	ລ	9	Submittals =		
8-1/2" x 11" B&W		Originals @		/Sht @			Sets =		
8-1/2" x 11" Color		Originals @		/Sht @			Sets =		
11" x 17" B&W		Originals @		/Sht @			Sets =		
11" x 17" Color		Originals @		/Sht @			Sets =		
Binding Cost		Sets @	\$2.00		5		=		
Laminating		Shts @	\$2.00				=		
Scan to file		Sills@	Ş2.00	/511			-		
Burn to CD/DVD		(D/DVD @	\$13.50	/oach			=		
		CD/DVD @ Originals @	\$13.50 \$0.15				=		
Scan Specs		Originals @					_		
Scan Drawings		Originals @	\$1.50	/ SHT			=	Cubtoto	
623 Models/Renderings/Photo	26		Shots @		10	Chot		Subtotal	
-			Shots @		/5	Shot			
624 Telephone	Calls @		/Call		/-	Ann de			
625 Meals	Days @		Men @		/١	Man-day			
626 Field Supplies	Mailine		/N A 11	10					
628 Postage	Mailings @		/Mailing	(Stand					
628 Postage	Mailings @		/Mailing	(Overn	iight)				
629 Publications									
630 Misc Reimbursable Exp									
632 Temporary Personnel									
634 Office Supplies									
635 CADD									
636 Field Equip Rental									
639 License & Regulation Fee									
643 NM Gross Receipt Tax									

Total Direct Expenses

Reimbursable Expenses	Project:	Project No:	Task:	Current Fee:
Expenses NOT included in l	ump sum fee.	These are billed to client, including markup, if	fallowed.	

nbursable Consultant Costs									Amou
511 Structural Consultant									
512 Mech/Elec Consultant									
513 Environ/Civil Consultant									
514 Architectural Consultan	t i								
515 Testing Consultant (Geotech, CMT, TAB, etc.)									
516 Surveying Consultant									
517 Interior Design Consulta	nt								
518 Other Consultant - Kitch	en / Food Consul	tant							
518 Other Consultant - Acou	stical Consultant								
518 Other Consultant - AV/ I	T Consultant								
518 Other Consultant									
						Tota	l Reimbursabl	le Consultants	
nbursable Expenses									
521 Travel									
Motel	Days @		Men @		/N	1an-day	=		
Air Travel	Air Fare @		Men @		/N	1an	=		
Parking	Days @		/Day				=		
Car Rental	Days @		/Day				=		
Mileage	Miles @	\$0.545	@		Tri	ips	=		
								Subtotal	
522 Reproductions									
Blackline / Color Plots									
34" x 22"		Shts @	\$2.50	/Sht (@		Sets =		
36" x 24"		Shts @	\$2.75	/Sht	@		Sets =		
42" x 30		Shts @	\$3.25	/Sht (@		Sets =		
Other		sf @	\$0.55	/sf @	0		Sets =		
Mounting Foam Bo	ard	Boards @	\$10.00	/ea (@				
Printing:									
Set Up	ee	Originals @	\$0.15	/Sht	@		Submittals =		
8-1/2" x 11" B&W		Originals @	\$0.09	/Sht	@		Sets =		
8-1/2" x 11" Color		Originals @	\$0.55	/Sht (@		Sets =		
11" x 17" B&W		Originals @	\$0.18	/Sht (@		Sets =		
11" x 17" Color		Originals @	\$1.05	/Sht (@		Sets =		
Binding Cost		Sets @	\$2.00	/Set			=		
Laminating		Shts @	\$2.00	/Sht			=		
Scan to file									
Burn to CD/DVD		CD/DVD @	\$13.50	-			=		
Scan Specs		Originals @	\$0.15				=		
Scan Drawings		Originals @	\$1.50	/Sht			=		
								Subtotal	
523 Models/Renderings/Pho			Shots @		/S	hot			
524 Telephone	Calls @		/Call						
525 Meals	Days @		Men @		/N	1an-day			
526 Field Supplies	Mailton		/N 4 - 11	/Ch ::	la u là				
528 Postage	Mailings @		/Mailing	(Stand	-				
528 Postage	Mailings @		/Mailing	(Overr	night)				
530 Misc Reimbursable Exp									
532 Temporary Personnel									
534 Office Supplies									
535 CADD									
536 Field Equip Rental537 Interior Design Items									

Total Reimbrusable Expenses

543 NM Gross Receipt Tax547 Computer Supplies

Resolution No. 2023-R0603 Item No. 5.18 December 12, 2023

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17752 for services related to the Southeast Water Reclamation Plant 4 – Primary Clarifier Rehabilitation, by and between the City of Lubbock and Parkhill, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____ December 12, 2023

TRAY 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. 17752 - Parkhill _ SEWRP 4 11.30.23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17752 is entered into this <u>12th</u> day of <u>December</u>, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill, (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for SEWRP 4 – Primary Clarifier Rehabilitation, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 180 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$91,730, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

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

General Aggregate Limit: \$2,000,000

Professional Liability:

Combined Single Limit: \$2,000,000

Automobile Liability:

Combined Single Limit for any auto: \$1,000,000 Per Occurrence Employer's Liability:

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

Worker's Compensation

Per Occurrence Single Limit: \$500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and

shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Page 5 of 10 ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Parkhill Brian Stephens, P.E., Principal 4222 85th Street Lubbock, Texas 79423 Telephone: 806-473-3504 Email: dalbus@parkhill.com

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

Tommy Harms, P.E. City of Lubbock P.0. Box 2000 1314 Avenue K Lubbock, Texas 79457 Telephone: 806-775-2344 Email: tharms@mylubbock.us D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF

ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

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

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

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

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the engineer or vendor agrees that the contract can be terminated if the engineer 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, Engineer agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY FAYNE, MAYOR

ATTEST: Courtney Paz, City Secretar

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Firm: Parkhill

Brian Stephens, P.E., Principal Email: bstephens@parkhill.com

Exhibit "A"

PROFESSIONAL ENGINEERING SERVICES

<u>SCOPE</u>: The City of Lubbock requires an evaluation of two 85-ft diameter clarifiers at Plant 4 of the Southeast Water Reclamation Plant (SEWRP). The existing clarifiers are Walker Process design and were installed with the original Plant 4 improvements in 1992. Parkhill will provide preliminary engineering services related to an assessment of the clarifiers and primary sludge pumping station including: survey, electrical and structural. Parkhill will not perform any process analysis of Plant 4 in connection with this project but can be negotiated for future consideration. Parkhill will obtain equipment replacement costs and prepare EOPC for consideration. The evaluation will establish work necessary to allow the clarifiers to function for proposed equipment design life. Final design will be negotiated after finalizing cost in the preliminary phase.

Proposed Total Clarifier Preliminary Engineering Fee of \$91,730

PRE-1: Preliminary Engineering......(\$91,730)

- Perform project management tasks including monthly progress reports, progress schedule, QA/QC and invoicing.
- Review of existing information including existing drawings and submittals
- • Site visit to evaluate existing clarifiers and sludge pumping station(2 Trips, can only drain and clean one at a time)
 - <u>Survey</u>: Perform 3D survey to confirm grout slope of floor, weir/baffle/launder diameters, side water and total depths, and other items necessary for evaluation and equipment replacement.
 - <u>Structural Evaluation:</u> Perform structural evaluation of the drained clarifiers. Examine walls, grout floor and launders for deterioration. Evaluate center column anchorage for reuse and/or replacement. Examine launder concrete and develop remediation of erosion if present.
 - <u>Civil Evaluation:</u> Perform evaluation of the mechanical clarification equipment. Examine existing bridge and walkway and determine if any equipment is reusable. Evaluate odor control hoods and assess future life and/or replacement cost. Examine fall fencing for reuse or replacement.
- Site visit to evaluate existing clarifiers and sludge pump station (1 Trip, Evaluation performed without draining)
 - <u>Electrical Evaluation</u>: Perform electrical evaluation of Plant 4 clarifiers.
 Examine existing MCC and control cabinets. Determine modifications necessary for new equipment. Evaluate conduit and wiring as possible for an equipment replacement.
- Report finding of discipline specific evaluation of the clarifiers.
- Develop options for replacement of mechanical clarification equipment. Prepare EOPC. Include any structural or electrical repairs or modifications for options developed.
- Develop options for improvements to the sludge pumping station including costs for consideration.
- Review and discuss options with City Staff and assist in selecting option for FY 2024 construction costs.
- Incorporate staff comments.
- Finalize costs for City budget cycle.

Exhibit "B"

Parkhill

(Hourly/Billing Rates)

Today's Date: October 6, 2023

Direct Consultants: \$14,000

Direct Expenses:

Total Fee: \$91,730

Reimbursable Consultants:

Reimbursable Expenses:

Prepared By:	DWA	
Principal:	BMS	
Project Manager:	DWA	
Project Name:	SEWRP Plant 4 Prin	nary Clarifier Imp
Project Number:	TBD	
Task/Discipline:	TBD	
Projected Start Date:	November 1, 2023	
Fee (Revenue) Type: Markup on Direct Expenses: Markup on Reimbursables:	Hourly Rate w/Ma 15.00% 15.00%	X
Fee Costs Summary (Profit and Markup Included in Total Fee) Labor Cost:		ee Summary OH and Profit in Labor, Markup included in Directs and Reimbursables}

Labor: \$75,630

Directs: \$16,100

Subtotal: \$91,730

Total Fee: _____\$91,730

Reimbursables:

Labor Subtotals Hours Trip Count Salary	Project management Review of existing Site visit for evaluation Electrical evaluation and visit Report of findings Develop options and OPC Review options and OPC Incorporate comments and ssue	Task/Discipline Subtask/Phase Trip:	Howrhy/Billing Rate Resource (Employee) Name (Blank if not known)	Staff Title - Level		Category		Labor Costs Project:
3 36	· · · · · · · · · · · · · · · · · · ·	s Mours	ste \$283.00	_	Senior Pr	CivilEngineers	Ľ	ct: \$EWRP Plant 4 Primary Clarifier Imp
80 \$17,440	4 8 1 1 5 4 8 1 2 4 5	Hours	\$218.00		Civil Project Engineer-PL4	CivilEngineers	2	mary Clarifier Imp
104 \$15,704	5 2 8 5 8	Mours	\$151.00	5 C	Civil Engineer-PL2	CivilEngineers	ω	Project Number: TBD
28 \$8,260	A 00 00 _ 00	Hours	\$295.00		Project Electrical Engineer-PL6	ElectricalEngineers	<u>م</u>	180
S9,468	ມ ມີ ມີ ມີ ມີ ມີ ມີ ມີ ມີ ມີ ມີ ມີ ມີ ມີ	Hours	\$263.00		Civil Project Engineer-PLS	CivilEngineers	5	Task/Discipline: TBD
\$420		Hours	00'5015		Project Assistant-SS4	SupportEmployees	6	: 160
		Mours					7	Current Fee:
		Hours					80	te: \$91,730
\$75,630	2 5 8 8 8 2 7 7	Total		1				

Page 2 of 3

Direct Expenses Project:	Project No:	Task:	Current Fee:
Expenses included in lump sum fee. Not billed to client	t.		

ct Consultant Costs									Amount
611 Structural Consultant									\$14,0
612 Mech/Elec Consultant									
613 Environ/Civil Consultant									
614 Architectural Consultant									
615 Testing Consultant (Geoted	h, CMT, TAB, (etc.)							
616 Surveying Consultant				_					· · · ·
617 Interior Design Consultant									
618 Other Consultant - Kitchen	/ Food Consul	tant							
618 Other Consultant - Acousti	cal Consultant							1	
618 Other Consultant - AV/ IT (
618 Other Consultant									
							Total Direct	Consultants	\$14,0
ct Expense Costs		· · ·							
621 Travel									
Motel	Dave		Men @			/Man-day	=		
	Days @		-						
Air Travel	Air Fare @		Men @			/Man	(=)		
Parking	Days @		/Day				-		
Car Rental	Days @		/Day		_		-		
Mileage	Miles @	\$0.545	@		3	Trips	-		
								Subtotal	
622 Reproductions									
Blackline Prints									
34" x 22"		Shts @	\$2.50				Sets =		
36" x 24"		Shts @	\$2.75	/Sht	@		Sets =		
42" x 30		Shts @	\$3.25	/Sht	0		Sets =		
Other		sf @	\$0.55	/sf	@		Sets =		
Mounting Foam Board	\$	Boards @	\$10.00	/ea	@				
Printing:									
Set Up Fee	2	Originals @	\$0.15	/Sht	@		Submittals =		
8-1/2" x 11" B&W		Originals @	\$0.09	/Sht	@		Sets =		
8-1/2" x 11" Color		Originals @	\$0.55	/Sht	@		Sets =		
11" x 17" B&W		Originals @	\$0.18	/Sht	@		Sets =		
11" x 17" Color		Originals @	\$1.05	/Sht	0		Sets =		
Binding Cost		Sets @	\$2.00		-		=		
Laminating		Shts @	\$2.00	-			=		
Scan to file			, 2.04						
Burn to CD/DVD		CD/DVD @	\$13.50	/eacl	h		=		
Scan Specs		Originals @	\$0.15				=		
Scan Drawings		Originals @	\$1.50				=		
ocon promitigo		011611013 @	÷1.30	, one			-	Subtotal	
623 Models/Renderings/Photo	s		Shots @			/Shot		00010101	
624 Telephone	Calls @		/Call			101101			
625 Meals	Days @		Men @			/Man-day			
626 Field Supplies	2012 @					, mail-ody			
628 Postage	Mailings @		/Mailing	(Sta	ndar	d)			
	Mailings @		/Mailing	(Ove	_				
628 Postage	wannigs @		Triginig	love	TOIR				
630 Misc Reimbursable Exp									
632 Temporary Personnel									
634 Office Supplies									
635 CADD									
636 Field Equip Rental									
639 License & Regulation Fee									

647 Computer Supplies

Total Direct Expenses





Southeast Water Reclamation Plant

Plant 4 Primary Clarifier Rehabilitation Project



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 October 22, 2024

Capital Project Number:	92837					
Capital Project Name:	SEWRP 4 - Primary Clarifier					
Encumbered/Expended	Budget					
Contract 17752 with Parkhill	\$ 91,730					
City of Lubbock Staff time	809					
Agenda Items, October 22, 2024						
Amendment No. 1 for Contract 17752	329,000					
Encumbered/Expended To Date	421,539					
Estimated Costs for Remaining Appropriation						
Construction SEWRP 4 Primary Clarifiers	2,278,461					
Remaining Appropriation						
Total Appropriation	\$ 2,700,000					



Project Scope

This project consists of evaluation, design and installation of new primary clarifier arm mechanisms for two primary clarifiers on Plant #4 at the Southeast Water Reclamation Plant (SEWRP).

Project Justification

Two of the current clarifiers arm mechanisms at the Southeast Water Reclamation Plant (SEWRP) are over 30 years old. The equipment operates in a corrosive environment. This equipment is needed to remove solids in an efficient manner for the city to maintain its Texas Commission on Environmental Quality (TCEQ) wastewater discharge permit requirements associated with the SEWRP.

Project Highlights

Council Priorities Addressed: Community Improvement

Project Dates

Design Start: 12/2023 Design Completion: 12/2024 Bid for Construction: 01/2025 Award Bid: 03/2025 Construction Start: 04/2025 Construction Completion: 06/2026

Project History

• FY 2023-24 \$200,000 was appropriated by Ord. 2023-00108

Project Location

Southeast Water Reclamation Plant

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$200,000	\$2,500,000	\$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
Water/Wastewater Fund Cash	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
Water/Wastewater Fund Revenue Bonds	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$200,000	\$2,500,000	\$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 - Engineering: Consider a resolution authorizing the Mayor to approve the Annual Progress Report on the Floodplain Management Plan, and updates to the Mitigation Actions listed in the Lubbock County Multi-Jurisdictional Hazard Mitigation Plan.

Item Summary

The City of Lubbock participates in the National Flood Insurance Program (NFIP) and the Community Rating System (CRS). CRS evaluates communities and classifies their floodplain management programs, and rewards communities by reducing flood insurance premiums for eligible policies. The City of Lubbock has participated in CRS since 1992, and is currently rated as a Class 7 CRS community, earning a 15 percent premium discount on eligible flood insurance policies.

Staff believes that the CRS level can be maintained by continuing to commit to activities outlined in this Progress Report on the Floodplain Management Plan through the Mitigation Actions listed in the multi-jurisdictional Hazard Mitigation Plan for Lubbock County. The Plan serves as a basis for the State of Texas to provide technical assistance and to prioritize project funding.

Staff prepared this Progress Report on the specific Mitigation Actions from the Hazard Mitigation Plan. The Progress Report lists the status of previously proposed Actions/Projects, and also discusses recommendations and changes to the actions moving forward. While the current plan is nearing its expiration, the Progress Report is intended to aid future planning activities.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution Flood Plain Management Plan

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized to approve the Annual Progress Report regarding the Floodplain Management Plan and updates to the Mitigation Actions included within, and as part of, the Lubbock County Multi-Jurisdictional Hazard Mitigation Plan on behalf of the City of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on ______.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.2024Approval_Progress Report and Flood Mitigation Plan 10.3.24

Floodplain Management Plan

Annual Progress Report October 2024



Prepared by the City of Lubbock Engineering Department

Introduction

The City of Lubbock adopted the Lubbock County Hazard Mitigation Action Plan Update 2023 as the City's Floodplain Management Plan (FMP) under the Community Rating System (CRS). Under CRS Activity 510 the City is required to maintain a Floodplain Management Planning Program and to complete a Floodplain Management Annual Progress Report. The report must then be made available to the public and media and provided to the governing body. This document serves as that report.

Adoption of the Floodplain Management Plan

On January 24, 2023, the City of Lubbock City Council adopted Resolution No. 2023-R0046. The adopted plan is titled, Lubbock County Hazard Mitigation Action Plan Update 2023 (March 2023) – March 2028). The plan can be found at the following links:

https://weblink.ci.lubbock.tx.us/WebLink/DocView.aspx?id=2250744&dbid=4&repo=Lubbock&cr=1

https://ci.lubbock.tx.us/storage/images/OM7wIH83o2sHakQNEKKsCFoqFKIBn7mmMuxY3Zad.pdf

Background and Program Overview

The City of Lubbock joined the National Flood Insurance Program (NFIP) in 1982. By joining the NFIP, flood insurance is made available throughout our community. This is especially important for homes that are in the Special Flood Hazard Area (SFHA). Homes in the SFHA face a mandatory flood insurance requirement for federally regulated loans.

In addition to participating in the NFIP, the City of Lubbock joined another voluntary program within the NFIP known as the Community Rating System. As a CRS participant, the city benefits from credit activities that go beyond the federal minimum NFIP requirements. At this time, the city is maintaining a Class 7 rating within CRS. This directly impacts our residents and businesses by providing a 15 % reduction in flood insurance premiums in the SFHA and a 5 % reduction throughout remainder of the city limits.

This Annual Progress Report (credited as Activity 510) is just one of dozens of credited activities maintaining our Class 7 rating. No formal action is being requested currently. This is an Annual Progress Report documenting our implementation of the 5-year flood mitigation actions.

Implementation

The County Multi-Hazard Plan identified 30 mitigation actions for the City of Lubbock. And 27 of the mitigation actions address the flood hazard and will be discussed in this annual progress review. Specific project details pages from Section 17 of the plan have been included as an attachment.

The following three projects were identified as Ongoing (funded withing existing local operating and capital programs). The programs could seek additional state and federal funding; aspects of these activities are addressed regularly.

- Project 9- Adopt and implement a program for clearing debris from bridges, drains, and culverts. (Might be more appropriate to list Public Works/Stormwater as Lead Agency)
- Project 22- Continue to assess areas to widen and improve carrying capacity of floodwaters.
- Project 27- Annual review of Emergency Action Plans for Montford Dam and Canyon Lake Dams #2 and #3.

Project Details

The projects listed below with information concerning their status, revision, and/or general implementation.

Project 1 - Implement education and awareness program utilizing media, bulletins, flyers, etc. to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages.

IMPLEMENTED — This project was implemented soon after adoption. It should be considered an Ongoing project.

Project 2- Develop alternative evacuation routes/plans and designate emergency thoroughfares, particularly in areas with limited capacity. Educate citizens on evacuation routes and procedures.

NOT IMPLEMENTED - Staffing for this purpose has not been secured.

Project 3 - SEE DISCUSSION (LONG TERM)

Project 4-Replacing or rehabilitating deteriorating manholes at strategic locations to prevent sewer overflows.

IMPLEMENTED – Consider moving to Ongoing as Capital Project 92745 addresses this action and appropriates funds for these purposes annually.

Project 5- Acquire and install generators with hard wired quick connections on critical infrastructure located at the Southeast Water Reclamation Plant.

NOT FUNDED – currently seeking federal grant (novel approach to have a generator that could work at the Water Reclamation Plant or power the Memorial Civic Center depending on needs.

Project 6- Strategic Water Supply Plan Update: Planning for future water supplies and incorporating diversification strategies (including reuse water and conservation) will help the city to reduce the risk of running out of water during drought years and/or interruption in service during natural disasters or extreme weather events.

BEING STUDIED by consultant (Capital Project 8262)

Project 7- Install USGS gauging stations at outfall of major storm sewer systems.

IMPLEMENTED (Capital Project 8678)

Project 8 – SEE DISCUSSION (NOT FLOOD HAZARD)

Project 9 – SEE IMPLEMENTATION (ONGOING PROGRAM)

Project 10-Procurement and installation of emergency generator.

NOT FUNDED – APPLIED FOR FEDERAL FUNDING currently seeking federal grant (novel approach to have a generator that could work at the Water Reclamation Plant or power the Memorial Civic Center depending on needs.)

Project 11- Upgrade electrical capacity in Banquet Hall and Meeting Rooms and procurement of charging stations and tables.

NOT FUNDED – APPLIED FOR FEDERAL FUNDING currently seeking federal grant (novel approach to have a generator that could work at the Water Reclamation Plant or power the Memorial Civic Center depending on needs.)

Project 12 - Upgrade Storm Water Sump Pumps.

NOT IMPLEMENTED – No local, state or federal fund appropriated.

Project 13 - SEE DISCUSSION (LONG TERM)

Project 14 - SEE DISCUSSION (NOT FLOOD HAZARD)

Project 15 – SEE DISCUSSION (NOT FLOOD HAZARD)

Project 16 - SEE DISCUSSION (LONG TERM)

Project 17- Purchase three sets of vehicle barricade systems for use in street closures and evacuations. Three sets will allow for enough barricades to completely block off a major thoroughfare.

PARTIALLY IMPLEMENTED – Additional vehicle barricade systems are being requested.

Project 18 - SEE DISCUSSION (LONG TERM)

Project 19- Purchase a reinforced ambulance with high clearance.

NOT IMPLEMENTED – Consider adding in local funding in future budget requests.

Project 20- Purchase a reinforced rescue vehicle with high clearance.

NOT IMPLEMENTED – Consider adding in local funding in future budget requests.

Project 21- Install new central computer traffic system and communication system including controllers, hardware, and wireless Ethernet to protect against outages in the event of severe weather events.

PARTIALLY IMPLEMENTED – Explore breaking this project into different projects. Traffic has made improvements but still looking towards battery backup systems at certain traffic control locations.

Project 22 – SEE IMPLEMENTATION (ONGOING PROGRAM)

Project 23- Hire consultant to inspect and identify improvements on the dry side of the John T. Montford Dam structure.

PARTIALLY IMPLEMENTED – Consultant has been hired and is in early phases of the project.

Project 24 - Install eight miles of gravity flow storm sewer pipe as part of the Northwest Lubbock Drainage Improvements project, and to help maintain CRS rating for flood prevention.

IMPLEMENTED – Initial phases have been constructed for the NWLDIP. Phase 2 included funding resources from the Texas Water Development Board. The description overlaps some with Action 30. Considering the action completed and Action 30 for any future NWLDIP project related activities.

Project 25- Continue to assess additional sites that require upgrades/replacement of regulatory and warning traffic signs, install breakaway and/or install pavement markings at intersections and school zones to mitigate flood velocity damage during flooding events.

NOT IMPLEMENTED – Need further coordination with the Traffic and the Traffic Municipal Plan flood locations of interest. Consider as a Long Term objective.

Project 26 - Purchase emergency generators as backup in disasters and power outages.

NOT FUNDED – APPLIED FOR FEDERAL FUNDING currently seeking federal grant (novel approach to have a generator that could work at the Water Reclamation Plant or power the Memorial Civic Center depending on needs.)

Project 27 – SEE IMPLEMENTATION (ONGOING PROGRAM)

Project 28 - Unified Development Code project: Implement and incorporate smart growth initiative within development policy and ordinances.

IMPLEMENTED – Ordinance 2023-O0054 adopted by council May 9, 2023 becoming effective October 1, 2023.

Project 29 - Continue to explore and purchase rescue response vehicles that can be used during severe weather events.

PARTIALLY IMPLEMENTED – Continue to purchase more 4x4 vehicles as part of our fleet practices to respond to multiple hazards like flood and winter weather conditions.

Project 30- Installation of a lateral for Lake 054 to restore capacity to the non-overflow playa lake in between storm events.

UNDER CONSTRUCTION – Future funding could include modification of the SFHA around Lake 054. (Capital Project 92743)

Discussion

The following three projects do not address the Flood Hazard and are being eliminated from the Implementation Review.

- Project 8 Educate water utility customers on the importance of water conservation and the use of water wise (Smartscape) plants and grasses that are drought tolerant.
- Project 14- Procurement of security fencing and barricades.
- Project 15- Enclosure of central courtyard.

The following 4 projects have not been implemented. They are part of our long term (greater than 5-year plan(s).) Some are in permitting and various other stages of development. These projects are goals for the city and are part of our long-term floodplain management plan. These projects include:

- Project 3- Jim Bertram Lake 7 Construction of Dam & Related Infrastructure
- Project 13- Upgrade East Loading Dock to include upgrading equipment and to comply with changes in trucking standards.
- Project 16- Procurement of accessible shower facilities
- Project 18- Establish a City of Lubbock Fusion Center to provide rapid collection and dissemination of intelligence and field reports related to upcoming natural hazards to ensure effective and efficient mitigation and response actions are coordinated in an appropriate manner.

Recommendations

Recommendations for revisions to these mitigation actions/projects include the following:

- Inclusion of the following Stormwater Capital Projects referenced from the FY 2023-24 Operating Budget and Capital Program (Attached CIP Budget Detail for these projects)
 - o Stormwater
 - (8638) Canyon and Playa Lakes Restoration and Restudy
 - (8676) Watershed Boundary and Drainage Studies
 - (2022202) Topographic Information Acquisition
 - (2024027) Stormwater System Improvements & Maintenance
 - (2024028) Drainage Improvements for Arterials
 - (2024042) Canyon Lake No. 6 Dam Evaluation and Restoration
 - (2024043) Stormwater Pipe Inspection
- Consider developing a specific Lubbock only Floodplain Management Plan or similar Repetitive Loss Area Analysis Plan and/or Natural Beneficial Function Plan.

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

Attachments

CRS Activity 510 Annual Progress report (CC-213-5)

Excerpts for the Lubbock County Hazard Mitigation Action Plan Update 2023 Cover Page Section 17: Mitigation Actions (Page 47-Page 76)

Excerpts from the FY2024-25 Operating Budget and Capital Program Cover Vol 2 Stormwater Budget Detail Pages (7 CIP Budget Details)

LUBBOCK, CITY OF Community

State TX

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CRS Activity 510 Annual Progress Report on Implementation of Credited Plan

Which Plan is this for (use separate templates for each credited Plan):

Floodplain Management Plan (Hazard Mitigation Plan)

Repetitive Loss Area Analysis

Floodplain Species Plan

Substantial Damage Plan

Name of Community: Lubbock, City of

Date this Annual Progress Report was prepared (not the date of adoption of the credited Plan): Annual Progress Report for FY2023-2024 (September 2024) - 2024 FMP

Name of Plan: Lubbock County Hazard Mitigation Action Plan Update 2023

Date of Adoption of Plan: Lubbock adopted the Hazard Mitigation Plan - Jan 24, 2023 (See Resolution No. 2023-R0046)

5 Year CRS Expiration Date:

- 1. How can a copy of the credited Plan be obtained: The plan is available through City Secretary website, searching for the above Resolution as well as Lubbock County Website.
- 2. Describe how this annual progress report (not the credited Plan) was prepared and how it was submitted to the governing body, released to the media, and made available to the public:

Placed on City Council agenda which is released to the media and made publicly available.

3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:

Descriptions and implementation information is in the 2024 FMP.

- 4. Discuss why any objectives were not reached or why implementation is behind schedule: For details regarding revisions to objects and schedule in the 2024 FMP.
- 5. What are the recommendations for new projects or revised recommendations? Recommendations for new projects are detailed in the 2024 FMP.

The 2024 FMP can be found on the COL Engineering Services Flood Information Page and a Resolution can be found on City Secretary's Website.

LUBBOCK COUNTY HAZARD MITIGATION ACTION PLAN

UPDATE 2023

March 9th, 2023 - March 8th, 2028 Maintaining a Safe, Secure, and Sustainable Community

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CITY OF LUBBOCK

	City of Lubbock – Action #1
Proposed Action:	Implement education and awareness program utilizing media, social media, bulletins, flyers, etc. to educate citizens of hazards that can threaten the area and mitigation measures to reduce injuries, fatalities, and property damages.
BACKGROUND INFORMATION	
Site and Location:	City-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Health/Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$10,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock Communications and Marketing
Implementation Schedule:	Within 6 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock – Action #2
Proposed Action:	Develop alternative evacuation routes/plans and designate emergency thoroughfares, particularly in areas with limited capacity. Educate citizens on evacuation routes and procedures.
BACKGROUND INFORMATION	
Site and Location:	City-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce risk to residents through improved evacuation alternatives and awareness efforts.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Tornado, Winter Storm, Wildfire
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Health/Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$10,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock Office of Emergency Management
Implementation Schedule:	Within 2 years of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock – Action #3
Proposed Action:	Jim Bertram Lake 7 – Construction of Dam & Related Infrastructure
BACKGROUND INFORMATION	
Site and Location:	Southeast of the City of Lubbock near FM835 along the North Fork of the Double Mountain Fork of the Brazos River
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce flood risk through improved drainage capacity. Reduce risk of damages and injury to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure, Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Flood, Dam Failure
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	\$200,000,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock/Water Utilities
Implementation Schedule:	Within 15 years of plan adoption
Incorporation into Existing Plans:	Water Utilities Operational Plan

COMMENTS: Lake 7 will assist the city to diversify its water supplies by reusing treated wastewater for drinking water (drought resistant and renewable). In addition, Lake 7 will help mitigate potential flooding of areas downstream such as the Village of Buffalo Springs and the Town of Ransom Canyon.

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock – Action #4
Proposed Action:	Replacing or rehabilitating deteriorating manholes at strategic locations to prevent sewer overflows.
BACKGROUND INFORMATION	
Site and Location:	Throughout the sewer collection system particularly in the older areas of Lubbock, Texas
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce risk of water contamination. Reduce risk of surface water infiltration ad sewage backup. Ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Dam Failure
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	Reduce risk to new and existing structure and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$3,000,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock/Water Utilities
Implementation Schedule:	Within 5 years of plan adoption
Incorporation into Existing Plans:	Water Utilities Operational Plan

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Lubbock – Action #5
Proposed Action:	Acquire and install generators with hard wired quick connections on critical infrastructure located at the Southeast Water Reclamation Plant.
BACKGROUND INFORMATION	
Site and Location:	Southeast Water Reclamation Plant, 3603 Guava Avenue, City of Lubbock, Texas
Risk Reduction Benefit (Current Cost/Losses Avoided):	Provide power to critic facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$5,000,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock/Water Utilities
Implementation Schedule:	Within 5 years of plan adoption
Incorporation into Existing Plans:	Water Utilities Operational Plan

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Lubbock- Action #6
Proposed Action:	Strategic Water Supply Plan Update: Planning for future water supplies and incorporating diversification strategies (including reuse water and conservation) will help the city to reduce the risk of running out of water during drought years and/or interruption in service during natural disasters or extreme weather events.
BACKGROUND INFORMATION	
Site and Location:	City-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce risk of injuries and fatalities to at-risk and vulnerable populations during extreme weather conditions.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$500,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock/Water Utilities
Implementation Schedule:	Within 2 years of plan adoption
Incorporation into Existing Plans:	Water Utilities Operational Plan

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock – Action #7
Proposed Action:	Install USGS gauging stations at outfall of major storm sewer systems.
BACKGROUND INFORMATION	
Site and Location:	Outfalls for the South, South Central, and Northwest Storm Drainage Systems in the City of Lubbock, Texas
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce flood risk. Reduce risk of damages and injury to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structures and Infrastructure, Natural Systems Protection

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$150,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock/Water Utilities
Implementation Schedule:	Within 1 year of plan adoption
Incorporation into Existing Plans:	Strategic Water Supply Plan

COMMENTS:

Gauges at these locations will assist the city in determining the amount of Stormwater being discharged into the North Fork of the Double Mountain Fork of the Brazos River. This will help the city anticipate potential damage due to flood events and determine the amount of water that can be impounded in future Lake 7.

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock – Action #8
Proposed Action:	Educate water utility customers on the importance of water conservation and the use of water wise (Smartscape) plants and grasses that are drought tolerant.
BACKGROUND INFORMATION	
Site and Location:	City-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Promote hazard awareness and protect citizens from potential injuries and damages.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Communication
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$500,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock/Water Utilities
Implementation Schedule:	Within 1 year of plan adoption
Incorporation into Existing Plans:	Water Conservation & Drought Contingency Plan

COMMENTS:

	City of Lubbock – Action #9
Proposed Action:	Adopt and implement a program for clearing debris from bridges, drains, and culverts.
BACKGROUND INFORMATION	
Site and Location:	Inside the City of Lubbock
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce flood risk through improved drainage capacity. Reduce risk of damages and injury to vulnerable populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Hail, Thunderstorm Wind, Tornado
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Health/Safety
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	moderate
Estimated Cost:	\$250,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock Code Administration
Implementation Schedule:	Implemented as part of ongoing operation
Incorporation into Existing Plans:	Drainage Plan

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Lubbock – Action #10
Proposed Action:	Procurement and installation of emergency generator.
BACKGROUND INFORMATION	
Site and Location:	Lubbock Memorial Civic Center
Risk Reduction Benefit (Current Cost/Losses Avoided):	Provide power for critical facilities during outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Health/ Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$8,000,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock Memorial Civic Center
Implementation Schedule:	Within 2 years of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan / Sheltering Plan

COMMENTS:

Facility is in multiple plans to be utilized as an emergency temporary shelter and point of distribution. This will allow facility to function during power outages.

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Lubbock – Action #11
Proposed Action:	Upgrade electrical capacity in Banquet Hall and Meeting Rooms and procurement of charging stations and tables.
BACKGROUND INFORMATION	
Site and Location:	Lubbock Memorial Civic Center
Risk Reduction Benefit (Current Cost/Losses Avoided):	Provide power for critical facilities during outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Wildfire, Winter Storm
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Health/ Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$750,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock Memorial Civic Center
Implementation Schedule:	Within 5 years of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan / Sheltering Plan

COMMENTS:

Facility is in multiple plans to be utilized as an emergency temporary shelter and point of distribution.

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Lubbock – Action #12
Proposed Action:	Upgrade Storm Water Sump Pumps.
BACKGROUND INFORMATION	
Site and Location:	Lubbock Memorial Civic Center
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce risk of water contamination. Reduce risk of surface water infiltration and sewage backup. Ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Dam Failure
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Health/ Medical
Effect on new/existing buildings:	Reduce risk to existing infrastructure
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$472,500
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock Memorial Civic Center
Implementation Schedule:	Within 5 years of plan adoption
Incorporation into Existing Plans:	Sheltering Plan

COMMENTS: Facility is in multiple plans to be utilized as an emergency temporary shelter and point of distribution. This will ensure facility can continue to be operated during flooding conditions. NFIP & WHY MITIGATION ACTION IS APPROPRIATE: Protects communities and reduces risk of flooding.

	City of Lubbock – Action #13
Proposed Action:	Upgrade East Loading Dock to include upgrading equipment and to comply with changes in trucking standards.
BACKGROUND INFORMATION	
Site and Location:	Lubbock Memorial Civic Center
Risk Reduction Benefit (Current Cost/Losses Avoided):	Ensure continuity of critical services. Reduce risk to at-risk or vulnerable populations during extreme weather conditions.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure, Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood, Dam Failure, Thunderstorm Wind, Tornado, Hail, Lightning, Winter Storm, Extreme Heat
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Health/ Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$1,800,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock Memorial Civic Center
Implementation Schedule:	Within 15 or years of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan / Sheltering Plan

COMMENTS:

Facility is in multiple plans to be utilized as an emergency temporary shelter and point of distribution. This will provide more efficient loading and unloading of transportation vehicles for supplies and resources, current dock does not provide capacity needed during emergency operations.

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock – Action #1
Proposed Action:	Procurement of security fencing and barricades.
BACKGROUND INFORMATION	
Site and Location:	Lubbock Memorial Civic Center
Risk Reduction Benefit (Current Cost/Losses Avoided):	Ensure continuity of critical services. Reduce risk to at-risk or vulnerable populations during extrem weather conditions.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure – Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado, Hail, Lightning, Winter Storm, Extreme Heat
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Health/ Medical
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$1,000,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock Memorial Civic Center
Implementation Schedule:	Within 10 years of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan / Sheltering Plan

COMMENTS:

Facility is in multiple plans to be utilized as an emergency temporary shelter and point of distribution.

	City of Lubbock – Action #15
Proposed Action:	Enclosure of central courtyard.
BACKGROUND INFORMATION	
Site and Location:	Lubbock Memorial Civic Center
Risk Reduction Benefit (Current Cost/Losses Avoided):	Ensure continuity of critical services. Reduce risk to at-risk or vulnerable populations during extreme weather conditions.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure – Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado, Hail, Lightning, Winter Storm, Extreme Heat
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Health/ Medical
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$10,750,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock Memorial Civic Center
Implementation Schedule:	Within 15 years of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan / Sheltering Plan

COMMENTS:

Facility is in multiple plans to be utilized as an emergency temporary shelter and point of distribution.

	City of Lubbock – Action #16
Proposed Action:	Procurement of accessible shower facilities
BACKGROUND INFORMATION	
Site and Location:	Lubbock Memorial Civic Center
Risk Reduction Benefit (Current Cost/Losses Avoided):	Ensure continuity of critical services. Reduce risk to at-risk or vulnerable populations during extreme weather conditions.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure - Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Thunderstorm Wind, Tornado, Winter Storm, Hail, Extreme Heat, Wildfire
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Health/ Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$500,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock Memorial Civic Center
Implementation Schedule:	Within 15 years of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan / Sheltering Plan

COMMENTS:

Facility is in multiple plans to be utilized as an emergency temporary shelter. Facility currently only has one (1) accessible shower available when used as an emergency temporary shelter.

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock – Action #17
Proposed Action:	Purchase three sets of vehicle barricade systems for use in street closures and evacuations. Three sets will allow for enough barricades to completely block off a major thoroughfare.
BACKGROUND INFORMATION	
Site and Location:	City-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Ensure continuity of critical services. Reduce risk of injury and fatalities during extreme weather conditions.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm, Flood, Tornado, Wildfire, Dam Failure
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/security and Health/Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$360,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	Lubbock Police Department
Implementation Schedule:	Within 5 years of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:

Reduce the number of officers used to block key vehicle approach routes during severe weather and other significant events to reduce/prevent loss of life due to a vehicle entering a hazard area. These systems will keep public from moving the system and entering in secured or evacuated areas.

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock – Action #18
Proposed Action:	Establish a City of Lubbock Fusion Center to provide rapid collection and dissemination of intelligence and field reports related to upcoming natural hazards to ensure effective and efficient mitigation and response actions are coordinated in an appropriate manner.
BACKGROUND INFORMATION	
Site and Location:	Lubbock Police Department Headquarters
Risk Reduction Benefit (Current Cost/Losses Avoided):	Ensure continuity of critical services. Reduce risk of injury and fatalities through providing real-time situational awareness and more efficient use of resources.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations, Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Tornado, Winter Storm, Hail, Flood, Drought, Lightning, Wildfire, Extreme Heat, Dam Failure
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/security and Health/Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$500,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	Lubbock Police Department
Implementation Schedule:	Within 10 years of plan adoption
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock – Action #19
Proposed Action:	Purchase a reinforced ambulance with high clearance.
BACKGROUND INFORMATION	
Site and Location:	Lubbock Fire Rescue
Risk Reduction Benefit (Current Cost/Losses Avoided):	Ensure continuity of critical services. Reduce risk of injury and fatalities during extreme weather conditions.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Winter Storm, Tornado
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Health/Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$819,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	Lubbock Fire Rescue
Implementation Schedule:	Within 24-60 months of plan adoption or as funds become available
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:

Assists in search and recovery operations during winter weather or tornado events where normal vehicles cannot access. Provides protection to emergency medical responders and patients during winter weather and tornado events and around debris.

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock – Action #20
Proposed Action:	Purchase a reinforced rescue vehicle with high clearance.
BACKGROUND INFORMATION	
Site and Location:	Lubbock Police Department Headquarters
Risk Reduction Benefit (Current Cost/Losses Avoided):	Ensure continuity of critical services. Reduce risk of injury and fatalities during extreme weather conditions
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Winter Storm, Tornado
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Health/Medical
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$389,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	Lubbock Police Department
Implementation Schedule:	Within 24-60 months of plan adoption or as funds become available
Incorporation into Existing Plans:	Emergency Response Plan

COMMENTS:

Assists in search and recovery operations during winter weather or tornado events where normal vehicles cannot access.

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock- Action #21
Proposed Action:	Install new central computer traffic system and communication system including controllers, hardware, and wireless Ethernet to protect against outages in the event of severe weather events.
BACKGROUND INFORMATION	
Site and Location:	City-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Ensure continued operation of traffic system and communications during severe weather and disasters; improve quality of life for residents.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Thunderstorm Wind, Winter Storm, Tornado, Hail, Flood, Wildfire, Extreme Heat
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$4,750,000
Potential Funding Sources:	City of Lubbock
Lead Agency/Department Responsible:	Traffic Engineering
Implementation Schedule:	Within 2 years of plan adoption
Incorporation into Existing Plans:	Traffic and Emergency Plans

COMMENTS:

The battery backup program is still ongoing. This allows for cameras at intersections to run during power outages to assist the Traffic Management System and the Emergency Operations Center. Fiber optic runs will continue and are planned for in both water, wastewater, and street projects by installing conduit for future fiber to assist interconnectivity of the City's operations.

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock– Action #22
Proposed Action:	Continue to assess areas to widen and improve carrying capacity of floodwaters.
BACKGROUND INFORMATION	
Site and Location:	City-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce property damage and potential flooding of area structures; reduce monetary cost of road improvements due to washout.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	\$245,000
Potential Funding Sources:	Local Funds, State and Federal Grant
Lead Agency/Department Responsible:	City of Lubbock Street Engineering
Implementation Schedule:	Ongoing
Incorporation into Existing Plans:	Stormwater Management Plan, Drainage Criteria Manual, Capital Improvement Plan

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock– Action #23
Proposed Action:	Hire consultant to inspect and identify improvements on the dry side of the John T. Montford Dam structure.
BACKGROUND INFORMATION	
Site and Location:	Lake Alan Henry at Dam site
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce property damage and avoid loss of life. Reduce rate of erosion within the Dam area.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

IITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	Reduce flooding potential downstream of dam
Priority (High, Moderate, Low):	High
Estimated Cost:	\$4,500,000
Potential Funding Sources:	Local Funds, State and Federal Grant
Lead Agency/Department Responsible:	City of Lubbock/Water Utilities
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Capital Improvement Plan

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock– Action #24
Proposed Action:	Install eight miles of gravity flow storm sewer pipe as part of the Northwest Lubbock Drainage Improvements project, and to help maintain CRS rating for flood prevention.
BACKGROUND INFORMATION	
Site and Location:	NW Loop 289, Quaker Avenue, Erskine Street
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce flood risk through improved drainage capacity. Reduce risk of damages and injuries. Reduce emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	Reduce potential flooding due to drainage project
Priority (High, Moderate, Low):	High
Estimated Cost:	\$70 million
Potential Funding Sources:	Local Funds, State and Federal Grant
Lead Agency/Department Responsible:	City of Lubbock Stormwater Engineering
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Stormwater Management Plan, Drainage Criteria Manual

COMMENTS:

Phase 3 is in construction and Phase 4 is in design. Additional phases will add additional playas to the Northwest System.

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock– Action #25
Proposed Action:	Continue to assess addition sites that requirement upgrades/replacement of regulatory and warning traffic signs, install breakaway and/or install pavement markings at intersections and school zones to mitigate flood velocity damage during flooding events.
BACKGROUND INFORMATION	
Site and Location:	City-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce danger to residents and students in high flood risk zones by providing warning signs.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Education and Awareness, Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Communication
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$300,000
Potential Funding Sources:	Local Funds, State and Federal Grant
Lead Agency/Department Responsible:	City of Lubbock Traffic Engineering
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	Stormwater Management Plan, Drainage Criteria Manual

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock– Action #2
Proposed Action:	Purchase emergency generators as backup in disasters and power outages.
BACKGROUND INFORMATION	The second s
Site and Location:	City-wide critical facilities and infrastructures including but not limited to effluent pump stations, lift stations.
Risk Reduction Benefit (Current Cost/Losses Avoided):	Provide power to critic facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Drought, Extreme Heat, Flood, Hail, Lightning, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security, Energy (Power/Fuel)
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$450,000 - \$2,000,000
Potential Funding Sources:	Local Funds, State and Federal Grant
Lead Agency/Department Responsible:	City of Lubbock/Water Utilities
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Continuance of Operations Plan (COOP), Emergency Operations Plan

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

	City of Lubbock– Action #27
Proposed Action:	Annual review of Emergency Action Plans for Montford Dam and Canyon Lake Dam #2 and #3.
BACKGROUND INFORMATION	Annual International Contractor States
Site and Location:	City-wide, Lake Alan Henry area
Risk Reduction Benefit (Current Cost/Losses Avoided):	Ensure adequate emergency plan is in place for area dams. Reduces risk of damages, injuries, and loss of life.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

AITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	High
Estimated Cost:	\$10,000
Potential Funding Sources:	Local funds (staff time)
Lead Agency/Department Responsible:	City of Lubbock/Water Utilities
Implementation Schedule:	Annually
Incorporation into Existing Plans:	Emergency Response and Evacuation Plan

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock– Action #28
Proposed Action:	Unified Development Code project: Implement and incorporate smart growth initiative within development policy and ordinances.
BACKGROUND INFORMATION	
Site and Location:	City-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Ensure adequate water supplies and key infrastructure are available. Reduce risk of injury and fatalities to vulnerable and at-risk populations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Wildfire, Extreme Heat, Drought
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	Reduce risk to new structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$10,000
Potential Funding Sources:	Local funds (staff time)
Lead Agency/Department Responsible:	City of Lubbock Planning Department
Implementation Schedule:	2023
Incorporation into Existing Plans:	Comprehensive Community Development Plan

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

Protects infrastructure, reduces cost of reparation, and prevents injury to residents.

	City of Lubbock– Action #29
Proposed Action:	Continue to explore and purchase rescue response vehicles that can be used during severe weather events.
BACKGROUND INFORMATION	
Site and Location:	City-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce risk on injury and fatalities. Reduce risk to emergency response personnel. Ensure continuity of critical services and expedites rescue operations.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Preparedness

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Dam Failure, Flood, Thunderstorm Wind, Tornado, Winter Storm, Wildfire
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$150,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock Police Department
Implementation Schedule:	Within 12-60 months of plan adoption
Incorporation into Existing Plans:	N/A

COMMENTS:

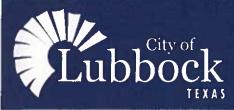
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:

	City of Lubbock– Action #30
Proposed Action:	Installation of a lateral for Lake 054 in order to restore capacity to the non-overflow playa lake in between storm events.
BACKGROUND INFORMATION	
Site and Location:	Indiana Avenue from 2nd Place to Grinnell Street and the Arnett Benson neighborhood.
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce danger to residents in flood zone. Reduce flood risk through improved drainage capacity. Reduce risk of damages to properties in the area. Reduce emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructures
Priority (High, Moderate, Low):	High
Estimated Cost:	\$6.5 million
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	City of Lubbock CIP Engineering
Implementation Schedule:	Within 1-3 years of plan adoption, currently in design phase
Incorporation into Existing Plans:	Stormwater Management Plan, Drainage Criteria Manual

COMMENTS:

NFIP & WHY MITIGATION ACTION IS APPROPRIATE:



Proposed Operating Budget & Capital Program

FY 2024-25 | Volume 2

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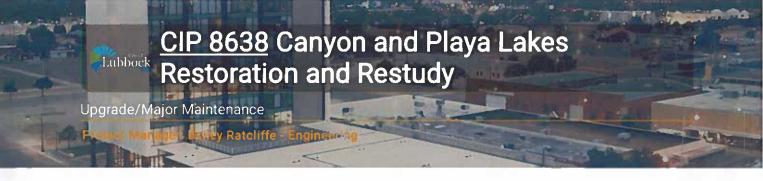
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Appropriation Summary - Stormwater

			Unappropriated Planning Years					
Project Name	Appropriation to Date	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Total
(8606) FEMA Restudy - Systems C & D	900,000	-	-	5	38	. R	•	900,000
(8628) Digital Orthophotography	1,265,000			10	1.2		-	1,265,000
(8638) Canyon and Playa Lakes Restoration and Restudy	2,000,000	•	2,100,000		-		-	4,100,000
(8667) Flood Protection Study	762,500	-	-	1			•	762,500
(8676) Watershed Boundary and Drainage Studies	525,000	300,000	325,000	350,000	375,000	400,000	425,000	2,700,000
(8677) FEMA Restudy - System B	500,000		-	-	-	-	-	500,000
(8678) Storm Water Vault Improvements	150,000	50,000	-	-	-	-	•	200,000
(92653) Storm Water Rehabilitation & Maintenance	2,700,000		-	•		•	-	2,700,000
(92654) Upland Ave and 66th St Playa Drainage Improvements	8,150,000	-	500,000	-	-	-	-	8,650,000
(92655) North Quaker and Clovis Drainage	1,250,000	-	-	-	-	-	20,000,000	21,250,000
(92708) Memphis Avenue Drainage Improvements	120,583						-	120,583
(92743) Playa Lake 054 Lateral Extension	7,500,000		-	-	-	-	-	7,500,000
(92798) Mackenzie Park Dam Structure Eval and Restoration	1,000,000	-	-	-	-	-	-	1,000,000
(92842) Storm Water System Improvements	1,562,868	•	625,000	625,000	625,000	625,000	625,000	4,687,868
(2022202) Topographic Information Acquisition		650,000	275,000	300,000	325,000	350,000	375,000	2,275,000
(2024027) Stormwater System Improvements & Maintenance	-	650,000	675,000	700,000	725,000	750,000	775,000	4,275,000
(2024028) Drainage Improvements for Arterials	-	1,000,000	1,000,000	1,000,000	-	-	-	3,000,000
(2024029) Canyon Lakes Channel Restoration and Maintenance		*	-	500,000	3,000,000		•	3,500,000
(2024042) Canyon Lake No. 6 Dam Evaluation and Restoration	-	250,000	250,000	5,000,000	-	-	-	5,500,000
2024043) Stormwater Pipe Inspection	-	1,500,000	-	-	-	-	-	1,500,000
[otal	28,385,951	4,400,000	5,750,000	8,475,000	5,050,000	2,125,000	22,200,000	76,385,951

Funding Summary - Stormwater

Funding Source	Funding to Date	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Total
Stormwater Fund Cash	17,727,530	4,400,000	5,750,000	3,475,000	5,050,000	2,125,000	2,200,000	40,727,530
Stormwater Fund Bonds	10,095,921	•		5,000,000		10	20,000,000	35,095,921
Texas Water Development Board Bonds	562,500	-	-	5	÷۳.	150		562,500
Total	28,385,951	4,400,000	5,750,000	8,475,000	5,050,000	2,125,000	22,200,000	76,385,951



Project Scope

Canyon Lake No.6 will be excavated/ dredged to restore volume in the canyon lakes system. This work must be completed to restore functionality back to the original design.

Project Justification

The Jim Bertram Canyon Lakes System provides the public valuable flood protection, recreation, and future water supply potential. With the lapse of time, sediment and debris have naturally washed into the lakes during and after rain events. The accumulated sediment has significantly decreased the capacity and depth of Canyon Lake No. 6. This project would restore capacity and depth to Canyon Lake No. 6 by removing the accumlated sediment through dredging. Dredging the lake will also restore valuable storage to protect against flooding, and add recreational value.

After the restoration is complete, a new study will be needed to reflect the actual on-site conditions. A FEMA restudy of the area will allow a more accurate designation of the regulatory floodway that will become critical for any future development or redevelopment within this area.

Project Highlights

Council Priorities Addressed: Redevelopment Community Improvements Growth and Development

Project Dates

Design Start Date: 07/2023 Design Completion Date: 07/2024 Construction Bid Date: 08/2024 Construction Completion Date: 09/2025

Project History

- FY 2018-19 \$250,000 was appropriated by Ord. 2018-00109
- FY 2022-23 \$1,750,000 was appropriated by Ord. 2022-00136

Project Location

Canyon Lake No. 6

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$2,100,000	\$0	\$0	\$0	\$0
TOTAL	\$2,000,000	\$0	\$2,100,000	\$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
Stormwater Fund Cash	\$2,000,000	\$0	\$2,100,000	\$0	\$0	\$0	\$0
TOTAL	\$2,000,000	\$0	\$2,100,000	\$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

CIP 8676 Watershed Boundary and Drainage Studies

Master Plan/Studies

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

Review the current Master Drainage Plan and other studies, GIS data, development updates, and other City information. Identify changes to system watersheds, verify and update hydrologic input and storage information with updated land use and topographic data. Incorporate updated information into existing hydrologic and hydraulic models in order to use with ongoing development activities. Analyze current models for impacts of revisions to system input on peak playa water surface elevations, base flood elevations, flow depth and top width for all prescribed rainfall events.

Perform a high-level review of frequent flooding / drainage issues - Conduct field visits in conjunction with limited desktop assessments to allow for a rapid assessment of drainage problems throughout the entire City. Update flood mapping using revised model information, integrating results into GIS system components. Compare model results and revised mapping to existing data, identify and confirm any changes to flow rates, depths, water surface elevations, and floodplain limits.

Perform a detailed study of the highest priority areas identified in high-level review, assess problem severity and establish improvement priorities. Compile this information into a format that may be used by the City of Lubbock in daily operations, to track existing and developing flooding issues and to manage capital improvement project (CIP) program.

Identify and rank proposed drainage capital improvement projects within each of the City's different drainage systems based on an approved ranking criteria. Prepare Drainage CIP total budget estimates for proposed improvements which may include studies, engineering design, and construction cost. Prepare a GIS Database that organizes the ranked Drainage CIPs so that they can be stored, recalled, and addressed over a specific time period.

Project Justification

The goal is to manage ongoing development and drainage mitigation as well as plan for future development within the City, in the City's extraterritorial jurisdiction (ETJ) and areas of annexation by providing potential solutions and costs to aid City staff in programming of future Drainage Capital Improvement Projects. This project is intended to provide the City with a tool to determine and prioritize potential drainage and flooding problems and develop proactive solutions for effective and efficient stormwater management.

Project Highlights	Project History
Council Priorities Addressed: Growth and Development	 FY 2022-23 \$250,000 was appropriated by Ord. 2022-00136 FY 2023-24 \$275,000 was appropriated by Ord. 2023-00108
Project Dates	Project Location
Study Start Date: 10/2023 Study Completion Date: 10/2025	Internal Project

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$525,000	\$300,000	\$325,000	\$350,000	\$375,000	\$400,000	\$425,000
TOTAL	\$525,000	\$300,000	\$325,000	\$350,000	\$375,000	\$400,000	\$425,000

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Stormwater Fund Cash	\$525,000	\$300,000	\$325,000	\$350,000	\$375,000	\$400,000	\$425,000
TOTAL	\$525,000	\$300,000	\$325,000	\$350,800	\$375,000	\$400,000	\$425,000

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 2022202 Topographic Information Acquisition & Digital Orthophotography

Upgrade/Major Maintenance

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

The project includes topographic information acquisition for approximately 350 square miles (city limits plus stormwater drainage areas and the Metropolitan Planning Organization area). Collection of LiDAR data as a part of the digital orthophotography collection project. Digital Orthophotography will result in the creation of new contour mapping. The data is also used in many engineering and surveying applications, including drainage analyses. Deliverables include raw data, a digital terrain model, and contours. This request includes everything needed for the project, including surveying, ground control, and a network server. LiDAR data will be acquired over the same project area as the imagery in a companion project.

Project Justification

The City of Lubbock has maintained a 5 year cycle for collecting topographic information for many years and digital orthophotography annually. This collection of data is provided as an aide to staff, consultants, and the development community. This project is closely related to project number 8628, Digital Orthophotography, and will run concurrently with that project.

Project Highlig	lhts			Project Histo	ory	Project History					
Council Priorit Fiscal Disciplin Community Im Growth and De Communicatio	provements evelopment	;									
Project Dates				Project Loca	tion						
Bid Date: 10/2 Award Date for Project Start D Project End Da Project Approp	r Bid: 3/2025 pate: 4/2025 pte: 9/2025			City-wide							
				0000 07 D. d	0007 00 Dudant						
Approj	priation to Date 202	201 4 - 25 Budget 201	25 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget				
Approj Design	priation to Date 202 \$0	4 - 25 Budget 20 \$650,000	\$275,000	\$300,000	\$325,000	2028 - 29 Budget \$350,000	2029 - 30 Budget \$375.000				
		the second devices in a second	and the second se	the second second second							
Design	\$0 \$0	\$650,000	\$275,000	\$300,000	\$325,000	\$350,000	\$375,000				
Design TOTAL	\$0 \$0	\$650,000	\$275,000	\$300,000	\$325,000	\$350,000	\$375,000				
Design TOTAL	\$0 \$0	\$650,000 \$650,000	\$275,000 \$275,000	\$300,000 \$300,000	\$325,000 \$325,000	\$350,000 \$350,000	\$375,000 \$375,000				

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

Lubbook CIP 2024027 - Stormwater System Rehabilitation & Maintenance

Upgrade/Major Maintenance From Manager Filey Ratcliff

Project Scope

This project will include the design and construction of needed stormwater improvements, rehabilitation, or maintenance throughout the City to maintain the City's playa lakes system and drainage infrastructure.

Project Justification

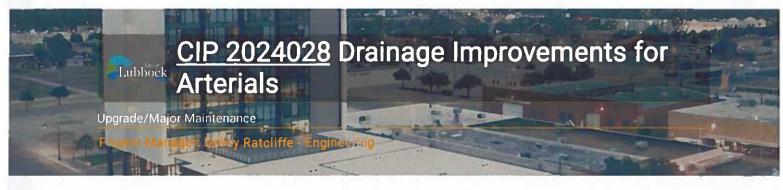
The City of Lubbock Stormwater system has continual issues of erosion around drainage structures, most of which are located in City Parks. Erosion has caused undermining and failures at various locations. Maintenance needs for the Storm Water system may be identified through CCTV pipe inspection, visual inspection of elements above grade, complaints from Citizens and other City Departments. This project will allow for the design and construction of infrastructure repair, erosion control, and preventative maintenance of drainage structures.

Project Hig	ghlights			Project Histo	ory				
	iorities Addressed y Improvements cipline	d:							
Project Da	tes			Project Location					
Stormwate	er Maintenance C	ontract:		City-wide					
Bid Date: 0	1/2025								
Award Date	e: 03/2025								
Project Sta	art Date: 04/2025								
Project Co	mpletion Date: 04	/2030							
Project Ap	propriations								
	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget		
Design	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000		
Construction	\$0	\$625,000	\$650,000	\$675,000	\$700,000	\$725,000	\$750,000		
TOTAL	\$0	\$650,000	\$675,000	\$700,000	\$725,000	\$750,000	\$775,000		

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Stormwater Fund Cash	\$0	\$650,000	\$675,000	\$700.000	\$725,000	\$750,000	\$775,000
TOTAL	\$0	\$650,000	\$675,000	\$700,000	\$725,000	\$750,000	\$775,000

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



Project Scope

Design and construct drainage improvments for arterial roadways, giving preference to arterials being improved under the 2022 Street Bond package.

Project Justification

During design and construction of the 2022 Street Bond roads, many significant drainage challenges have emerged. This project would allow the drainage to be designed and constructed with a reduced impact to the roadway design and construction budget. Optimizing runoff paterns and reducing the depth of stormwater flow in arterial roadways reduces risk to the traveling public and can increase the life of pavement.

Project Highlights

Council Priorities Addressed: Public Safety Fiscal Discipline Growth and Development

Project Dates

Project Location

Project History

Ongoing

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	\$0	\$1,000,000	\$1,000,000	\$1,000,000	\$0	\$0	\$0
TOTAL	\$0	\$1,000,000	\$1,000,000	\$1,800,000	\$0	\$0	\$0

Project Funding

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

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



Project Scope

The Canyon Lake No. 6 Dam was completed in 1976. This project will include evaluating the dam for structural integrity, seepage, and hydraulic behavior. After the evalution is complete, any necessary improvements will be designed and constructed.

Project Justification

The goal of this project is to extend the useful life of the Canyon Lakes No. 6 dam.

Project Highlights

Council Priorities Addressed: Community Improvement Redevelopment

Project Dates

Bid Date for Design: 10/2025 Award date for Design: 01/2026 Design Completion: 07/2027 Bid Date for Construction: 08/2027 Award date for Construction: 10/2027 Begin Construction: 11/2027 Construction Completion: 11/2028 Project History

Project Location

Canyon Lake No. 6 (Dunbar Historical Lake)

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$0	\$250,000	\$250,000	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0
TOTAL	\$0	\$250,000	\$250,000	\$5,000,000	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Stormwater Fund Cash	\$0	\$250,000	\$250,000	\$0	\$0	\$0	\$0
Stormwater Fund Bonds	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0
TOTAL	\$0	\$250,000	\$250,000	\$5,000,000	\$0	\$0	\$0

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

2024043 - Stormwater Pipe Inspection

Master Plan/Studies

Project Manager: Bailey Ratcliffe - Engineering

Project Scope

Inspect City stormwater infrastructure and record any defects, possible leaks, or illicet connections in order to remain in complaince with the stormwater permit.

Project Justification

The City's entire stormwater infrastucture was inspected in phases from 2006-2013. The project was massively beneficial, revealing pipe defects, and adding valuable information to the City's GIS system. A decade later, the infrastructure is in need of inspection again. Routine inspection allows for early detection of issues in the stormwater pipe, which may result in smaller, cheaper, and faster repairs.

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	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,500,000	\$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
Stormwater Fund Cash	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0

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



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2024-O0137, accepting the City of Lubbock Planning and Zoning Commission's final report of October 3, 2024, to the Lubbock City Council, on proposed amendments to the Unified Development Code (Ordinance No. 2023-O0054) recommended for adoption, limited to the following:

- 1. Section 39.03.015.e Ground cover Requirements
- 2. Table 39.03.016-2 Bufferyard Classifications and Division 3.4 Trees, Landscaping, and Buffering
- 3. Table 39.03.015-1 Landscape Points System
- 4. Section 39.10.002 Definitions
- 5. Table 39.03.015-1 Landscape Points System
- 6. Section 39.03.019.a.6.B Installation & Maintenance
- 7. Section 39.10.002 Definitions
- 8. Appendix A Plant List and Chapter 39 Unified Development Code
- 9. Section 39.03.019.a.2 Installation and Maintenance
- 10. Section 39.03.016.e.1 Bufferyard Standards

11. Section 39.03.014.b General Provisions and Table 39.03.014-1 Required Landscaping Types Summary

- 12. Table 39.03.015-1 Landscape Points System
- 13. Table 39.03.015-1 Landscape Points System
- 14. Section 39.03.016.e.3.B Parking Bufferyard Standards
- 15. Section 39.03.019.e.6 Installation and Maintenance
- 16. Table 39.03.014-1 Required Landscaping Types Summary
- 17. Table 39.03.015-1 Landscape Points System
- 18. Table 39.03.015-1 Landscape Points System Other
- 19. Section 39.03.016.e.4 Street Bufferyard
- 20. Table 39.03.016-3 Street Bufferyard Requirements
- 21. Section 39.03.016.e.3.A Parking Bufferyard Standards
- 22. Section 39.03.016.e.3.B.i Parking Bufferyard Standards Composition
- 23. Section 39.03.019.d.6 Installation and Maintenance
- 24. Section 39.03.015 Development Landscaping
- 25. Section 39.03.015 Development Landscaping
- 26. Figure 39.03.015-2 Illustrative Parking Lot Planting Requirements
- 27. Section 39.03.016.d.1 Composition of Bufferyards
- 28. Table 39.03.016-1 District Bufferyard Standards

Item Summary

The Planning and Zoning Commission (PZC) and City Council held a joint public hearing on September 26, 2024, to discuss amending the Unified Development Code (Ordinance No. 2023-O0054).

The attached amendments were presented by staff at the joint hearing. The Planning and Zoning Commission (PZC) recommended approval of the proposed amendments by a vote of 4-1-0, at their regular meeting on Thursday, October 3, 2024.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager Kristen Sager, Director of Planning Planning and Zoning Commission

Attachments

Ordinance - UDC Landscape Amendments Proposed UDC Landscape Amendments

ORDINANCE NO.

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE (ORDINANCE NO. 2023-O0054), AMENDING DIVISION 3.4, RELATED TO TREES, LANDSCAPING, AND BUFFERING, INCLUDING, BUT NOT LIMITED TO, SECTION 39.03.014.b **GENERAL** 39.03.014-1 REGARDING **PROVISIONS**, TABLE REGARDING REOUIRED LANDSCAPE SECTIONS 39.03.015 TYPES. AND 39.03.015.e REGARDING DEVELOPMENT LANDSCAPING AND GROUNDCOVER REQUIREMENTS, TABLES 39.03.015-1&2 REGARDING LANDSCAPE POINT AND PARKING LOT PLANTING REQUIREMENTS, SECTIONS SYSTEM 39.03.016.d.1, 39.03.016.c.1, 39.03.016.c.3.A, 39.03.016.e.3.B.i, 39.03.016.e.4&6, AND 39.03.016-1 THROUGH 39.03.016-3 TABLES REGARDING BUFFERYARD LANDSCAPING, SECTION 39.03.017 TREE PRESERVATION SECTIONS 39.03.019.a.2, 39.03.019.a.6.B, AND 39.03.019.d.6 REGARDING INSTALLATION AND MAINTENANCE, THE APPENDICES SECTION, APPENDIX A RELATED TO PLANT LISTS, DIVISION 2.2, TABLES 39.02.004.a-4, 39.02.004.b-4, 39.02.004.c-4, 39.02.004.d-4, 39.02.004.c-4, 39.02.006.a-4, 39.02.006.b-4, 39.02.006.c-4, 39.02.006.d-4, 39.02.006.e-4, 39.02.006.f-4, AND 39.02.006.g-4 RELATED TO ZONING DISTRICTS AND STANDARDS, SPECIFICALLY REQUIRED LANDSCAPING TYPES SUMMARY, AND SECTION 39.10.002, RELATED TO DEFINITIONS, PROVIDING A REPEALER CLAUSE; 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 September 26, 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 October 8, 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 August 13, 2024 by Resolution No. 2024-R0374; and

WHEREAS, notice of the joint public hearing was duly published in the <u>Lubbock</u> <u>Avalanche-Journal</u> 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-R0374, 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-O0054) is hereby amended with regard to Division 3.4, related to Trees, Landscaping, and Buffering, including, but not limited to, Section 39.03.014.b regarding General Provisions, Table 39.03.014-1 regarding Required Landscape Types, Sections 39.03.015 and 39.03.015.c regarding Development Landscaping and Groundcover Requirements, Tables 39.03.015-1&2 regarding Landscape Point System and Parking Lot Planting Requirements, Sections 39.03.016.d.1, 39.03.016.e.1, 39.03.016.c.3.A. 39.03.016.e.3.B.i, 39.03.016.e.4&6, and Tables 39.03.016-1 through 39.03.016-3 regarding Buffervard Landscaping, Section 39.03.017 Tree Preservation, Sections 39.03.019.a.2, 39.03.019.a.6.B, and 39.03.019.d.6 regarding Installation and Maintenance, the Appendices section, Appendix A related to Plant Lists, Division 2.2, Tables 39.02.004.a-4, 39.02.004.b-4, 39.02.004.c-4, 39.02.004.d-4, 39.02.004.e-4, 39.02.006.a-4, 39.02.006.b-4, 39.02.006.c-4, 39.02.006.d-4, 39.02.006.e-4, 39.02.006.f-4, and 39.02.006.g-4 related to Zoning Districts and Standards, specifically Required Landscaping Types Summary, and Section 39.10.002, related to Definitions

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: sten Sager, Director of Planning

ROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Cedocs://Ordinance Amending UDC landscaping 9.25.24

1. Section 39.03.015.e - Groundcover Requirements

- a. Current Language: Groundcover Requirements. Eligible groundcover area shall not include concrete, asphalt, or other impervious surfaces, with the exception of xeriscape groundcover, rocks, decorative pavers, or stamped, dyed concrete which may be used only within the first one and one-half feet of the parking island to allow persons to access their vehicle without stepping on landscaping. The height of the groundcover plant species chosen shall not interfere with the triangle established in Section 39.02.022, *Measurements,* along access drives or anywhere throughout the parking lot.
- b. Proposed Revision: Groundcover Requirements. Eligible groundcover area shall not include concrete, asphalt, or other impervious surfaces., with the exception of x-Xeriscape groundcover, rocks (gravel), decorative pavers, or stamped, dyed concrete which may be used, provided there are a minimum of 5 live plants planted within the groundcover area, for every 100 square feet of the groundcover area only within the first one and one half feet of the parking island to allow persons to access their vehicle without stepping on landscaping. The height of the groundcover plant species chosen shall not interfere with the triangle established in Section 39.02.022, Measurements, along access drives or anywhere throughout the parking lot.

2. Table 39.03.016-2 – Bufferyard Classifications and Division 3.4 Trees, Landscaping, and Buffering

- a. Proposed Revision: Remove all references to shrubs and Natural Bufferyards.
- b. Add:
 - i. When a District Bufferyard is required along the rear property line, a minimum 7 foot tall solid masonry fence meeting the regulations in Section 39.03.016.e., may be installed along the rear property line, in lieu of the landscape bufferyard.
 - ii. When a District Bufferyard is required along the rear property line adjacent to an alley, either a minimum 7 foot tall solid masonry fence meeting the regulations in Section 39.03.016.e., or the required landscape bufferyard with a minimum 7 foot tall solid wood fence, must be installed along the rear property line.
- **c.** Change the berm width from **34**' to **18**' on Type A.
- **d.** Change the berm width from 34' to 26' on Type B.
- e. Change the number of Ornamental Trees per 100 Linear Feet from 4 to 3 on Type C.
- f. Change the number of Canopy Trees per 100 Linear Feet from 4 to 3 on Type D.
- **g.** Change the number of Ornamental Trees per 100 Linear Feet from 6 to 3 on Type D.
- **h.** Amend <u>Figure 39.03.016-1 Bufferyard Examples</u> to only show the one bufferyard example for each of the four types.
- i. On Type D change Structural to Without Berm: 30
- j. On Height of Wall or Fence change from 6 to 7

	Table 39.03.016-2 Bufferyard Classifications				
Bufferyard Type	Width (feet)	Required Plantin	gs per 100 Linear Feet (Structural / Natural)	Height of Wall or
butteryard Type	wiath (reet)	Canopy	Ornamental	Chrubs-	Fence / Berm (feet)
A	Structural or Natural without berm: 5 Natural with berm: 18	1/ 1	2/+	-10/15-	7 / 4
В	Structural or Natural without berm: 10 Natural with Berm: 26	2/2	4/5	-15/20-	7 / 4
C	S tructural or Natural without berm: 15 N atur al with Berm:34	3/ 3	3 /5	-28 / 25 -	7 / 4
D	Structura l: 30 N iatur al with Berm: 34	3 / +	3 / =	-00/30 -	7 / 4

3. Table 39.03.015-1 Landscape Points System

a. Proposed Revision: Change "One canopy or two ornamental trees per 1,000 square feet to 2,000 square feet." Change "Six shrubs per 1,000 square feet to 2,000 square feet."

Table 39.03.015-1 Landscape Points System				
Landscaping Element	Location and Design	Points Earned (+) o Deducted (-)		
Site Landscaping				
One canopy or two ornamental trees per 1,000 square feet of site landscaping area	 All areas not designated in Figure 39.03.015-1, Foundation Planting Example, as foundation plantings, bufferyards, parking lot landscaping, or utilized for pedestrian and vehicular access to the building (for example, sidewalks, parking spaces, loading spaces, service areas, and drive-in or drive-through facilities) shall be land- 	+15 for entire site		
Six shrubs per 1,000 square feet of site landscaping area	scaped with groundcover or consist of xeriscape groundcover, rocks, decorative pavers or stamped, dyed concrete, and designated as site landscaping area.	+10 for entire site		

4. Section 39.10.002 Definitions

- a. Current Language: Groundcover means plants of species that will not generally reach a height of more than two feet, installed in such a manner as to form a continuous cover over the ground. Groundcover includes sod, ornamental grasses, mulch, or perennial or seasonal plantings and are listed as a Groundcover in Appendix A, *Plant List*.
- b. Proposed Revision: Groundcover means plants of species that will not generally reach a height of more than two feet, installed in such a manner as to form a continuous cover over the ground. Groundcover includes sod, ornamental grasses, mulch, or perennial or seasonal plantings and are listed as a Groundcover in Appendix A, *Plant List*. Xeriscape groundcover, where a minimum of 5 live plants are planted within the groundcover area, for every 100 square feet of the groundcover area, is included in this definition.

5. Table 39.03.015-1 Landscape Points System

a.Proposed Revision: Replace this element with the proposal below:

Table 39.03.015-1 Landscape Points System				
Landscaping Element	Location and Design	Points Earned (+) or Deducted (-)		
50 percent of all plant material is water efficient as listed in Appendix A Plant List		+5		

Landscaping Element	Location and Design	Points Earned(+) or Deducted (-)
50 percent of all plant material in the non-turfed landscape areas is Zoned USDA 7, perennial, native, and water wise as defined by a creditable source (IE: Texas Tech University Dept. of Plant & Soil Sciences)		+5
100 percent of all plant material in the non-turfed landscape areas is Zoned USDA 7, perennial, native, and water wise as defined by a creditable source (IE: Texas Tech University Dept. of Plant & Soil Sciences)		+10

6. Section 39.03.019.a.6.B - Installation & Maintenance

a. Current Language: Two one-gallon shrubs are the equivalent of one three-gallon shrub. The minimum number of shrubs required per this Division is based on three-gallon shrubs. If one-gallon shrubs are used, the required number of shrubs shall increase to comply with the 2:1 ratio.

Table 39.03.019-1 Minimum Size of Plants at Installation				
Type of Plant Material	Minimum Size at Installation			
Canopy Tree	3" caliper			
Ornamental Tree	2.5" caliper			
Evergreen Tree	6' in height			
Shrub	3 gal. container			

- b. **Proposed Revision:** Two one-gallon shrubs are the equivalent of one three-gallon shrub. The minimum number of shrubs required per this Division is based on three-gallon shrubs. If one-gallon shrubs are used, the required number of shrubs shall increase to comply with the 2:1 ratio.
- c. Change the minimum size for shrub from 3 gal. to 1 gal.

Table 39.03.019-1				
Minimum Size of Plants at Installation				
Type of Plant Material	Minimum Size at Installation			
Canopy Tree	3" caliper			
Ornamental Tree	2.5" caliper			
Evergreen Tree	6' in height			
Shrub	3 gal. container			

7. Section 39.10.002 - Definitions

- a. Current Language: Canopy Tree means a tree exceeding 30 feet in height at maturity, planted for its high crown of foliage or overhead canopy and listed as a Canopy Tree in Appendix A, *Plant List*.
- b. Proposed Revision: Canopy Tree means a tree whose canopy is a minimum of 20 feet in width exceeding 30 feet in height at maturity, planted for its high crown of foliage or overhead canopy and listed as a Canopy Tree in Appendix A, *Plant List*.
- c. Current Language: Ornamental Tree means a tree 30 feet or less in height at maturity, planted primarily for its ornamental value such as flowers, leaf color, size, or shape and listed as an Ornamental Tree in Appendix A, *Plant List*.
- d. Proposed Revision: Ornamental Tree means a tree whose canopy is a minimum of 10 feet in width 30 feet or less in height at maturity, planted primarily for its ornamental value such as flowers, leaf color, size, or shape and listed as an Ornamental Tree in Appendix A, *Plant List*.

8. Appendix A Plant List and Chapter 39 – Unified Development Code

a. Proposed Revision: Remove Appendix A in its entirety and all references to it within the UDC.

9. Section 39.03.019.a.2 – Installation and Maintenance

- **a. Current Language:** *Standards*. Within each category of required landscaping (canopy trees, ornamental trees, evergreen trees, and shrubs):
 - A. Not more than 60 percent shall be of any one genus; and
 - B. Not more than 40 percent shall be of any one species.
- **b.** Proposed Revision: *Standards*. Within each category of required landscaping (canopy trees, ornamental trees, evergreen trees, and shrubs):
 - A. Not more than 60 percent shall be of any one genus; and
 - B. Not more than 40 percent shall be of any one species.

10. Section 39.03.016.e.1 – Bufferyard Standards

a. Proposed Revision: Generally.

A. *Voluntary Increase in Bufferyard*. Where a lower classification bufferyard is required, the applicant may voluntarily provide a higher classification bufferyard, in part or in whole.

B. *Groundcover Requirements.* In addition to the required plantings, walls, fences, and berms, the remaining portions of all bufferyards shall contain groundcover.

C. *Landscape Points for Bufferyard.* Where a bufferyard is needed, correct location and composition of bufferyard shall result in +10 points towards the total number of landscape points required on a project.

11. Section 39.03.014.b General Provisions and Table 39.03.014-1 Required Landscaping Types Summary

- a. Current Language: Required Landscaping Types. Table 39.03.014-1, *Required Landscaping Types Summary*, sets out the landscaping types eligible for points in each zoning district. Figure 39.03.014-1, *Illustrative Landscape Types*, depicts these types.
- Proposed Revision: Required-Eligible Landscaping Types. Table 39.03.014-1, Required Landscaping
 Types Summary, sets out the landscaping types eligible for points in each zoning district.
 Figure 39.03.014-1, Illustrative Landscape Types, depicts these-the landscaping types eligible for points.
- c. Proposed Revision: Delete Table 39.03.014-1 in its entirety and all references to it.

12. Table 39.03.015-1 Landscape Points System

a. Proposed Revision: Remove the following items

Table 39.03.015-1 Landscape Points System							
Landscaping Element	Location and Design	Points Earned (+) of Deducted (-)					
Other							
100 to 50 percent of water in irrigation system comes from treated production water		+15					
2 5 to 49 percent of water in inigation s ystem comes from treated productio n water							
100 percent of water in irrigation system comes from an approved well on-site		+10					
Ose of locally sourced mulch whereve r mulch is provided on-site	- Shall be provided at a minimum depth of timee inches.	+5					

- 13. Table 39.03.015-1 Landscape Points System
 - a. Proposed Revision: Remove this item in its entirety

Table 39.03.015-1 Landscape Points System					
Landscaping Element	Location and Design	Points Earned (+) or Deducted (-)			
More than 35 percent of the required landscaping area is proposed to be turf grass		-10			

14. Section 39.03.016.e.3.B – Parking Bufferyard Standards

- **a. Current Language:** *Composition.* A parking area buffer shall be composed of one of the following screening devices that are two feet tall:
- **b.** Proposed Revision: Composition. A parking area buffer shall be composed of one any combination of the following screening devices that are two feet tall:

15. Section 39.03.019.e.6 - Installation and Maintenance

- a. Current Language: *Maintenance Easement*. In a multi-tenant development, a maintenance easement a minimum of five feet in width shall be dedicated to the homeowners' or property owners' association, PID, or TIF along applicable property lines within the development.
- b. Proposed Revision: Maintenance Easement. In a multi-tenant development, a maintenance easement a minimum of five feet in width shall be dedicated to the homeowners' or property owners' association, PID, or TIF along applicable property lines within the development.

16. Table 39.03.014-1 – Required Landscaping Types Summary

- **a. Current Language:** Bufferyards are required for new residential development that is developed using the Cluster subdivision option.
- b. Proposed Revision: Remove this requirement.

	Required	Table 39.03.014 Landscaping Typ			
Refer to Section	Required landsca ons 39.03.015, Develop	and the second sec		equired ufferyard Landscaping	
Zoning Districts and Land Uses	Street Yard Trees	Foundation Plantings	Parking Lot Landscaping	Site Landscaping	Bufferyards
RE district for all uses			Exempt	(remove this bufferya	ard
All single-family detached, townhouse, and duplex dwellings in any district where they are permitted	Exempt			requirement)	

a. Proposed Revision: Replace all Parking Lot Landscape Elements with one element:

Table 39.03.015-1 Landscape Points System					
Landscaping Element	Points Earned (+) or Deducted (-)				
Endcap island with groundcover and one canopy tree or one evergreen or two ornamental trees	 At minimum, at the end of alternating parking rows. Each endcap island shall be a minimum of 9' wide and the length of the parking row with 10-foot curb radii on the side closest to the drive aisle. For example, if there is a single row of 90-degree parking spaces, the length is 18 feet; if There is no need for all of these different categories of parking lot landscaping. Distill all of this down to one item: 	+10 for each double parking row with an endcap island and +5 for each single parking row with an endcap island			
Corner island with groundcover and one canopy tree or one evergreen or two ornamental trees	briner island th groundcover and one nopy tree or he evergreen or Landscape areas located within a parking lot as illustrated in Fig. 39.03.014-1 10 points for each canopy tree 5 points for each canopy or evergreen				
Interior island with groundcover an d one canopy tree, one evergreen tree, or two ornamental trees or 15 shrubs	row with 5-foot curb radii on the side closest to the drive aisle. For example, if there is a single row of 90-degree parking spaces, the length is 18 feet; if there is a double row of 90-degree parking spaces, the length is 36 feet.	uddittoriul one			
Median with groundcover a nd ornamental grasses, shrubs, or planters	 At minimum, along the entire centerline of alternating double parking rows. Each median shall be a minimum of 5' wide. 	+10 for each median in a double parking row			

18. Table 39.03.015-1 - Landscape Points System - Other

a. Proposed Revision: Remove this item:

Slope within 10 feet of	A berm (usually placed close to a parking lot) is one of the approved buffer	
street or parking area	types and its side slope is 25%. If that's allowed there, why is it penalized	-10
exceeds 20 percent	here? Remove this item.	

19. Section 39.03.016.e.4 - Street Bufferyard

- a. Current Language: Street Bufferyard. A street bufferyard shall be required for any new residential development that is developed using the Cluster subdivision option or any applicable development in the OF or AC zoning districts based on the classification of the adjacent street in the current City of Lubbock Master Thoroughfare Plan and according to Table 39.03.016-3, Street Bufferyard Requirements. The street bufferyard shall be located along the entire length of the street (except for alleys) and shall be owned and maintained by the property owner, homeowners' association, property owners' association, Public Improvement District (PID), or Tax Increment Finance District (TIF). These buffers shall meet the requirements of the district bufferyard standards in composition.
- b. Proposed Revision: Street Bufferyard. A street bufferyard shall be required for any new residential development that is developed using the Cluster subdivision option or any applicable development in the OF or AC zoning districts based on the classification of the adjacent street in the current City of Lubbock Master Thoroughfare Plan and according to Table 39.03.016-3, Street Bufferyard Requirements. The street bufferyard shall be located along the entire length of the street (except for alleys) and shall be owned and maintained by the property owner, homeowners' association, property owners'

association, Public Improvement District (PID), or Tax Increment Finance District (TIF). These buffers shall meet the requirements of the district bufferyard standards in composition.

20. Table 39.03.016-3 – Street Bufferyard Requirements

a. Proposed Revision:

Table 39.03.016-3 Street Bufferyard Requirements						
		= No street bufferyard required				
		Abutting Street Classification				
Use or District		his entire table. See street buffer comment on prior page.	Local Street			
Cluster Residential Develo						
OF or AC District		C U	А			

21. Section 39.03.016.e.3.A – Parking Bufferyard Standards

- c. Current Language: *Applicability*. All parking areas with more than 10 parking spaces shall have a bufferyard between the street and the edge of the parking areas as follows:
- **d. Proposed Revision:** *Applicability.* All parking areas with more than 10-30 parking spaces between the building and the street shall have a bufferyard between the street and the edge of the parking areas as follows:

22. Section 39.03.016.e.3.B.i – Parking Bufferyard Standards - Composition

a. Current Language:

- i. Continuous hedge;
- ii. Continuous row of ornamental grasses;

b. Proposed Revision:

 Continuous hedge; plant spacing at time of planting to provide continuous screening at time of plant maturity;

ii.Continuous row of ornamental grasses;

23. Section 39.03.019.d.6 - Installation and Maintenance

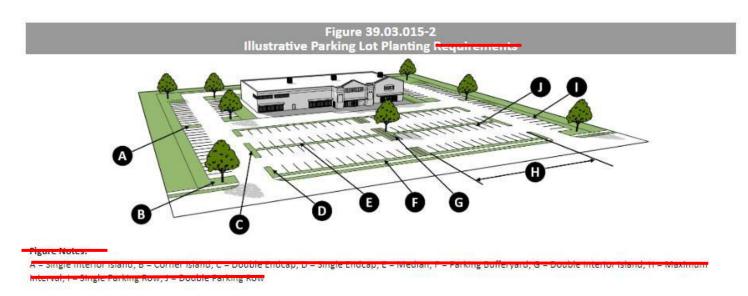
- a. Current Language: Mulch and Inorganic Ground Cover. Wood-based mulch and inorganic ground cover, including rock and wood chips, may be used around all plantings and in all plant beds. Large areas of wood mulch or inorganic ground cover that do not contain plantings are not permitted except when used around a site amenity. Synthetic turf is prohibited except in limited applications deemed acceptable by the Director of Planning.
- b. Proposed Revision: Mulch and Inorganic Ground Cover. Wood-based mulch and inorganic ground cover, including rock and wood chips, may be used around all plantings and in all plant beds. Large areas of wood mulch or inorganic ground cover that do not contain plantings are not permitted except when

used around a site amenity. Synthetic turf is allowed when the total area covered does not exceed more than half of the minimum landscape surface ratio (% of site) prohibited except in limited applicationsdeemed acceptable by the Director of Planning.

- 24. Section 39.03.015 Development Landscaping
 - a. Current Language: None.
 - b. Proposed Revision: f. Contextual Landscape Requirement. Where an infill project is constructed on property zoned Industrial Park (IP), Light Industrial (LI), or General Industrial (GI) and the property is not adjacent to or across from any residentially zoned property, the infill site may match the landscape area coverage percentage and planting materials density on the average of those developed neighboring properties.
- 25. Section 39.03.015 Development Landscaping
 - a. Current Language: None.
 - **b.** Proposed Revision: f. Landscape Architect. When the landscape plan is stamped and sealed by a licensed landscape architect, it shall result in +5 points towards the total number of landscape points required on a project.

26. Figure 39.03.015-2 – Illustrative Parking Lot Planting Requirements

a. Proposed Revision:



- 27. Section 39.03.016.d.1 Composition of Bufferyards
 - a. Proposed Revision: Delete the language below in its entirety

d. Composition of Bufferyards.

- 1. Structural and Natural. Bufferyards, as established in Table 39.03.016-2, Bufferyard Classifications, may be classified as:
 - A. Structural Bufferyards. Structural bufferyards include the use of plant materials and a wall or fence to achieve the required level of buffering and screening; and
 - B. *Natural Bufferyards*. Natural bufferyards include the use of a higher density of plant materials to achieve the required level of buffering and screening. Any natural bufferyard may include an earthen berm; however, the Type D natural bufferyard requires a berm.

28. Table 39.03.016-1 – District Bufferyard Standards

- a. Proposed Revisions:
 - i. Move the **IP** district to the **LI** category
 - ii. Move the MU-1 district to the MU-2 through MU-5 district
 - iii. Remove the requirement for a Type B bufferyard when developing GI property adjacent to LI/IP
 - iv. Remove the requirement for a Type A bufferyard when developing **SF-1/SF-2** property adjacent to **RE**
 - v. Remove the requirement for a Type A bufferyard when developing AC/HC adjacent to NC/OF

Table 39.03.016-1 District Bufferyard Standards										
Zor	ning of Parcel		Zoning of Adjoining District							
	roposed for evelopment	RE	SF-1, SF- 2, M 0-1	MDR, HDR	MU-1 MU-6	NC, OF	АС, НС, П	LI, IP	GI	
RE										
SF-1, SF-2, MU-1										
MDR, HDR		В	А							
MU-1 through MU-6		В	В							
NC, OF AC, HC, H		В	В	В	В					
		С	С	С	В	<u> </u>				
	LI, IP	С	С	С	В	В	В			
GI		D	D	D	С	С	С			



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Planning: Consider a resolution approving the Rules of Procedure for the Zoning Board of Adjustment, as required by Section 211.008(e) of the Texas Local Government Code.

Item Summary

On December 14, 2023, the Zoning Board of Adjustment (ZBA) adopted Rules of Procedure, which outline the Powers of the ZBA, Composition of the Board, Duties of the Presiding Officers, Duties of the Administrator of Zoning, Attendance and General Rules, Public Testimony and Public Hearings, and Procedure for Hearing. As required by Section 211.008(e) of the Texas Local Government Code, the City Council must also approve the Rules of Procedure.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager Kristen Sager, Director of Planning Zoning Board of Adjustment

Attachments

Resolution - ZBA Rules of Procedure ZBA Rules of Procedure

RESOLUTION

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

THAT pursuant to the Texas Local Government Code Section 211.008(e), the Zoning Board of Adjustment (ZBA) Rules of Procedure (Rules) adopted by the ZBA on December 14, 2023 are hereby approved by the City Council of the City of Lubbock. Said Rules are 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:

la

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. ZBA rules 10.3.24

City of Lubbock Zoning Board of Adjustment

Rules of Procedure

Section I – Powers of the Zoning Board of Adjustment

- a) The powers of the Zoning Board of Adjustment (ZBA or Board) include, but are not limited to:
 - 1) To hear, review and decide variance requests as submitted to and prepared by the Secretary of the Zoning Board of Adjustment. The ZBA may grant a variance request provided that:
 - i. It is not contrary to the public interest, and
 - ii. Due to special conditions, a literal enforcement of the City of Lubbock Zoning Ordinance would result in unnecessary hardship, and
 - iii. The spirit of the City of Lubbock Zoning Ordinance is observed and substantial justice is done.
 - 2) To hear, review and decide special exceptions to the terms of the City of Lubbock Zoning Ordinance as submitted to and prepared by the Secretary of the Zoning Board of Adjustment. The ZBA may grant special exception requests provided that:
 - i. The granting of such exception will not be injurious or otherwise detrimental to the public health, safety, morals and the general welfare of the general public, and;
 - ii. The granting of such exception will not be substantially or permanently injurious to the property or improvements in such zone or neighborhood in which the property is located, and;
 - iii. The granting of such exception will be in harmony with the general purpose and intent of the City of Lubbock Zoning Ordinance;
 - iv. In determining its findings, the board shall take into account the character and use of adjoining buildings and those in the vicinity, the number of persons residing or working in such building or upon such land and traffic conditions in the vicinity.
 - 3) To hear, review and decide administrative appeal requests as submitted to and prepared by the Secretary of the Zoning Board of Adjustment, where it is alleged there is error in any order, requirement, decision or determination made by an administrative official in the enforcement of any order or ordinance pertaining to the City of Lubbock Zoning Ordinance. Granting an appeal request may result in the reversal or modification of the administrative order, requirement, decision or determination.

Section II – Composition of the Zoning Board of Adjustment

- a) The Board shall consist of five voting members and four alternates, appointed by the City Council for a term of two years.
 - 1) In the event that a voting member is absent, the alternate member(s) present shall fill the vacant seat of regular members, acting in a voting capacity.
 - 2) Vacancies, created by resignation, shall be filled by alternate members.
- b) The officers of the Board shall consist of a Chair, a Vice-Chair and the Administrator of Zoning.
 - 1) The Administrator of Zoning for the City of Lubbock, referred to as the Director of Planning, shall be an ex-officio member of the ZBA acting in an advisory capacity and without the power vote.

- c) Members of the Board must be residents of Lubbock, Texas.
- d) Members of the Board shall serve without compensation.
- e) Members of the Board may be removed from office for just cause by the Office of the City Secretary.
- f) Members of the Board shall provide notice of resignation to the Director of Planning.
- g) The ZBA shall elect the Chair and Vice-Chair among voting members once a year, at its first regular meeting of the year or as deemed necessary.

Section III – Duties of the Presiding Officers

- a) The Chair shall call all meetings of the ZBA.
- b) The Chair shall preside over all meetings of the ZBA and be a voting member.
- c) The Vice-Chair shall attend all meetings of the ZBA and be a voting member.
- d) The Vice-Chair shall preside at ZBA meetings in the absence of the Chair and shall fulfill all of the duties of the Chair.
- e) In the event of vacancy of the Chair (by resignation or other means), the Vice-Chair shall act as Chair until the election of a new Chair.

Section IV – Duties of the Administrator of Zoning

- a) As an ex-officio member of the ZBA, the Director of Planning shall act as Secretary of the ZBA and shall create and maintain a separate file for each application for appeal, special exception and variance received and shall record therein the names and addresses of all persons, firms, and corporations to whom notice(s) are mailed, including the date of mailing and the person by whom such notices were delivered to the mailing clerk, post office, or mail box and further keep a record of all notices published as required by ordinance.
- b) The Director of Planning shall notify in writing the City Building Official of each decision, interpretation, special exception and variance considered by the ZBA.
- c) The Director of Planning shall appoint a Secretary to the Zoning Board of Adjustment, referred to as the Secretary, among City of Lubbock Planning Department staff.
- d) If a member of the ZBA fails to maintain a 75% attendance record within the period of a year, the Director of Planning shall notify the Office of the City Secretary.
- e) The City Council, at its discretion, may declare a vacancy and appoint a replacement without advertisement of the open Board position.

Section VI – Attendance and General Rules

a) Five (5) voting members of the ZBA shall constitute a quorum for the transaction of business.

Section VIII – Public Testimony and Public Hearings

- a) Regular meetings shall be held on the 3rd Thursday of each month at 8:30 a.m., at City Hall (Citizens Tower), unless otherwise provided for by the ZBA, or unless no application of request has been submitted for consideration by the ZBA prior to the posted deadline.
- b) Special meetings for any purpose may be held on the call of the Chair, or on request of three or more voting members, and by giving written notice to all members deposited in the mail at least 72 hours prior to the meeting, or as may be scheduled by a majority of the Board at a previous meeting.
- c) Except as legally permitted executive session discussions, all deliberations of the Board shall be conducted, and all of its decisions shall be made, at a meeting that is open to the public.

d) Any party in interest shall appear before the ZBA in person, by agent, or by attorney.

Section IX – Procedure for Hearing

- a) The Chair shall call the meeting to order.
- b) In accordance with HB 2840, the Chair shall call forward any party in attendance wishing to speak before the Board regarding any matter posted on the ZBA agenda provided that:
 - 1) A written request has been submitted to Planning Department staff no later than 8:30 a.m., the morning of the ZBA hearing.
 - 2) Each speaking party is allowed three minutes (indicated by alarm) to address the Board.
 - i. The Director of Planning shall indicate (by alarm) the passage of two-minutes-thirtyseconds; allowing the speaking party thirty seconds to conclude.
- c) The Board shall consider approval of the minutes of the previous ZBA meeting.
- d) The Board shall consider approval of applicant requests as indicated in Section I (Powers of the ZBA).
 - 1) The Chair shall call upon Planning Department staff (as delegated by the Director of Planning) to outline the applicant's request, advise the Board of any communications received, and present supporting evidence for or against each case by means of prepared presentation.
 - i. Planning Department staff shall remain present and available for questions from the Board.
 - 2) The Chair shall call upon the applicant (or representative thereof) to present their case and evidence supporting the request without interruption from those in attendance.
 - 3) If an applicant (or representative) is not present for the hearing, the Chair may elect to proceed with the hearing and call the Board to take action.
 - 4) The Chair shall call upon citizens in attendance, both in opposition to and in favor of, the request to address the Board without interruption from those in attendance. No questioning or arguments between individuals in opposition to or in favor of the request will be permitted.
 - 5) After each individual request case has been heard, the Chair shall call for a motion to vote.
 - i. A voting member of the Board shall move to vote.
 - ii. After a second voting member of the Board shall move to vote.
 - If no voting member of the Board moves to vote or if no voting member of the Board seconds the motion, the motion does not carry forward.
 - iii. The Chair shall close the public comment portion of the request hearing and call for discussion among members of the Board.
 - 6) The Chair shall direct any question to the applicant (or representative) or any persons speaking in order to bring out all relevant facts, circumstances, and conditions affecting the request, and shall call for questions from other members of the Board.
 - 7) Upon conclusion discussion by the Board, the Chair shall upon the Board to vote on the request as presented.
 - i. The Chair shall call for votes in favor of the request, indicated vocally and by raised hand.
 - ii. The Chair shall then call for votes in denial of the request, indicated vocally and by raised hand.
- e) The ZBA may approve, approve with modifications, or deny any request presented at the hearing. The Board may also defer action on any request whenever it concludes that additional evidence is needed or that alternate solutions need further study.



Information

Agenda Item

Ordinance 2nd Reading - Public Works Water Utilities: Consider Ordinance No. 2024-O0138, amending Section 22.03.083 of the City of Lubbock Code of Ordinances, regarding deposit requirements and related exceptions for utility service.

Item Summary

On October 8, 2024, the City Council approved the first reading of the ordinance unanimously.

On February 2023, Lubbock Power and Light (LP&L) amended the electric rate schedule, terms and conditions of customers, applicable to all rate classes. This amendment removed deposits being collected for utility service. On March 4, 2024, LP&L officially transitioned to retail electric competition.

In order to protect the City of Lubbock against the financial risk from customers that do not pay their utility bill, or have no history with the City of Lubbock, Water Utilities is proposing amendments to the Ordinance to collect deposits from new and at-risk water service customers.

The proposed amendments would enable the City to charge deposits for the following conditions.

- Deposits are required to start new service or if a current customer is no longer in good standing with an account.
- Deposits can be exempt if conditions are met by customers.
- Deposits are refunded by check or credited to eligible customers' accounts after 12 months of good pay history, including interest earned.

Fiscal Impact

The attached proposed ordinance does not include a rate increase for any rate class. The proposed rates allow for a \$150 deposit for a residential customer and \$550 for a non-residential customer.

Staff/Board Recommending

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

Ordinance RedLine Ordinance LWAC Recommendation Letter Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 22.03.083 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK REGARDING DEPOSIT REQUIREMENTS FOR UTILITY SERVICE AND EXCEPTIONS THERETO; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR IMPLEMENTATION IN ACCORDANCE WITH STATE LAW; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to amend Section 22.03.083 of the code of ordinances of the city of Lubbock regarding deposit requirements for utility service and exceptions thereto; NOW THEREFORE:

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

SECTION 1. THAT Section 22.03.083 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

§ 22.03.083 Deposit required; exceptions.

- (a) The city shall require a deposit from any consumer of the city's water system in order to obtain water service, in accordance with the following terms and conditions:
 - (1) Water Utilities may require a deposit from a residential consumer in an amount equal to \$ one hundred fifty dollars (\$150.00), as determined by written policy of the Director of Water Utilities, except as provided herein.
 - (2) A residential consumer may be exempt from the deposit requirement if any of the following conditions are met by the consumer:
 - (A) The consumer provides proof to the satisfaction of City of Lubbock Utilities (COLU), that during the two years prior to applying for service from COLU, the consumer was a customer of one or more of the COLU services for at least twelve (12) consecutive months; and
 - i) The consumer demonstrates adequate and available credit, to the satisfaction of COLU or,

- ii) The consumer is at least sixty-five (65) years of age and has no outstanding account balance for COLU services
- (B) The consumer demonstrates adequate and available credit, to the satisfaction of COLU, by producing evidence of creditworthiness in the consumer's name from a utility providing city service of whom the primary consumer was a customer during the two years prior to applying for Service from COLU, the consumer was a customer of a utility providing service, other than an energy provider for at least twelve (12) consecutive months; and
 - While a customer, the consumer was not delinquent in paying for any utility service on more than one occasion; and while a customer, the consumer never had any of the utility services subject to interruption for nonpayment; or
 - The consumer demonstrates adequate and available credit, to the satisfaction of COLU, by producing evidence of creditworthiness in the consumer's name from a utility providing city service of whom the primary consumer was a customer; or
 - iii) The consumer is at least sixty-five (65) years of age and has no outstanding account balance for utility service(s) including COLU services that accrued within the last two years.
- (C) The consumer has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code § 51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by

the Texas Council on Family Violence. The certification letter may be submitted directly to COLU.

- (3) A residential consumer who is exempted from the deposit requirement under Section (a)(2) above may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:
 - (A) The consumer's account for Services becomes delinquent and services are interrupted due to non-payment;
 - (B) Payment for Services has been returned to City of Lubbock Utilities as a dishonored payment;
 - (C) Tampering with COL Property, or theft of Service, has been found; or
 - (D) The consumer fails to comply with the terms of any agreed payment plan and/or Payment Arrangement
- (4) Residential Deposit Refund. Consumers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twelve (12) consecutive residential billings and during this twelve (12) month period, demonstrated creditworthiness as defined in Section B.

(5) Non-Residential.

- (A) Water Utilities may require a deposit from the consumer for non-residential Service in an amount equal to \$ five hundred fifty (\$550).
- (B) A residential consumer that demonstrates sufficient creditworthiness, according to all other criteria herein, may stand in proxy for new businesses establishing utility service and can be exempted from the requirement for deposit if ownership of the business can be proven. Proof of ownership shall be in a form and manner as determined by COLU.
- (C) A consumer for non-residential Service shall be exempt from the deposit requirement if any of the following conditions are met by the consumer:
 - i) The consumer was during the two years prior to applying for service from COLU a customer of one or more of the COLU service, excluding energy

services, for at least twelve (12) consecutive months; and The consumer demonstrates adequate and available credit to the satisfaction of COLU.

- The consumer demonstrates adequate and available credit, to the satisfaction of COLU, by producing evidence of creditworthiness in the consumer's name from a utility providing services, excluding energy services, of whom the primary consumer was a customer.
- Additional forms of creditworthiness include Surety Bonds and Letter of Guarantee. of these mechanisms must guarantee payment to the utility in the event of the consumer's default.
- iv) Deposits will not be required for service to or for the following:
 - 1. Landlord transferring services to tenant

2. Property Developer transferring services to home owner

- (C) A non-residential consumer who is exempted from the deposit requirement under Section B may have the exemption withdrawn and a deposit applied to the account if the consumer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:
 - i) The Customer's account for Services become delinquent and the Customer's Services are interrupted due to non-payment;
 - ii) Payment for Services has been returned to City of Lubbock Utilities as a dishonored payment;
 - iii) Tampering with COL Property, or theft of Service, has been found; or
 - iv) The Customer fails to comply with the terms of any agreed payment plan or payment arrangement.

(6) Deposit Refunds

- (A) Interest Payment to Depositor. When the service is discontinued COLU shall return the deposit and any unpaid interest on the deposit to the depositor or the depositor's heirs or legal representatives. COLU may deduct from the amount returned for any payments due for the services.
- (B) Refunds to eligible consumers shall be made promptly either in the form of a check payable to the consumer or as a credit to the consumer's bill, as determined at the sole discretion of COLU. A consumer who received a refund of their deposit may have the deposit requirement reapplied if the consumer no longer demonstrates creditworthiness as defined in Section B.
- (C) COLU shall keep the following records for all deposits collected by COLU pursuant to this Section:
 - i) The name and address of each depositor;
 - ii) The amount and date of the deposit; and
 - iii) Each transaction concerning the deposit.
- (D) Any deposit not previously refunded to consumer or credited to consumer's account as provided herein shall be credited to consumer's final bill for Service.
- (b) The city shall require a deposit for portable meter accounts and related backflow prevention assembly used to obtain water from fire hydrants. If the meter and backflow prevention assembly are not returned in working order, or are otherwise damaged, or if the fire hydrant or water supply line to the fire hydrant are damaged, the customer shall pay for the cost of repair. If the customer does not pay for the cost of repair, the city shall use the deposit to pay for the cost of repair. Any portion of the deposit so used must be repaid to city by the customer before the customer can continue using water through the portable meter account. Deposits for portable meter accounts shall be as follows:
 - (1) The deposit for portable meter account and related backflow prevention assembly shall be: \$2500.00.

- (2) The deposit for a special event for a nonprofit, community or other non-construction and non-utility entity shall be \$150.00 per day with a minimum of \$300.00 for a small hose-end meter assembly.
- (3) No deposit fee shall be required by other city departments.
- (4) Failure to report monthly non-Automated Metering Infrastructure (AMI) reads will result in a non-refundable \$75.00 service fee and estimated volume usage charges will be applied.
- (5) Unauthorized use charge of \$1,000.00 assessed to any consumer or corporation found connected up to a fire hydrant without a valid and current fire hydrant meter contract and metering device issued by city.
- (c) The consumer or the owner of property served must notify the COLU within five calendar days after the occurrence of:

(A) Any change in ownership, whether by sale, foreclosure, business reorganization or otherwise; or

(B) Any occupancy of previously vacant property; or

- (C) Any total vacancy in the property served; or
- (D) Any change of place of residence or business.
- (d) Where no charge specified. When charges for a service are not specified in this article, the city manager shall establish charges which are based on the cost of performing the services including, but not limited to, such services as the moving of meter locations, and repair to damaged facilities.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ______, 2024.

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

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Greg Baier, P.E., Interim Director of Water Utilities

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 22.03.083 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK REGARDING DEPOSIT REQUIREMENTS FOR UTILITY SERVICE AND EXCEPTIONS THERETO; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR IMPLEMENTATION IN ACCORDANCE WITH STATE LAW; AND PROVIDING FOR PUBLICATION.

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 - (1) Water Utilities may require a deposit from a residential consumer in an amount equal to \$ one hundred fifty dollars (\$150.00), as determined by written policy of the Director of Water Utilities, except as provided herein.
 - (2) A residential consumer may be exempt from the deposit requirement if any of the following conditions are met by the consumer:
 - (A) The consumer provides proof to the satisfaction of City of Lubbock Utilities (COLU), that during the two years prior to applying for service from COLU, the consumer was a customer of one or more of the COLU services for at least twelve (12) consecutive months; and
 - i) The consumer demonstrates adequate and available credit, to the satisfaction of COLU or,

- The consumer is at least sixty-five (65) years of age and has no outstanding account balance for COLU services
- (B) The consumer demonstrates adequate and available credit, to the satisfaction of COLU, by producing evidence of creditworthiness in the consumer's name from a utility providing city service of whom the primary consumer was a customer during the two years prior to applying for Service from COLU, the consumer was a customer of a utility providing service, other than an energy provider for at least twelve (12) consecutive months; and
 - While a customer, the consumer was not delinquent in paying for any utility service on more than one occasion; and while a customer, the consumer never had any of the utility services subject to interruption for nonpayment; or
 - The consumer demonstrates adequate and available credit, to the satisfaction of COLU, by producing evidence of creditworthiness in the consumer's name from a utility providing city service of whom the primary consumer was a customer; or
 - iii) The consumer is at least sixty-five (65) years of age and has no outstanding account balance for utility service(s) including COLU services that accrued within the last two years.
- (C) The consumer has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code § 51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by

Page 2 of 7

the Texas Council on Family Violence. The certification letter may be submitted directly to COLU.

- (3) A residential consumer who is exempted from the deposit requirement under Section (a)(2) above may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:
 - (A) The consumer's account for Services becomes delinquent and services are interrupted due to non-payment;
 - (B) Payment for Services has been returned to City of Lubbock Utilities as a dishonored payment;
 - (C) Tampering with COL Property, or theft of Service, has been found; or
 - (D) The consumer fails to comply with the terms of any agreed payment plan and/or Payment Arrangement
- (4) Residential Deposit Refund. Consumers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twelve (12) consecutive residential billings and during this twelve (12) month period, demonstrated creditworthiness as defined in Section B.
- (5) Non-Residential.
 - (A) Water Utilities may require a deposit from the consumer for non-residential Service in an amount equal to \$ five hundred fifty (\$550).
 - (B) A residential consumer that demonstrates sufficient creditworthiness, according to all other criteria herein, may stand in proxy for new businesses establishing utility service and can be exempted from the requirement for deposit if ownership of the business can be proven. Proof of ownership shall be in a form and manner as determined by COLU.
 - (A)(C) (B)-A consumer for non-residential Service shall be exempt from the deposit requirement if any of the following conditions are met by the consumer:
 - The consumer was during the two years prior to applying for service from COLU a customer of one or more of the COLU service, excluding energy

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- The consumer demonstrates adequate and available credit, to the satisfaction of COLU, by producing evidence of creditworthiness in the consumer's name from a utility providing services, excluding energy services, of whom the primary consumer was a customer.
- Additional forms of creditworthiness include Surety Bonds and Letter of Guarantee. of these mechanisms must guarantee payment to the utility in the event of the consumer's default.
- iv) Deposits will not be required for service to or for the following:
 - 1. Landlord transferring services to tenant

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- (C) A non-residential consumer who is exempted from the deposit requirement under Section B may have the exemption withdrawn and a deposit applied to the account if the consumer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:
 - The Customer's account for Services become delinquent and the Customer's Services are interrupted due to non-payment;
 - Payment for Services has been returned to City of Lubbock Utilities as a dishonored payment;
 - iii) Tampering with COL Property, or theft of Service, has been found; or
 - iv) The Customer fails to comply with the terms of any agreed payment plan or payment arrangement.
- (6) Deposit Refunds

- (A) Interest Payment to Depositor. When the service is discontinued COLU shall return the deposit and any unpaid interest on the deposit to the depositor or the depositor's heirs or legal representatives. COLU may deduct from the amount returned for any payments due for the services.
- (B) Refunds to eligible consumers shall be made promptly either in the form of a check payable to the consumer or as a credit to the consumer's bill, as determined at the sole discretion of COLU. A consumer who received a refund of their deposit may have the deposit requirement reapplied if the consumer no longer demonstrates creditworthiness as defined in Section B.
- (C) COLU shall keep the following records for all deposits collected by COLU pursuant to this Section:
 - i) The name and address of each depositor;
 - ii) The amount and date of the deposit; and
 - iii) Each transaction concerning the deposit.
- (D) Any deposit not previously refunded to consumer or credited to consumer's account as provided herein shall be credited to consumer's final bill for Service.
- (b) The city shall require a deposit for portable meter accounts and related backflow prevention assembly used to obtain water from fire hydrants. If the meter and backflow prevention assembly are not returned in working order, or are otherwise damaged, or if the fire hydrant or water supply line to the fire hydrant are damaged, the customer shall pay for the cost of repair. If the customer does not pay for the cost of repair, the city shall use the deposit to pay for the cost of repair. Any portion of the deposit so used must be repaid to city by the customer before the customer can continue using water through the portable meter account. Deposits for portable meter accounts shall be as follows:
 - (1) The deposit for portable meter account and related backflow prevention assembly shall be: \$2500.00.
 - (2) The deposit for a special event for a nonprofit, community or other non-construction and non-utility entity shall be \$150.00 per day with a minimum of \$300.00 for a small hose-end meter assembly.

- (3) No deposit fee shall be required by other city departments.
- (4) Failure to report monthly <u>non-Automated Metering Infrastructure</u> (<u>AMI</u>) <u>meter</u> reads will result in a non-refundable \$75.00 service fee and estimated volume usage charges will be applied.
- (5) Unauthorized use charge of \$1,000.00 assessed to any consumer or corporation found connected up to a fire hydrant without a valid and current fire hydrant meter contract and metering device issued by city.
- (c) The consumer or the owner of property served must notify the COLU within five calendar days after the occurrence of:

(A) Any change in ownership, whether by sale, foreclosure, business reorganization or otherwise; or

- (B) Any occupancy of previously vacant property; or
- (C) Any total vacancy in the property served; or
- (D) Any change of place of residence or business.
- (d) Where no charge specified. When charges for a service are not specified in this article, the city manager shall establish charges which are based on the cost of performing the services including, but not limited to, such services as the moving of meter locations, and repair to damaged facilities.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

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

AND IT IS SO ORDERED.

Page 6 of 7

Passed by the City Council on first reading this	, 2023.
Passed by the City Council on second reading this	, 2024.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

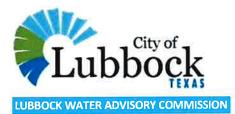
APPROVED AS TO CONTENT:

Greg Baier, P.E., Interim Director of Water Utilities

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Page 7 of 7



DATE March 25, 2024

TO Lubbock City Council

SUBJECT Recommended Water Deposit Ordinance Change

Honorable Mayor, Councilwomen & Councilmen,

LWAC was established by the City Council for the purpose of providing advice, insight, perspective and recommendation to the Council on all matters related to water. In accordance with this mandate, LWAC hereby brings the following recommendation for the Council's consideration.

LWAC recommends adopting the proposed change to Ordinance Section 22.03.083 including a \$150 residential deposit and a \$550 non-residential deposit, for customers who are not exempt based on billing or internal credit history, with one amendment; and additional item under Section 22.03.083 (a)(5)(A) that reads,

"A residential consumer that demonstrates sufficient creditworthiness, according to all other criteria herein, may stand in proxy for new businesses establishing utility service and can be exempted from the requirement for deposit if ownership of the business can be proven."

Jay House, Chairman Steve Verett, Vice-Chair Dr. Melanie Barnes Dr. Ted Cleveland

Jeff Jones

Wayne Kohout Lori Manning

Rusty Smith

Dr. Donna McCallister

LWAC additionally recommends adopting the proposed change to Ordinance Section 22.03.083 as written, which sets a new deposit for portable water meters (fire hydrant meters for construction), with one amendment; change Section 22.03.083 (b)(4) to read,

"Failure to report monthly non-Automated Metering Infrastructure (AMI) reads will result in a non-refundable \$75 service fee and estimated volume usage charges will be applied."

These recommended amendments have been added to the proposed Ordinance change for Section 22.03.083 as presented to Council.



Any additional questions or information needed by the Council prior to consideration of this recommendation for approval may be directed to either the LWAC Chairman or the Director of Water Utilities.

Very Sincerely,

Jay House LWAC Chairman

3:27

Greg Baier P.E.

Interim Director of Water Utilities

27 MAR 2025

Date

Date



D. J. f.O



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Public Works Water Utilities: Consider a resolution authorizing the Mayor to execute the Sixth Amendment to the Raw Water Lease, between the City of Lubbock and the Lake Alan Henry Water District.

Item Summary

In 2003, the 78th Texas Legislature passed Senate Bill 1941 creating the Lake Alan Henry Water District (LAHWD), a special law conservation and reclamation district.

On May 8, 2008, the City of Lubbock executed a 20-year contract with the LAHWD and the South Garza Water Supply (SGWS) to provide up to 520 acre-feet (169 million gallons) of raw water each year to developments surrounding Lake Alan Henry within the LAHWD service area. Lubbock's raw water is supplied to SGWS, a private water system operating under a contract with LAHWD. SGWS constructed a pump station, transmission lines, a surface water treatment plant, and distribution lines to provide treated water to lot owners in the Northridge Development located along the north side of the Lake. The SGWS began pumping raw water from Lubbock's intake structure in December 2009.

On November 1, 2018, the City Council executed a new raw water lease between the City and the LAHWD. The contract with LAHWD was designed to replace the existing raw water contract. LAHWD plans to purchase the SGWS facilities and extend the water system to other developments within their service area on both the north and south side of the Lake.

On October 21, 2019, the City Council executed the First Amendment to the Raw Water Lease. The amendment was necessary in order to meet the requirements of the U.S. Department of Agriculture's (USDA's) grant and low interest loan program, which will fund LAHWD's project. The amendment provided the City with the option to renew the contract for an additional 10 years (from 35 to 45 years).

On September 22, 2020, October 26, 2021, and September 27, 2022, November 14, 2023, the City Council executed the Second, Third, Fourth, and Fifth Amendments to the Raw Water Lease. Each of these amendments was necessary because the Original Raw Water Lease required the LAHWD to finalize the SGWS agreement within 730 days or by November 1, 2020. Each amendment extended the deadline for LAHWD to execute the SGWS agreement another 365 days.

This Sixth Amendment to the Raw Water Lease is needed in order to provide the LAHWD additional time to finalize the agreement to purchase the SGWS. Continued delays are due to lengthy and complex USDA grant/loan program funding requirements. The LAHWD cannot finalize the agreement with the SGWS until funding is available. Therefore, this amendment extends the deadline for LAHWD to execute the SGWS agreement for another 365 days or until November 1, 2025. This amendment is for extension of time only, so there is no cost associated with it.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution Amendment No. 6

BOOT LITTON

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, the sixth Amendment to the Raw Water Lease by and between the City of Lubbock and the Lake Alan Henry Water District for the lease of raw water. 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:		
APPROVED AS TO FORM: Amy L. Sime, Deputy City Attorney		

FOURTH AMENDMENT TO RAW WATER LEASE BETWEEN THE CITY OF LUBBOCK AND THE LAKE ALAN HENRY WATER DISTRICT

The following provisions are intended by the parties to modify, amend, or clarify the Raw Water Lease between the City of Lubbock ("Lessor") and the Lake Alan Henry Water District ("Lessee") dated November 1, 2018, and attached hereto as Exhibit A. In the event it should be determined that any of the following provisions conflict with the language in the attached Raw Water Lease, the language in this Amendment shall govern as if the conflicting language in the printed document had been deleted.

Section II.B. <u>Acquisition of South Garza System</u> — Delete and replace with the following paragraph:

This Agreement shall be contingent upon the Lessee's acquisition of the South Garza Water Supply System (the "South Garza System"). If the Lessee fails to acquire the South Garza System by November 1, 2025, then this Agreement shall automatically terminate.

By execution hereof, Lessor and Lessee agree to all of the above terms and conditions.

SIGNED ON THE DATES SHOWN BELOW:

CITY OF LUBBOCK

LAKE ALAN HENRY WATER DISTRICT

By: _____ Mark W. McBrayer, Mayor By Smallay Masso

Lindsay Masso, Board Chairperson

Date: 10-10-2024

Date: _____

ATTEST:

ATTEST:

Ann Manning, Secretary

APPROVED AS TO CONTENT:

Courtney Paz, City Secretary

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

Greg Baier, P.E., Interim Director of Water Utilities

APPROVED AS TO FORM:

Amy Sins, Deputy City Attorney



10/22/2024:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Department of State Health Service Grant Agreement Contract No. HHS001326300014, and all related documents, by and between the City of Lubbock and the State of Texas Department of State Health Services, under the HIV Prevention Services Grant Program.

Item Summary

This is an existing grant. The Human Immunodeficiency Virus (HIV) Prevention Services Grant was initially awarded to the Public Health Department in January 2020 to support HIV prevention staff, testing supplies, advertising, and promotion. The grant funding is used to increase HIV prevention efforts for those who are at high risk of infection, to link those newly diagnosed to treatment, and to support the participation in treatment among all people living with HIV.

This contract is effective on January 1, 2025, and expires on December 31, 2025. The System Agency may extend this contract for up to two, 2-year renewals for a maximum term of five (5) years.

Fiscal Impact

The contract will not exceed \$125,000, and matching funds are not required.

Staff/Board Recommending

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

Attachments

Resolution Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the Department of State Health Services Grant Agreement Contract No. HHS001326300014 under the HIV Prevention Services Grant Program, by and between the City of Lubbock and the State of Texas' Department of State Health Services, and all related documents. Said Grant Agreement Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bill Howerson, Deputy City Man

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

RES.DSHS Contract No. HHS001326300014 HIV Prevention Svcs 10.1.24

SIGNATURE DOCUMENT FOR DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001326300014 UNDER THE HIV PREVENTION SERVICES GRANT PROGRAM

The parties to this agreement ("Grant Agreement" or "Contract") are the Department of State Health Services ("System Agency"), a pass-through entity, and City of Lubbock ("Grantee"), having its principal office at 1314 Avenue K, Lubbock, Texas 79401 (each a "Party" and collectively the "Parties").

I. PURPOSE

The purpose of this Contract is to provide funding for HIV Prevention Services.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to the grant from the Centers for Disease Control and Prevention (CDC-PS21-2103 - Integrated HIV Surveillance and Prevention Programs for Health Departments, Funding Opportunity Number: CDC-RFA-PS21-2103) and is authorized under sections 307 and 317(k)(2) of the Public Health Service Act. State funding for this Grant Agreement is authorized under the 2023 Texas General Appropriations Act, Article II, and Texas Health and Safety Code Chapters 81, 85, and 1001.

III. DURATION

This Contract is effective on January 1, 2025, and expires on December 31, 2025, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may extend this Contract for up to two (2) two-year renewals for a maximum term of five (5) years.

The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties. Continued funding of the Contract in future years is contingent upon the availability of funds and the satisfactory performance of the Local Government during the prior Contract period. Funding may vary and is subject to change each renewal period. Reimbursement will only be made for those allowable expenses that occur within the term of the Contract.

IV. STATEMENT OF WORK

Grantee shall perform services related to the HIV Prevention Services Grant Program in accordance with the requirements stated in ATTACHMENT A, STATEMENT OF WORK.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Contract will not exceed **\$125,000.00**. Grantee is not required to provide matching funds.

The total not-to-exceed amount includes the following:

System Agency Grant Agreement, Contract #HHS001326300014 Page 1 of 18

Total Federal Funds: \$125,000.00

Total State Funds: \$0.00

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

VI. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency Lacy Alexander, CTCM Department of State Health Services 1100 West 49th Street, MC 1990 Austin, Texas 78756 lacy.alexander@dshs.texas.gov Grantee Mayor Mark McBrayer City of Lubbock 1314 Avenue K Lubbock, Texas 79401 mmcbrayer@mylubbock.us

VII. NOTICE REQUIREMENTS

All notices given by Grantee shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the System Agency's Contract Representative identified above.

Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission Attn: Office of Chief Counsel 4601 W. Guadalupe, Mail Code 1100 Austin, Texas 78751

With copy to:

Department of State Health Services Attn: Office of General Counsel 1100 W. 49th Street, Mail Code 1919 Austin, Texas 78756

Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.

Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VIII. FEDERAL AWARD INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: LXDNEKWRVKJ6

Federal funding under this Contract is a subaward under the following federal award.

Federal Award Identification Number (FAIN): NU62PS924809

Assistance Listings Title, Number, and Dollar Amount:

HIV Prevention Activities - Health Department Based- 93.940 - \$24,532,642.00

- A. Federal Award Date: 7/17/2024
- B. Federal Award Period: 08/01/2024 05/31/2029
- C. Name of Federal Awarding Agency: Centers for Disease Control and Prevention

D. Federal Award Project Description: High-Impact HIV Prevention and Surveillance Programs for Health Departments

- E. Awarding Official Contact Information:
 - Name: Mr. Ryan Springer
 - Title: Grants Management Specialist (GMS)
 - Email: <u>rji2@cdc.gov</u>
 - Telephone Number: (678) 475-4693
- F. Total Amount of Federal Funds Awarded to System Agency: \$24,532,642.00.
- G. Amount of Funds Awarded to Grantee: \$125,000.00
- H. Identification of Whether the Award is for Research and Development: No

IX. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other Contract documents.

ATTACHMENT A – STATEMENT OF WORK ATTACHMENT B – BUDGET ATTACHMENT C – CONTRACT AFFIRMATIONS – V 2.3 ATTACHMENT D – UNIFORM TERMS AND CONDITIONS – GRANT – V 3.3 ATTACHMENT E –DATA USE AGREEMENT – TACCHO VERSION ATTACHMENT E-1 - DUA SECURITY AND PRIVACY INQUIRY - V2 ATTACHMENT F – FEDERAL ASSURANCES – V 1.1

$\label{eq:attachment} \begin{array}{l} \textbf{Attachment} \; \textbf{G} - \textbf{Certification} \; \textbf{Regarding} \; \textbf{Lobbying} \\ \textbf{Attachment} \; \textbf{H} - \textbf{FFATA} \; \textbf{Certification} \; \textbf{Form} \end{array}$

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS001326300014 ARE HEREBY INCORPORATED BY REFERENCE, AS IF PHYSICALLY ATTACHED:

ATTACHMENT I – SYSTEM AGENCY RFA No. HHS0013263 INCLUDING ALL Addenda Attachment J – Grantee's RFA Response

X. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT, CONTRACT NO. HHS001326300014

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF LUBBOCK

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~ -	Durana a

Signature

Printed Name:_____

Title: _____

Date of Signature:

Printed Name: _____

Title:

Date of Signature:

ATTACHMENTS FOLLOW

System Agency Grant Agreement, Contract #HHS001326300014 Page 5 of 18

ATTACHMENT A STATEMENT OF WORK CONTRACT NO. HHS001326300014

I. GENERAL REQUIREMENTS FOR ALL GRANTEES

- A. Grantee shall comply with all applicable State and federal laws, rules, policies, standards, regulations, and guidelines, as amended, including but not limited to the following:
 - 1. DSHS HIV and STI Program Operating Procedures and Standards (POPS), including any revisions, which is available at: <u>Program</u> <u>Operating Procedures and Standards (POPS) | Texas DSHS</u>;
 - DSHS Policy Guidelines for Self-Collection and HIV self-testing kits, including any revisions, which is available at: <u>HIV/STD Program |</u> <u>Texas DSHS</u>;
 - 3. Any System Agency-issued letters or memos with additional directions and policies;
 - 4. <u>Chapter 81</u> of the Texas Health and Safety Code (related to communicable diseases, public health disasters and public health emergencies);
 - 5. <u>Chapter 85</u> of the Texas Health and Safety Code (related to acquired immune deficiency syndrome and HIV infection);
 - 6. <u>Chapter 94</u> of the Texas Health and Safety Code (related to education and prevention programs for Hepatitis C);
 - 7. Title 25 of the Texas Administrative Code (TAC), <u>Chapters 97</u> and <u>98</u>, Subchapter C;
 - 8. <u>Texas Government Code Section 531.02161</u> (related to delivery of an in-person service, requiring an option of that service via telecommunications or using information technology); and
 - HIV/STI Program and HIV/STI Unit policies and procedures, including but not limited to, <u>Policy 530.002</u> (related to prohibiting discrimination in program services) and <u>HIV Prevention Program Reports and Forms</u>.
- B. Grantee shall commence activities no later than ninety (90) days following the Project Period start date.

- C. Grantee shall incorporate condom promotion, education, and distribution into all program activities.
- D. Grantee shall establish, build, or maintain collaboration agreements (e.g., Memoranda of Understanding ["MOUs"], service agreements) with other community-based organizations and medical providers to ensure the delivery of comprehensive services across the care continuum. Collaboration agreements must serve eligible Priority Population(s).
- E. Grantee shall create a model for continuous community feedback, input, and engagement, such as a community advisory board, to assist with programmatic decision-making.
- F. Grantee shall participate in state and local HIV planning and evaluation activities and in local efforts to coordinate HIV prevention and treatment services. Grantee shall use community assessments to evaluate and improve recruitment, outreach, and condom distribution strategies and tailor education and recruitment efforts to their designated Priority Population(s).
- G. Grantee shall develop and implement campaigns and resources that provide education on comprehensive sexual health (e.g., HIV-related stigma, HIV vulnerability, and options for prevention such as PrEP and nPEP, testing, care, and treatment). Campaigns may include online and social media activities. Grantee shall monitor and record web analytics that describe service-related posts on different media platforms. Grantee shall provide this data to System Agency, upon request.
- H. Grantee shall submit literature or materials it proposes to use in prevention activities for review and approval by a locally constituted review panel that available meets the DSHS requirements, which are at https://www.dshs.texas.gov/hivstd/info/pmrp.shtm. Grantee shall obtain System Agency verification and approval of any content or publication partially or fully funded by this Grant Award, and Grantee shall acknowledge System Agency.
- I. Grantee shall deliver all services in a culturally responsive and sensitive manner, taking low health literacy into account, using the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care. Grantee shall implement strategies that ensure its program is culturally, linguistically, and educationally appropriate to the needs of the Priority Population(s).
- J. Grantee shall work cooperatively with System Agency, as may be reasonably requested, to participate in special projects, public health initiatives, and activities to raise awareness of innovative HIV prevention practices to meet the

goals of the Texas HIV Plan, which can be found at <u>Texas DSHS HIV/STI</u> <u>Program - HIV and STI Planning</u>.

- K. Grantee shall ensure that any activity performed using grant funds received as a result of this Contract does not duplicate existing prevention activities in the Grantee's HIV Service Delivery Area.
- L. Grantee shall authorize and require staff (including volunteers) to attend training, conferences, and meetings as directed by System Agency.
- M. Grantee shall budget grant funding to meet training requirements in a timely manner and ensure staff and volunteers are trained in accordance with the training requirements located at <u>https://www.dshs.texas.gov/hivstd/training/</u> and as otherwise directed by System Agency. Grantee shall document training requirements for all staff.
- N. Grantee shall focus testing on communities and groups where HIV is most prevalent.
- O. Grantee shall ensure successful linkage systems that not only create access to medical care for newly diagnosed individuals but also help to quickly identify and address barriers that may prevent individuals from following through with their HIV medical care.
- P. Grantee shall provide notification of budget transfers by submission of a revised Categorical Budget Form and Budget Change Request Form to the designated DSHS Contract Manager, highlighting the areas affected by the budget transfer. Grantee is advised as follows:
 - For any transfer between budget categories, Grantee shall provide notification of transfer between budget categories by submission of a revised Categorical Budget Form to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance or rejection to Grantee by email;
 - 2. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Budget Change Request Form and request DSHS approval. If approved, DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the revised budget will be incorporated into the Contract; and

System Agency Grant Agreement, Contract #HHS001326300014 Page 8 of 18 3. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be incorporated by amendment. Grantee shall submit timely written notification to DSHS Contract Representative using the Budget Change Request Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized, until an amendment is executed by the Parties.

II. FUNDING ACTIVITY-SPECIFIC REQUIREMENTS

Each Activity funded under this Grant Agreement must meet the following program requirements:

A. <u>Activity 1: Testing: Focused HIV/STI/HCV Testing in Non-Traditional</u> <u>Settings</u>

- Grantee shall focus its services on at least one (1) locally relevant Priority Population in an eligible Health Service Delivery Area (HSDA). In addition to the selected Priority Population(s), Grantee may provide services to one (1) or more of the additional populations listed in an eligible HSDA. Grantee may provide services to more than one (1) HSDA but shall be physically located in one (1) of those eligible HSDAs.
- Grantee shall deploy an HIV Prevention Services testing program that complies with provisions set forth in the System Agency HIV and STI Program Operating Procedures and Standards Manual, which is available at: <u>HIV and STD Program Operating Procedures and Standards | Texas DSHS</u>

Chapter 1- Focused HIV Testing, Counseling, and Linkage for HIV Prevention

Chapter 2 – Quality Assurance for Focused HIV Testing

Chapter 25 – Tangible Reinforcements for HIV Prevention

- 3. Grantee shall comply with the Centers for Disease Control and Prevention ("CDC") program guidance on HIV testing in Non-Clinical Settings, which is available at: <u>Implementing HIV Testing in</u> Nonclinical Settings: A Guide for HIV Testing Providers (cdc.gov).
- 4. Grantee shall deploy Focused HIV Testing programs that expand the availability of HIV testing to their designated Priority Population(s).

System Agency Grant Agreement, Contract #HHS001326300014 Page 9 of 18

- 5. Grantee shall provide outreach and education to their designated Priority Population(s) that builds trust and support in the individuals and the community.
- 6. Grantee shall provide Clients who receive a positive HIV result, including preliminary positive results, the opportunity for in-person results counseling, as required by <u>Texas Health and Safety Code §81.109.</u>
- 7. Grantee shall use testing processes that follow the requirements in <u>Chapter 1- Focused HIV/STI/HCV Testing, Counseling, and Linkage</u> for <u>HIV Medical Care</u>. Additionally, Grantee shall be qualified to conduct venipuncture in both field and clinical settings. Point-of-care (rapid) tests are permissible, but Grantee shall be prepared to perform immediate, on-site venipuncture to collect specimens for supplemental testing if the Client has a preliminary positive test result.
- 8. Grantee shall provide syphilis testing to all individuals testing for HIV, unless the Client refuses (i.e., "opts out"). Grantee shall recommend HCV testing and other STI testing to Clients, as appropriate. Grantee may collect specimens for additional testing concurrent with HIV testing including collecting specimens for extragenital screening for chlamydia, gonorrhea, and Hepatitis C testing.
- 9. Grantee shall facilitate initial Linkage to Care for newly diagnosed Clients and facilitate Engagement in Care for previously diagnosed Clients who are not currently in care. Grantee shall maintain active Referral partnerships with HIV medical care and supportive services. Grantee shall provide active Referrals as set forth in Subchapter 1.9, Counseling and Linkage for Persons Living with HIV in the HIV and STI Program Operating Procedures and Standards Manual.
- Grantee shall operate its testing programs under the standing delegation orders of a physician as required by <u>Texas Health and Safety Code</u> <u>§85.085</u>. If HIV self-testing is a service offering, Grantee shall create and maintain policies and procedures that support its implementation. System Agency shall approve the policies and procedures prior to implementation.
- 11. Grantee shall maintain an active Clinical Laboratory Improvement Amendment (CLIA) Certificate of Waiver if performing rapid testing.
- 12. Grantee shall submit data on program activities and Client contacts via the systems and in the formats specified by System Agency. Grantee shall provide program and individual-level data on each Client served by its program, including but not limited to:

System Agency Grant Agreement, Contract #HHS001326300014 Page 10 of 18

- a. Number of condoms distributed;
- b. Client-level demographics of each Client receiving focused testing services, the tests performed, and results of such tests;
- c. Information on Clients with positive test results, including Client names, to allow System Agency to verify diagnosis history;
- d. Information on HIV-care status of all Clients with positive test results, including information on confirmed Referrals to HIV care; and
- e. Information on PrEP and nPEP education and Referrals for Clients with negative HIV test results.

III. PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS FOR ALL GRANTEES

DSHS may make alterations to reporting systems and requirements or require the use of new reporting systems or collection methods at its sole discretion. In the event of such a change, DSHS will notify the Grantee at least thirty (30) days in advance of the new requirements, except in cases where the system in use suffers technical failure. DSHS will consider information submitted through its systems as the performance data of record in evaluating the attainment of goals and programmatic performance.

Grantee shall safeguard all confidential information accessed in the performance of this Grant Agreement in compliance with all applicable federal and state privacy, security, and breach notification laws and regulations, including without limitation the terms set forth in <u>Attachment E – Data Use Agreement</u>.

The Grantee may include any data it obtains as a result of activities performed under this Grant Agreement in a report to a party other than DSHS, provided the Grantee acknowledges DSHS in the report and that the Grantee aggregates the data in such a way that it does not identify any individual or contain personally identifiable information. The Grantee may not use data for research purposes for themselves or any other party without the prior written approval of DSHS' Institutional Review Board and the DSHS Program. The Grantee may not share electronic data sets with other parties without the prior written approval of DSHS.

In addition to the data privacy and security requirements set forth in <u>Attachment</u> <u>E, Data Use Agreement</u>, including but not limited to the terms and conditions regarding <u>Attachment E-1</u>, <u>DUA Security and Privacy Inquiry (SPI)</u>, the Grantee shall comply with all the following:

- A. The requirements for prevention data collection, submission, and quality assurance found in the Data Quality Performance Guidelines located on the DSHS Prevention Data Resources, available at: Prevention Data Resources.
- B. The following DSHS policies and procedures:
 - 1. <u>2016.01 HIV/STD Section Confidential Information Security</u> <u>Procedure</u>
 - 2012.01 HIV/STD Program Policies-Overall Responsible Party for TB/HIV/STD Surveillance Data
 - 3. <u>2011.01 HIV/STD Program Policies-Confidential Information</u> Security
 - 4. <u>2011.04 HIV/STD Program Policies-Breach of Confidentiality</u> <u>Response</u>
 - 5. <u>302.001 HIV/STD Program Policies-Release of TB/HIV/AIDS and</u> <u>STD Data</u>
- C. Create policies and procedures that comply with the following:
 - 1. DSHS Local Responsible Party Handbook
 - 2. DSHS TB/HIV/STD Bi-Annual LRP Security Assessment
- D. Submit data on program activities and Client contacts via the systems, in the formats, and by the submission deadlines specified by DSHS. DSHS, at its sole discretion, may change the program reporting requirements or formats during the Project Period based on program evaluation or reporting needs.
- E. Ensure that all data submitted to DSHS is complete and accurate. Grantee shall conduct data quality assurance prior to monthly, quarterly and biannual submissions, following quality performance guidelines. Grantee shall document data quality assurance activities and make them available for review by DSHS upon request.
- F. Implement policies and procedures for the use of data in a secure manner that protects Client privacy and prevents unauthorized access to and use of program data.
- G. Require every member of the Grantee's staff and volunteers to sign an agreement pledging to abide by Grantee's data security policies and procedures. Grantee shall maintain these written agreements and make them available to DSHS upon request.

System Agency Grant Agreement, Contract #HHS001326300014 Page 12 of 18 H. Comply with all requests by DSHS to inspect, or require copies of, any of the documentation referenced in this Section in a timely manner. All documentation under the Contract shall be readily available for inspection by DSHS staff during site visits.

IV. PROGRAM MONITORING AND PROGRESS REPORTS

Grantee shall:

- A. Grantee (and each subgrantee or volunteer, if applicable) shall cooperate with direct monitoring by System Agency. System Agency will conduct monitoring via on-site or virtual visits and may or may not announce the visits. This monitoring may consist of the review of records and reports, interviews with staff, required forms, educational materials, and other materials pertaining to this Contract, including testing documents (if applicable).
- B. Submit required Annual Progress Report in the format specified by DSHS and by deadlines required by DSHS. The Annual Progress Reports shall include a cumulative data summary of Grantee's compliance with the performance measures for each relevant activity described in Grantee's completed Form F, Work Plan; Form F-1, Community Engagement Plan; and Form F-2, Client Engagement or Outreach Plan and a detailed response to all items listed in the Annual Progress Report.
- C. Provide the above-referenced reports to <u>hivstdreport.tech@dshs.texas.gov</u> with a copy to the designated DSHS HIV/STI Program Consultant and assigned Contract Manager.
- D. Provide to the DSHS Program Consultant and appropriate Contract Management Section staff, the names of the contact person(s) responsible for programmatic concerns and all communications regarding this program, the contact person for fiscal issues, and the names of the contact persons for each of the subgrantees/vendors (if applicable).
- E. Maintain expertise in any subcontracted project content, protocols, and methods, and provide technical assistance to subgrantee staff as needed.
- F. The Grantee and any relevant subgrantee(s) or volunteer(s) shall cooperate with DSHS policies to address all concerns or problems identified during the Contract term.
- G. Maintain written monitoring and evaluation records of all staff involved in program activities, including those of any subgrantees. DSHS may specify which evaluation and monitoring tools to use. Information related to quality assurance activities, along with any other documentation associated with activities under this Contract, is subject to review by the DSHS Program during

program reviews and at any other time deemed necessary by System Agency.

- H. On an annual basis, develop an assessment tool and solicit feedback (e.g., Client surveys) from Clients served and create a summary of the Client feedback for each program component. The feedback assessment tool and feedback summary shall be available for review by DSHS Program during site visits.
- I. Use collected data, together with input from Clients and stakeholders, to improve services and ensure they meet the intended outcomes and emerging needs of the Priority Population(s).

Additionally, if the Grantee enters into any Agreement(s) with a subgrantee:

- J. Grantee shall be entirely responsible to System Agency for the performance of the subgrantee.
- K. Grantee shall adequately monitor the implementation of interventions and other grant-funded activities including, but not limited to, the efficient and effective use of resources by the subgrantee(s), the capacity and performance of subgrantee staff, and ensuring the subgrantee is properly collecting and reporting data. System Agency, at its sole discretion, may monitor the subgrantees' activities and conduct periodic site visits with prior notification to Grantee.
- L. Grantee shall maintain expertise in any subcontracted Project content, protocols, and methods, and provide technical assistance to subgrantee staff, as needed.
- M. Grantee shall individually, and with relevant subgrantee(s), cooperate with DSHS policies to address all concerns or problems identified during this Contract.

V. TRAINING REQUIREMENTS FOR ALL GRANTEES

Grantee shall:

- A. Authorize and require staff (including volunteers) to attend training, conferences, and meetings as directed by DSHS.
- B. Appropriately budget funds to meet training requirements in a timely manner, and ensure staff and volunteers are trained as specified in the training requirements listed at <u>https://www.dshs.texas.gov/hivstd/training/</u> and as otherwise specified by DSHS. Grantee shall document that these training requirements are met.
- C. Follow the appropriate <u>DSHS POPS</u> by funding opportunity for training and observation requirements.

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VI. PERFORMANCE MEASURES FOR ALL GRANTEES

- A. Performance Measures as outlined in Form E: Performance Measures and Standards table will be used, in part, to assess the Grantee's and their subgrantees' effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract. The Performance Measures outlined in Form E and approved by DSHS are hereby incorporated by reference and made a part of this Contract.
- B. DSHS will regularly assess the performance of Grantee, including but not limited to, compliance with program policies and procedures referenced in this Contract, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports. Failure to meet performance measures and comply with the requirements and obligations in this Grant Agreement will constitute breach of contract.
- C. Grant Agreement(s) are subject to performance monitoring activities throughout the duration of the grant term. This evaluation may include a reassessment of Project activities and services to determine whether they continue to be effective throughout the grant term.
- D. Grantees shall regularly collect and maintain data that measures the performance and effectiveness of activities under this Grant Agreement in the manner, and within the timeframes specified in this Grant Agreement and any resulting Grant Agreement, or as otherwise specified by the System Agency.
- E. If requested by System Agency, the Grantee shall report on the progress towards completion of the Grant Project and other relevant information as determined by System Agency during the Grant Project Period. To remain eligible for renewal funding, if any, Grantee shall be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that Grantee's activities and services effectively address and achieve the Project's stated purpose.

VII. REPORTING REQUIREMENTS

System Agency will monitor Grantee's performance, including, but not limited to, through review of financial and programmatic reports and performance measures, under any Grant Agreement awarded as a result of this Contract.

Grantee shall submit the following reports by the noted due dates:

Report	REPORTING PERIOD	DUE DATE
LRP Security Assessment	January 1, 2025 – June 30, 2025	July 15, 2025
Financial Status Report	January 1, 2025 – June 30, 2025	July 31, 2025
LRP Security Assessment	July 1, 2025 – December 31, 2025	January 15, 2026
Financial Status Report	July 1, 2025 – December 31, 2025	January 30, 2026
Annual Progress Report	January 1, 2025 – December 31, 2025	February 15, 2026

*All reporting due dates may be subject to change based on CDC and System Agency reporting requirements.

- A. The Grantee shall submit the above-referenced LRP Security Assessment Reports to <u>hivstdreport.tech@dshs.texas.gov</u> with a copy to the designated DSHS Prevention Program Consultant.
- B. The Grantee shall submit the above-referenced Financial Status Report (FSR-269A) to the following email addresses: <u>FSRgrants@dshs.texas.gov</u> and <u>cmsinvoices@dshs.texas.gov</u> simultaneously. The Final Financial Status Report is due no later than thirty (30) days following the end of each Contract term and the FSR-269A form can be found at: <u>https://www.dshs.texas.gov/sites/default/files/hivstd/contractor/prev/269-FSR.xlsx</u>.
- C. Grantee shall maintain an inventory of equipment, supplies, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee's Property Inventory Report to the DSHS Contract Representative and FSOequip@dshs.texas.gov by email not later than October 15 of each year.
- D. Grantee shall provide all applicable reports in the format specified by System Agency in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation. Failure to comply with submission deadlines for required reports, Financial Status Reports (FSRs) or other requested information may result in System Agency, in its sole discretion, placing the Grantee on financial hold without first requiring a corrective action

plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

VIII. INVOICE AND PAYMENT FOR ALL GRANTEES

- A. Grantee shall submit invoices monthly, on the 30th day of the following month, or next business day if the 30th day falls on a weekend or holiday, to prevent delays in processing a subsequent month's invoicing. System Agency requires Grantee to submit, on a timely basis, a "zero dollar" invoice for a month in which it did not incur expenses. Grantee shall email invoices and System Agency provided voucher support documentation to <u>invoices@dshs.texas.gov</u> and <u>cmsinvoices@dshs.texas.gov</u> simultaneously. Invoices received after the 30th of the month, or the next business day, are subject to denial of payment.
- B. Unless otherwise directed by System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice no later than thirty (30) calendar days following the end of the term of the Grant Agreement. Reimbursement or payment requests received after the deadline may not be paid.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency Program will monitor Grantee's expenditures on a biannual basis. If expenditures are below the amount in Grantee's total grant award, Grantee's Budget may be subject to a decrease for the remainder of the Grant Agreement term. Vacant positions existing after ninety (90) days may result in a decrease in funds.
- D. Grantee will be paid on a cost reimbursement basis and in accordance with the budget for the corresponding year under this Contract.

Budget CY 2025 January 1, 2025 – December 31, 2025		
Budget Category	Category Total	
Personnel	\$75,900.00	
Fringe Benefits	\$37,191.00	
Travel	\$8,659.00	
Equipment	\$0.00	
Supplies	\$0.00	
Contractual	\$0.00	
Other	\$3,250.00	
Total Direct Costs	\$125,000.00	
Indirect Costs	\$0.00	
Totals:	\$125,000.00	

ATTACHMENT B - BUDGET CONTRACT NO. HHS001326300014

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HEALTH AND HUMAN SERVICES Contract Number HHS001326300014 Attachment C CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Health and Human Services Contract Affirmations v. 2.3 Effective August 2023 Page 1 of 14

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

Health and Human Services Contract Affirmations v. 2.3 Effective August 2023 Page 2 of 14 and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

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26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

Health and Human Services Contract Affirmations v. 2.3 Effective August 2023 Page 5 of 14 All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
 - Attn: Fraud Hotline MC 1300 P.O. Box 85200 Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

- 1. all persons employed by Contractor to perform duties within Texas; and
- 2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
 - 1. Name of individual(s) (Contractor or employee(s));
 - 2. Status;
 - 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 - 4. The date the employment was terminated and the reason for the termination; and
 - 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

- 1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
- 2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
- 3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

Health and Human Services Contract Affirmations v. 2.3 Effective August 2023 Page 8 of 14

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

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43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

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47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

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52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Health and Human Services Contract Affirmations v. 2.3 Effective August 2023 Page 13 of 14 Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Date Signed
Title of Authorized Representative
City, State, Zip Code
City, State, Zip Code
Fax Number
DUNS Number
Texas Identification Number (TIN)
Texas Secretary of State Filing Number

SAM.gov Unique Entity Identifier (UEI)

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Attachment D



Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

Published and Effective – November 2023 Responsible Office: Chief Counsel

> HHS Uniform Terms and Conditions – Grant v 3.3 Effective November 2023 Page 1 of 28

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"<u>Amendment</u>" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"<u>Contract</u>" or "<u>Grant Agreement</u>" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"<u>Deliverables</u>" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"<u>Federal Fiscal Year</u>" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"<u>Grantee</u>" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"<u>Intellectual Property Rights</u>" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"<u>Project</u>" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

HHS Uniform Terms and Conditions – Grant v 3.3 Effective November 2023 Page 6 of 28 "Signature Document" means the document executed by all Parties for this Grant Agreement.

"<u>Solicitation</u>," "<u>Funding Announcement</u>" or "<u>Request for Applications (RFA)</u>" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"<u>State of Texas *Textravel*</u>" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"<u>Statement of Work</u>" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"<u>Work Product</u>" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit within thirty (30) calendar days of written notice to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

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criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

- A. Audits
 - i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
 - ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
 - iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
 - iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
 - v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
 - vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements. Each Grantee that does not meet the expenditure threshold for a single audit or programspecific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
- ii. Email to: single audit report@hhsc.state.tx.us.
- B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("Incorporated Pre-existing Works"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Preexisting Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to

HHS Uniform Terms and Conditions – Grant v 3.3 Effective November 2023 Page 14 of 28 System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or email while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

- A The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- E System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
 - i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is

obtained;

- ix. withholding release of new grant agreements; and
- x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
 - i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grantfunded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.
- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.
- C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT

AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- **i** THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
- **i.** ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
- **III.** SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant

HHS Uniform Terms and Conditions – Grant v 3.3 Effective November 2023 Page 21 of 28 Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall use the Texas Abuse Hotline Website located at <u>https://www.txabusehotline.org/Login/Default.aspx</u> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
 - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its

HHS Uniform Terms and Conditions – Grant v 3.3 Effective November 2023 Page 22 of 28 Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

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a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require

contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office 701 W. 51st Street, Mail CodeW206 Austin, Texas 78751 Phone Toll Free: (888) 388-6332 Phone: (512) 438-4313 Fax: (512) 438-5885 Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the

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Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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ATTACHMENT E HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to <u>Confidential Information</u> with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the <u>Confidential Information</u>. 45 CFR 164.504(e)(1)-(3). This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both <u>Business Associates</u> and contractors who are not <u>Business Associates</u> who create, receive, maintain, use, disclose or have access to <u>Confidential Information</u> on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

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 Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS 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 <u>Confidential Information</u> pursuant to this DUA;

HHS Data Use Agreement TACCHO VERSION (Local City and County Entities) October 23, 2019 Page 1 of 15 (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the <u>Confidential Information</u>; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the <u>Confidential Information</u> 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 CONTRACTOR, or that CONTRACTOR may, for an <u>Authorized Purpose</u>, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) <u>Client Information;</u>

(2) <u>Protected Health Information</u> in any form including without limitation, <u>Electronic</u> <u>Protected Health Information</u> or <u>Unsecured Protected Health Information</u> (herein "PHI");

(3) <u>Sensitive Personal Information</u> defined by Texas Business and Commerce Code Ch. 521;

(4) <u>Federal Tax Information;</u>

(5) <u>Individually Identifiable Health Information</u> as related to HIPAA, Texas HIPAA and <u>Personal Identifying Information</u> under the Texas Identity Theft Enforcement and Protection Act;

(6) <u>Social Security Administration Data</u>, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of 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.

"Legally 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); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the <u>Confidential Information</u> from being used in HHS Data Use Agreement

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a manner that is not expressly an <u>Authorized Purpose</u> under this DUA or as <u>Required by Law</u>. 45 CFR 164.502(b)(1); 45 CFR 164.514(d)

(B) Except as <u>Required by Law</u>, CONTRACTOR will not disclose or allow access to any portion of the <u>Confidential Information</u> to any <u>Person</u> or other entity, other than <u>Authorized User's Workforce</u> or <u>Subcontractors</u> (as defined in 45 C.F.R. 160.103) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any <u>Event</u> or <u>Breach</u> to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the <u>Authorized Purpose</u>.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. 45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101

All of CONTRACTOR's <u>Authorized Users</u>, <u>Workforce</u> and <u>Subcontractors</u> with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its <u>Workforce</u> or <u>Subcontractor</u> who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any <u>Confidential Information</u> on the basis that such act is <u>Required by Law</u> without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. 45 CFR 164.504(e)(2)(ii)(A)

(E) CONTRACTOR will not attempt to re-identify or further identify <u>Confidential Information</u> or <u>De-identified Information</u>, or attempt to contact any <u>Individuals</u> whose records are contained in the <u>Confidential Information</u>, except for an <u>Authorized</u> <u>Purpose</u>, without express written authorization from HHS or as expressly permitted by the Base Contract. 45 CFR 164.502(d)(2)(i) and (ii) CONTRACTOR will not engage in prohibited marketing or sale of <u>Confidential Information</u>. 45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002

(F) CONTRACTOR will not permit, or enter into any agreement with a <u>Subcontractor</u> to, create, receive, maintain, use, disclose, have access to or transmit <u>Confidential Information</u> to carry out CONTRACTOR's obligations in connection with the <u>Authorized Purpose</u> on behalf of CONTRACTOR, unless <u>Subcontractor</u> agrees to comply

with all applicable laws, rules and regulations. 45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and <u>Destruction</u> of <u>Confidential Information</u> and the acts or omissions of <u>Subcontractors</u> as may be reasonably necessary to prevent unauthorized use. 45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.

(H) If CONTRACTOR maintains <u>PHI</u> in a <u>Designated Record Set</u> which is <u>Confidential Information</u> and subject to this Agreement, CONTRACTOR will make <u>PHI</u> available to HHS in a Designated Record Set upon request. CONTRACTOR will provide <u>PHI</u> to an <u>Individual</u>, or <u>Legally Authorized Representative</u> of the <u>Individual</u> who is requesting <u>PHI</u> in compliance with the requirements of the <u>HIPAA Privacy Regulations</u>. CONTRACTOR will release <u>PHI</u> in accordance with the <u>HIPAA Privacy Regulations</u> upon receipt of a valid written authorization. CONTRACTOR will make other <u>Confidential Information</u> in CONTRACTOR's possession available pursuant to the requirements of <u>HIPAA</u> or other applicable law upon a determination of a <u>Breach</u> of <u>Unsecured PHI</u> as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. 45 CFR 164.524 and 164.504(e)(2)(ii)(E).

(I) If <u>PHI</u> is subject to this Agreement, CONTRACTOR will make <u>PHI</u> as required by <u>HIPAA</u> available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to <u>HIPAA</u>. 45 CFR 164.504(e)(2)(ii)(E) and (F).

(J) If <u>PHI</u> is subject to this Agreement, CONTRACTOR will document and make available to HHS the <u>PHI</u> required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the <u>HIPAA Privacy Regulations</u>. 45 CFR 164.504(e)(2)(ii)(G) and 164.528.

(K) If CONTRACTOR receives a request for access, amendment or accounting of <u>PHI</u> from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the <u>HIPAA Privacy Regulations</u>. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of <u>PHI</u> and provide it to HHS within 48 hours of HHS' request. 45 CFR 164.504(e)(2).

(L) CONTRACTOR will provide, and will cause its <u>Subcontractors</u> and agents to provide, to HHS 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 Base Contract, or law applicable to the <u>Confidential Information</u>, CONTRACTOR may use <u>PHI</u> for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the <u>Confidential Information</u>, CONTRACTOR may disclose <u>PHI</u> for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: 45 CFR 164.504(e)(4)(A).

(1) Disclosure is <u>Required by Law</u>, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a)Maintain the confidentiality of the <u>Confidential Information</u> in accordance with this DUA;

(b) Use or further disclose the information only as <u>Required by Law</u> or for the <u>Authorized Purpose</u> for which it was disclosed to the <u>Person</u>; and

(c)Notify CONTRACTOR 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, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use <u>PH1</u> to provide data aggregation services to HHS, as that term is defined in the <u>HIPAA</u>, 45 C.F.R. §164.501 and permitted by <u>HIPAA</u>. 45 CFR 164.504(e)(2)(i)(B)

CONTRACTOR will, on the termination or expiration of this DUA or the $(\mathbf{0})$ Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery 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 delivery or **Destruction** of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. 45 CFR 164.504(e)(2)(ii)(J)

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(P) CONTRACTOR will create, maintain, use, disclose, transmit or <u>Destroy</u> <u>Confidential Information</u> in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. 45 *CFR* 164.306; 164.530(c)

If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential (\mathbf{Q}) Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1... The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. 45 CFR 164.306.

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the <u>Confidential Information</u>, and with respect to <u>PHI</u>, as described in the <u>HIPAA Privacy and Security Regulations</u>, or other applicable laws or regulations relating to <u>Confidential Information</u>, to prevent any unauthorized use or disclosure of <u>Confidential Information</u> as long as CONTRACTOR has such <u>Confidential Information</u> 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) CONTRACTOR will designate and identify, a <u>Person</u> or <u>Persons</u>, as <u>Privacy</u> <u>Official 45 CFR 164.530(a)(1)</u> and <u>Information Security Official</u>, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. 45 CFR 164.308(a)(2).

(T) CONTRACTOR represents and warrants that its <u>Authorized Users</u> each have a demonstrated need to know and have access to <u>Confidential Information</u> solely to the minimum extent necessary to accomplish the <u>Authorized Purpose</u> pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the <u>Confidential Information</u> contained in this DUA. 45 *CFR* 164.502; 164.514(d). (U) CONTRACTOR and its <u>Subcontractors</u> will maintain an updated, complete, accurate and numbered list of <u>Authorized Users</u>, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and <u>Breach</u> of <u>Confidential Information</u> and an incident response plan for an <u>Event</u> or <u>Breach</u>, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. 45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of <u>Confidential</u> <u>Information</u> received from, created by, or received, used or disclosed by CONTRACTOR for an <u>Authorized Purpose</u> for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, <u>PHI</u> in accordance with <u>HIPAA</u> and other applicable laws and regulations relating to <u>Confidential Information</u>. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the <u>Secretary</u> of the U.S. Department of Health and Human Services, or other federal or state law. 45 CFR 164.504(e)(2)(i)(I).

(Y) CONTRACTOR will only conduct secure transmissions of <u>Confidential</u> <u>Information</u> whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic <u>Confidential Information</u> *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or <u>Encryption</u> at an appropriate level. If required by rule, regulation or law, HHS <u>Confidential Information</u> *at rest* requires <u>Encryption</u> unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of <u>Confidential Information</u> will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the <u>Discovery</u> of an <u>Event</u> or <u>Breach</u>. Otherwise, requested production of such proof will be made as agreed upon by the parties. <u>De-identification</u> of HHS <u>Confidential Information</u> is a means of security. With respect to de-identification of <u>PHI</u>, "secure" means de-identified according to <u>HIPAA Privacy</u> standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of <u>Confidential Information</u> CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

• Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

HHS Data Use Agreement TACCHO VERSION (Local City and County Entities) October 23, 2019 Page 7 of 15

- 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 HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any <u>Personal Identifying Information</u> it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and <u>Individually</u> <u>Identifiable Health Information</u> CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with <u>HIPAA</u> and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

HHS Data Use Agreement TACCHO VERSION (Local City and County Entities) October 23, 2019 Page 8 of 15 (A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any <u>Event or Breach</u> of <u>Confidential Information</u> to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the <u>Discovery</u> of an <u>Event</u> or <u>Breach</u> and continues as long as related activity continues, until all effects of the <u>Event</u> are mitigated to HHS's reasonable satisfaction (the "incident response period"). 45 CFR 164.404.

- (C) Breach Notice:
 - (1) Initial Notice.

(a) For federal information, including without limitation, <u>Federal</u> <u>Tax Information</u>, <u>Social Security Administration Data</u>, and Medicaid <u>Client</u> <u>Information</u>, within the first, consecutive clock hour of <u>Discovery</u>, and for all other types of <u>Confidential Information</u> not more than 24 hours after <u>Discovery</u>, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; 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 CONTRACTOR about the <u>Event</u> or <u>Breach</u> of the privacy or security of <u>Confidential Information</u>. 45 CFR 164.410.

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the <u>Event</u> or <u>Breach</u>, and CONTRACTOR's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*.

(a) The date the <u>Event</u> or <u>Breach</u> occurred;

(b) The date of CONTRACTOR's and, if applicable, <u>Subcontractor's Discovery;</u>

(c) A brief description of the <u>Event or Breach</u>; including how it occurred and who is responsible (or hypotheses, if not yet determined);

HHS Data Use Agreement TACCHO VERSION (Local City and County Entities) October 23, 2019 Page 9 of 15 (d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of <u>Confidential</u> <u>Information</u> involved;

(f) Identification of and number of all <u>Individuals</u> reasonably believed to be affected, including first and last name of the <u>Individual</u> and if applicable the, <u>Legally Authorized Representative</u>, 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 CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the <u>Event</u> or <u>Breach</u> demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the <u>Confidential</u> <u>Information</u> or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps <u>Individuals</u> and/or CONTRACTOR on behalf of <u>Individuals</u>, should take to protect the <u>Individuals</u> from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a <u>Legally Authorized</u> <u>Representative</u> to take on behalf of an <u>Individual</u> with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar <u>Event</u> or <u>Breach</u>;

(k) Identify, describe or estimate the <u>Persons</u>, <u>Workforce</u>, <u>Subcontractor</u>, or <u>Individuals</u> and any law enforcement that may be involved in the <u>Event</u> or <u>Breach</u>;

(1) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the <u>Event</u> or <u>Breach</u>, but no less than every three (3) business days or as otherwise directed by HHS, 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

HHS Data Use Agreement TACCHO VERSION (Local City and County Entities) October 23, 2019 Page 10 of 15 (m) Any reasonably available, pertinent information, documents or reports related to an <u>Event</u> or <u>Breach</u> that HHS requests following <u>Discovery</u>.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the <u>Event</u> or <u>Breach</u>, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an <u>Event</u> or <u>Breach</u>, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, <u>Persons</u> and/or <u>Individuals</u> about the <u>Event</u> or <u>Breach</u>.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such <u>Event</u> or <u>Breach</u>, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

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) HHS may direct CONTRACTOR to provide <u>Breach</u> notification to Individuals, regulators or third-parties, as specified by HHS following a <u>Breach</u>.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

HHS Data Use Agreement TACCHO VERSION (Local City and County Entities) October 23, 2019 Page 11 of 15 (D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its <u>Subcontractors</u> or agents for HHS that are described in detail in the Base Contract. The Statement 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

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the <u>Confidential</u> <u>Information</u> to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose <u>PHI</u> in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

HHS Data Use Agreement TACCHO VERSION (Local City and County Entities) October 23, 2019 Page 12 of 15 (A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or <u>Destroy</u> the <u>Confidential Information</u> as set forth in this DUA and to continue to safeguard the <u>Confidential Information</u> until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS 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 Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the <u>Secretary</u> of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its <u>Subcontractor</u> under this DUA survive the expiration or termination of this DUA until all the <u>Confidential Information</u> is <u>Destroyed</u> or returned to HHS, as required by this DUA.

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 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.

6.06 Injunctive Relief

HHS Data Use Agreement TACCHO VERSION (Local City and County Entities) October 23, 2019 Page 13 of 15 (A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its <u>Subcontractor</u> fails to comply with any of the terms of this DUA with respect to the <u>Confidential Information</u> or a provision of HIPAA or other laws or regulations applicable to <u>Confidential Information</u>.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its <u>Subcontractor's</u> failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at 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.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, <u>Subcontractors</u> and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, <u>Event</u>, <u>Breach</u>, 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.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, 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

> HHS Data Use Agreement TACCHO VERSION (Local City and County Entities) October 23, 2019 Page 14 of 15

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to <u>HIPPA</u> and/or <u>Confidential Information</u>, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with <u>HIPAA</u> or any other law applicable to <u>Confidential Information</u>.

Docusign Envelope ID: 451996FF-73ED-48EB-A537-C2AD578F8EA6 ttachment E-1



Texas HHS System - Data Use Agreement - Attachment 2 SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SE	SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)			
1.	 Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED. 			
2.	Entity or Applicant/Bidder Legal Name			
		Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 5906		
		Procurement/Contract#: HHS00013263		
		Address: PO Box 2000		
		City: Lubbock State: TX ZIP: 79457		
		Telephone #: (806) 775-2941		
		Email Address: kwells@mylubbock.us		
3.	Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/ Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 47		
4.	Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0		
5.	Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. Security Official: Legal Name: Christopher Wade Nelson Address: PO Box 2000		
		City: Lubbock State: TX ZIP: 79457		
		Telephone #: (806) 775-2390		
		Email Address: cwnelson@mylubbock.us		
		B. Privacy Official: Legal Name: Christopher Wade Nelson		
		Address: PO Box 2000		
		City: Lubbock State: TX ZIP: 79457		
		Telephone #: (806) 775-2390		
		Email Address: cwnelson@mylubbock.us		

Docusign Envelope ID: 451996FF-73ED-48EB-A537-C2AD578F8EA6 6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)	SSA PII
 Constant and access to: (Check all that apply) Health Insurance Portability and Accountability Act (HIPAA) data Criminal Justice Information Services (CIIS) data Internal Revenue Service Federal Tax Information (IRS FTI) data Centers for Medicare & Medicaid Services (CMS) Social Security Administration (SSA) Personally Identifiable Information (PII) 	
7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))	Total # (Sum a-d)
Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.	4925
A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	
 Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives. 	4,900
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	2
c. Cloud Services. Number of Cloud Services in use.	20
d. Data Centers. Number of Data Centers in use.	3
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:	Select Option (a-d)
 a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more 	 ○ a. ○ b. ○ c. ○ d.
9. HIPAA Business Associate Agreement	
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?	O Yes O No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)	O Yes O No O N/A
Action Plan for Compliance with a Timeline:	Compliance Date:
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'	
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	O Yes O No O N/A
Action Plan for Compliance with a Timeline:	Compliance Date:

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b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?	O Yes O No O N/A
Action Plan for Compliance with a Timeline:	<u>Compliance Date:</u>
11. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	 Yes No N/A

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SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	YesNo
Action Plan for Compliance with a Timeline:	Compliance Date:
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	• Yes • No
Action Plan for Compliance with a Timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):	⊙ Yes ○ No
 i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & 	
iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	

Docusign Envelope ID: 451996FF-73ED-48EB-A537-C2AD578F8EA6 Action Plan for Compliance with a Timeline:	Compliance Date:
 e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies? <u>Action Plan for Compliance with a Timeline:</u> 	Yes No Compliance Date:
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	YesNo
Action Plan for Compliance with a Timeline:	Compliance Date:
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	YesNo
Action Plan for Compliance with a Timeline:	Compliance Date:
 h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law? 	YesNo
Action Plan for Compliance with a Timeline:	Compliance Date:
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

Docusign Envelope ID: 451996FF-73ED-48EB-A537-C2AD578F8EA6 j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract? Action Plan for Compliance with a Timeline:	Yes No Compliance Date:
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
I. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	<u>Compliance</u> Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	♥ Yes♥ No
Action Plan for Compliance with a Timeline:	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	⊙ Yes ○ No

Docusign Envelope ID: 451996FF-73ED-48EB-A537-C2AD578F8EA6	Compliance Date:
3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	<u>Compliance Date:</u>

Docusign Envelope ID: 451996FF-73ED-48EB-A537-C2AD578F8EA6 SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)	
This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	No Electronic Systems
For any questions answered "No," an Action Plan for Compliance with a Timeline must be doo designated area below the question. The timeline for compliance with HIPAA-related items is days, PII-related items is 90 calendar days.	
 Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met? The data is encrypted with FIPS 140-2 validated encryption The offshore provider does not have access to the encryption keys The Applicant/Bidder maintains the encryption key within the United States The Application/Bidder has obtained the express prior written permission of the Texas HHS agency For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips 	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
 4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information. If yes, upon request must provide evidence such as a screen shot or a system report. 	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	<u>Compliance Date:</u>

Docusign Envelope ID: 451996FF-73ED-48EB-A537-C2AD578F8EA6	
5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive,	• Yes
transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?	O No
Action Plan for Compliance with a Timeline:	Compliance Date:
	-
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and	• Yes
after 15 minutes of user inactivity in all computing devices that access or store Texas	O No
HHS Confidential Information?	
Action Plan for Compliance with a Timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless	• Yes
access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal	_
process exists for granting access and validating the need for users to remotely access Texas	O No
HHS Confidential Information, and remote access is limited to Authorized Users).	
Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data,	
Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.	
For more information regarding FIPS 140-2 encryption products, please refer to:	
http://csrc.nist.gov/publications/fips	
Action Plan for Compliance with a Timeline:	Compliance Date:
8. Does Applicant/Bidder implement computer security configurations or settings for all	• Yes
computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the	O No
threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	
	Compliance Date:
Action Plan for Compliance with a Timeline:	compliance Date.
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems	• Yes
containing Texas HHS Confidential Information from unauthorized personnel and theft	O No
(e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the	
passenger area, etc.)?	
Action Plan for Compliance with a Timeline:	Compliance Date:

Docusign Envelope ID: 451996FF-73ED-48EB-A537-C2AD578F8EA6 10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential	• Yes
Information that is <i>transmitted</i> over a public network (e.g., the Internet, WiFi, etc.)?	O No
If yes, upon request must provide evidence such as a screen shot or a system report. Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.	
For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.qov/publications/fips	
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential	• Yes
Information <i>stored</i> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?	O No
If yes, upon request must provide evidence such as a screen shot or a system report.	
Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CIIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.	
For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips	
Action Plan for Compliance with a Timeline:	Compliance Date:
12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	⊙ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	• Yes
Action Plan for Compliance with a Timeline:	Compliance Date:
14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission,	• Yes
maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?	O No
Action Plan for Compliance with a Timeline:	Compliance Date:

Docusign Envelope ID: 451996FF-73ED-48EB-A537-C2AD578F8EA6	
15. Does Applicant/Bidder keep current on security updates/patches (including firmware,	• Yes
software and applications) for computing systems that use, disclose, access, create,	O No
transmit, maintain or store Texas HHS Confidential Information?	
Action Plan for Compliance with a Timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit,	• Yes
maintain or store Texas HHS Confidential Information contain up-to-date anti-	O No
malware and antivirus protection?	
Action Plan for Compliance with a Timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access	• Yes
or store Texas HHS Confidential Information for abnormal activity or security concerns on	O No
a regular basis?	
Action Plan for Compliance with a Timeline:	Compliance Date:
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal	• Yes
processes for Texas HHS Confidential Information ensure that Texas HHS Confidential	
Information is destroyed so that it is unreadable or undecipherable?	O No
	Compliance Date:
Action Plan for Compliance with a Timeline:	Compliance Date.
19. Does the Applicant/Bidder ensure that all public facing websites and mobile	O Yoc
applications containing Texas HHS Confidential Information meet security testing	• Yes
standards set forth within the Texas Government Code (TGC), Section 2054.516;	
including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities?	
addressing identified vulnerabilities?	
For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE	
APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017	
Action Plan for Compliance with a Timeline:	Compliance Date:



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, to participate in an inter-agency collaborative effort and serve as an essential link for medication-assisted treatment services within the community.

Item Summary

The Memorandum of Understanding is an agreement that will allow the participating agencies to meet the specific needs of the priority population, including serving as an essential link for medication-assisted treatment services within the community.

This agreement is to begin on September 1, 2024, and will terminate on August 31, 2025.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution Memorandum of Understanding

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 StarCare Specialty Health System Memorandum of Understanding ("MOU") related to Medication-Assisted Treatment, to participate in an interagency collaborative effort and serve as an essential link for medication-assisted treatment services within the community, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, and all related documents. Said MOU 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 Ho rion, Deputy Manager

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

RES.MOU-COLHD & StarCare Medication-Assisted Treatment 10.1.24

StarCare Specialty Health System Memorandum of Understanding Medication-Assisted Treatment

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional MHMR Center DBA StarCare Specialty Health System (StarCare) P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock, on behalf of its Health Department 2015 50th Street, Lubbock, Texas 79412

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link for medication-assisted treatment services within the community.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

- (a) Provide medication-assisted treatment services to Adult Texas residents who meet financial criteria for HHSC-funded MAT and have met the DSM-V criteria for an Opioid Use Disorder (OUD).
- (b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.
- (c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.
- (d) Disseminate information to increase access to needed services, including pharmacotherapy, medical care, mental health care, and substance use disorder treatment.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

- (a) Collaborate with StarCare in developing referral processes, coordination of services, education, and sharing of information.
- (b) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.
- (c) Help identify individuals who meet the priority population criteria and invite them to participate in the program.

v. CONFIDENTIALITY AGREEMENT

Prior to or during the course of this MOU, sensitive, confidential, and /or proprietary information not generally available to the public ("Confidential Information") may be exchanged by the parties, in written documents and verbally. In order to protect the privacy and business interests of each of the parties, they agree to the following terms:

- (a) Each Party will identify confidential information by noting in the header of the document that the document should be treated as confidential.
- (b) All Confidential Information will be maintained in confidence by each party and will be made available only to board members, staff, and agents involved in the work of the MOU. Each party will take all reasonable precautions to maintain the confidentiality of Confidential Information. Neither party will at any time during the MOU nor after the termination of the MOU make known to any third party any Confidential Information covered by this agreement or furnish any documents containing such Confidential Information pertaining to the other party. Confidential information does not include information that is or subsequently becomes generally available to the public, or is required to be disclosed by law or regulation, including Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act").

VI. CONSUMERS' RIGHT TO PRIVACY

- (a) The Parties will coordinate care, as set forth in this Agreement, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including privacy requirements specific to the care of minors.
- (b) Each Party agrees it shall request consumers' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow consumers' preferences for shared protected health information, consistent with the

philosophy of person and family-related consent.

(c) This Section VI shall survive termination of this Agreement.

VII. TERM OF AGREEMENT:

This agreement is to begin on September 1, 2024, and shall terminate on August 31, 2025.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

City of Lubbock Health Department:

Beth Lawson 9/26/2024 Beth Lawson Date Chief Executive Officer Phone:<u>806-766-0310</u> Email: starcare@starcarelubbock.org

Mark McBrayer	Date
Mayor	
Phone: 806-775-2024	
Email:	
Latin Welle	10/3/24
Katherine Wells	Date
Public Health Director	
Phone: 806-775-2941	
Email: kwells@mylubbock.us	

ATTEST:

Courtney Paz, City Secretary

Date

AS TO FORM: ROVED



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, related to Outreach, Screening, Assessment, and Referral, to participate in an inter-agency collaborative effort and serve as an essential link between prevention, intervention, and treatment services within the community.

Item Summary

The Memorandum of Understanding will allow the participating parties to meet the specific needs of the priority population to assist them by ensuring they are receiving needed care through referrals to StarCare Specialty Health System.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution Memorandum of Understanding

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 StarCare Specialty Health System Memorandum of Understanding ("MOU") related to Outreach, Screening, Assessment, and Referral, to participate in an interagency collaborative effort and serve as an essential link between prevention, intervention, and treatment services within the community, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, and all related documents. Said MOU 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:

fanager Bill Howerton, D

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

RES.MOU-COLHD & StarCare Outreach, Screening, Assessment, and Referral 10.1.24

StarCare Specialty Health System Memorandum of Understanding Outreach, Screening, Assessment, and Referral (OSAR)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional MHMR Center DBA StarCare Specialty Health System (StarCare) 904 Ave. O, P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock, on behalf of its Health Department 2015 50th Street, Lubbock, Texas 79412

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

- (a) Provide (as appropriate) outreach, screening, assessment, and referral services to individuals and/or family members that are experiencing problems related to the use of alcohol, tobacco, or other drugs.
- (b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.
- (c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.
- (d) Disseminate information to increase access to needed services, including medical care, mental health care, and substance abuse treatment.
- (e) Provide crisis intervention and motivational counseling as part of brief intervention when appropriate, including making referrals to interim services and providing pretreatment counseling / brief interventions.
- (f) Make prevention education available and provide referrals to prevention training opportunities in the region.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

- (a) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.
- (b) Help identify individuals who meet the priority population criteria and invite them to participate in various activities.

V. CONFIDENTIALITY AGREEMENT

Prior to or during the course of this MOU, sensitive, confidential, and /or proprietary information not generally available to the public ("Confidential Information") may be exchanged by the parties, in written documents and verbally. In order to protect the privacy and business interests of each of the parties, they agree to the following terms:

- (a) Each Party will identify confidential information by noting in the header of the document that the document should be treated as confidential.
- (b) All Confidential Information will be maintained in confidence by each party and will be made available only to board members, staff, and agents involved in the work of the MOU. Each party will take all reasonable precautions to maintain the confidentiality of Confidential Information. Neither party will at any time during the MOU nor after the termination of the MOU make known to any third party any Confidential Information covered by this agreement or furnish any documents containing such Confidential Information pertaining to the other party. Confidential information does not include information that is or subsequently becomes generally available to the public, or is required to be disclosed by law or regulation, including Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act").

VI. CONSUMERS' RIGHT TO PRIVACY

- (a) The Parties will coordinate care, as set forth in this Agreement, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including privacy requirements specific to the care of minors.
- (b) Each Party agrees it shall request consumers' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow consumers' preferences for shared protected health information, consistent with the philosophy of person and family-related consent.
- (c) This Section VI shall survive termination of this Agreement.

VII. TERM OF AGREEMENT:

This agreement is to begin September 1, 2024, and shall terminate August 31, 2025.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

City of Lubbock Health Department:

Signed by:	
Beth Lawson	9/26/2024
29D87C92FE6F473	
Beth Lawson	Date
Chief Executive Officer	
Phone:806-766-0310	
Email: starcare@starcarelubbo	ck.org

Mark McBrayer	Date
•	Date
Mayor	
Phone: 806-775-2024	
Email:	
Ratin Wells	iokbu
Katherine Wells	Date
Public Health Director	
Phone: 806-775-2941	
Email: kwells@mylubbock.us	

ATTEST:

Courtney Paz, City Secretary

Date

PPROVED AS TO FORM:

chael Foster, Assistant City Attorney Date



Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, related to Substance Use Disorder Treatment for Adults.

Item Summary

The Memorandum of Understanding allows the participating parties to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link for Substance Use Disorder Treatment for Adults within the community.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution Memorandum of Understanding

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 StarCare Specialty Health System Memorandum of Understanding ("MOU") related to Substance Use Disorder Treatment for Adults, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, and all related documents. Said MOU 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 Manager

APPROVED AS TO FORM:

chael Foster, Assistant City Attorney

RES.MOU-COLHD & StarCare Substance Use Disorder TRA 10.1.24

StarCare Specialty Health System Memorandum of Understanding Substance Use Disorder Treatment for Adults (TRA)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional MHMR Center DBA StarCare Specialty Health System (StarCare) P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock, on behalf of its Health Department 2015 50th Street, Lubbock, Texas 79412

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link for Substance Use Disorder (SUD) Treatment for Adults (TRA) within the community.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

- (a) Provide treatment services that facilitate recovery from SUDs to Adult Texas residents who meet financial criteria for HHSC-funded TRA who do not require a more structured environment such as residential services to meet treatment goals.
- (b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.
- (c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.
- (d) Disseminate information to increase access to needed services, including pharmacotherapy, medical care, mental health care, and substance use disorder treatment.

IV. OBLIGATIONS OF THE CITY OF LUBBOCK HEALTH DEPARTMENT:

The City of Lubbock Health Department agrees to:

- (a) Collaborate with StarCare in developing referral processes, coordination of services, education, and sharing of information.
- (b) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(c) Help identify individuals who meet the priority population criteria and invite them to participate in the program.

V. CONFIDENTIALITY AGREEMENT

Prior to or during the course of this MOU, sensitive, confidential, and /or proprietary information not generally available to the public ("Confidential Information") may be exchanged by the parties, in written documents and verbally. In order to protect the privacy and business interests of each of the parties, they agree to the following terms:

- (a) Each Party will identify confidential information by noting in the header of the document that the document should be treated as confidential.
- (b) All Confidential Information will be maintained in confidence by each party and will be made available only to board members, staff, and agents involved in the work of the MOU. Each party will take all reasonable precautions to maintain the confidentiality of Confidential Information. Neither party will at any time during the MOU nor after the termination of the MOU make known to any third party any Confidential Information covered by this agreement or furnish any documents containing such Confidential Information pertaining to the other party. Confidential information does not include information that is or subsequently becomes generally available to the public, or is required to be disclosed by law or regulation, including Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act").

VI. CONSUMERS' RIGHT TO PRIVACY

- (a) The Parties will coordinate care, as set forth in this Agreement, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including privacy requirements specific to the care of minors.
- (b) Each Party agrees it shall request consumers' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow consumers' preferences for shared protected health information, consistent with the philosophy of person and family-related consent.
- (c) This Section VI shall survive termination of this Agreement.

VII. TERM OF AGREEMENT:

This agreement is to begin on September 1, 2024, and shall terminate on August 31, 2025.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

The City of Lubbock Health Department:

Signed by:

Bette Lawson

9/26/2024

 Dene:// core core
 Date

 Beth Lawson
 Date

 Chief Executive Officer
 Date

 Phone:806-766-0310
 Email: starcare@starcarelubbock.org

Mark McBrayer	Date
Mayor	
Phone: 806-775-2024	
Email:	
Fatur Welle	idala
Katherine Wells	Date
Public Health Director	
Phone: 806-775-2941	
Email: kwells@mylubbock.us	

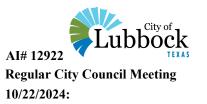
ATTEST:

Courtney Paz, City Secretary

Date

AS TO FORM: VED

Rachael Foster, Assistant City Attorney Date



Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a StarCare Specialty Health System Memorandum of Understanding, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, related to Substance Use Disorder Treatment for Youth.

Item Summary

The Memorandum of Understanding will allow the participating parties to participate in an inter-agency collaborative effort to meet the specific needs of the priority population, including serving as an essential link for Substance Use Disorder (SUD) Treatment for Youth (TRY) within the community.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution Memorandum of Understanding

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 StarCare Specialty Health System Memorandum of Understanding ("MOU") related to Substance Use Disorder Treatment for Youth, by and between the City of Lubbock, on behalf of its Health Department, and StarCare Specialty Health System, and all related documents. Said MOU 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

RES.MOU-COLHD & StarCare Substance Use Disorder TRY 10.1.24

StarCare Specialty Health System Memorandum of Understanding Substance Use Disorder Treatment for Youth (TRY)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional MHMR Center DBA StarCare Specialty Health System (StarCare) P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock, on behalf of its Health Department 2015 50th Street, Lubbock, Texas 79412

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link for Substance Use Disorder (SUD) Treatment for Youth (TRY) within the community.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

- (a) Provide treatment services that facilitate recovery from SUDs to Youth Texas residents who meet financial criteria for HHSC-funded TRY who do not require a more structured environment such as residential services to meet treatment goals.
- (b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.
- (c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.
- (d) Disseminate information to increase access to needed services, including pharmacotherapy, medical care, mental health care, and substance use disorder treatment.

IV. OBLIGATIONS OF THE CITY OF LUBBOCK HEALTH DEPARTMENT:

The City of Lubbock Health Department agrees to:

- (a) Collaborate with StarCare in developing referral processes, coordination of services, education, and sharing of information.
- (b) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(c) Help identify individuals who meet the priority population criteria and invite them to participate in the program.

V. CONFIDENTIALITY AGREEMENT

Prior to or during the course of this MOU, sensitive, confidential, and /or proprietary information not generally available to the public ("Confidential Information") may be exchanged by the parties, in written documents and verbally. In order to protect the privacy and business interests of each of the parties, they agree to the following terms:

- (a) Each Party will identify confidential information by noting in the header of the document that the document should be treated as confidential.
- (b) All Confidential Information will be maintained in confidence by each party and will be made available only to board members, staff, and agents involved in the work of the MOU. Each party will take all reasonable precautions to maintain the confidentiality of Confidential Information. Neither party will at any time during the MOU nor after the termination of the MOU make known to any third party any Confidential Information covered by this agreement or furnish any documents containing such Confidential Information pertaining to the other party. Confidential information does not include information that is or subsequently becomes generally available to the public, or is required to be disclosed by law or regulation, including Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act").

VI. CONSUMERS' RIGHT TO PRIVACY

- (a) The Parties will coordinate care, as set forth in this Agreement, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including privacy requirements specific to the care of minors.
- (b) Each Party agrees it shall request consumers' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow consumers' preferences for shared protected health information, consistent with the philosophy of person and family-related consent.
- (c) This Section VI shall survive termination of this Agreement.

VII. TERM OF AGREEMENT:

This agreement is to begin on September 1, 2024, and shall terminate on August 31, 2025.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

The City of Lubbock Health Department

- Signed by: Bethe Lawson

9/26/2024

 29DB7C92FE6F473...

 Beth Lawson
 Date

 Chief Executive Officer

 Phone:806-766-0310

 Email: starcare@starcarelubbock.org

Mark McBrayer Mayor Phone: <u>806-775-2024</u>____

Email:____

Date

Katherine Wells Public Health Director Phone: <u>806-775-2941</u> Email: <u>kwells@mylubbock.us</u>

ATTEST:

Courtney Paz, City Secretary

Date

TO FORM: Rachael Foster, Assistant City Attorney Date



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Human Resources Health Benefits: Consider a resolution authorizing the City Manager, for and on behalf of the City of Lubbock, to purchase and renew a reduced premium for specific stop loss insurance coverage, renegotiated increased prescription rebates, and an administration credit from BlueCrossBlueShield of Texas, to reduce health benefit costs while maintaining essential services.

Item Summary

The Addendum to Contract 153259 with BlueCrossBlueShield of Texas (BCBSTX) includes the following items:

- The Stop Loss renewal premium was negotiated from \$23.90 to \$22.62 Per Employee Per Month (PEPM).
- Prescription Rebates negotiated from \$114.00 to \$135.45 PEPM
 - Prescription rebate improvements: \$700,967.00
- Negotiated a one-time administration credit of \$100,000.00

The Human Resources Department, along with HUB International, has worked toward improving our current benefit package and reducing costs to the City. The renegotiation of this contract has proven to be substantially beneficial to the City with a cost savings of approximately \$828,000. The Human Resources Department will continue to work diligently with HUB International to continue to improve our benefit plan.

Fiscal Impact

The Addendum to Contract 153259 with BlueCrossBlueShield of Texas (BCBSTX) will result in a total estimated savings to the City of \$827,571.00.

Staff/Board Recommending

Bill Howerton, Deputy City Manager Elizabeth Lara, Director of Human Resources

Attachments

Resolution BCBSTX Contract Addendum City of Lubbock Proposal Stop Loss Quote

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase and renew for and on behalf of the City of Lubbock and its health benefits program, specific stop loss insurance coverage along with renegotiated prescription rebates from BlueCross BlueShield of Texas, consistent with the terms and conditions attached hereto, and all related documents.

Passed by the Council on ______, 2024.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Elizabeth Lara, Director of Human Resources

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

ccdocsll/RES.Stop Loss Renewal & Rebates BCBS 10.9.24



City of Lubbock			
Effective Date: 01/01/2025			
Members: 5,420			
Employees: 2,482			

F - CUSTOM PASSTHROUGH PRICING						
Contract Period	Advantage					
BRAND DISCOUNTS						
	Network					
1/1/2025 to 12/31/2025	20.00%					
	rk (ESN) - 90 Day Channel					
1/1/2025 to 12/31/2025	23.00%					
	ive Mail					
1/1/2025 to 12/31/2025	24.75%					
	DISCOUNTS					
	Network					
1/1/2025 to 12/31/2025	87.00%					
Litended Supply Netwo 1/1/2025 to 12/31/2025	rk (ESN) - 90 Day Channel					
	90.00%					
1/1/2025 to 12/31/2025	88.90%					
	88.90% PENSING FEES					
	Vetwork					
1/1/2025 to 12/31/2025	\$0.30					
	rk (ESN) - 90 Day Channel					
1/1/2025 to 12/31/2025	\$0.00					
	ive Mail					
1/1/2025 to 12/31/2025	\$0.00					
	PENSING FEES					
	Network					
1/1/2025 to 12/31/2025	\$0.30					
Extended Supply Network (ESN) - 90 Day Channel						
1/1/2025 to 12/31/2025	\$0.00					
Exclusive Mail						
1/1/2025 to 12/31/2025	\$0.00					
AGGREGATE SPECIALTY						
Discount						
1/1/2025 to 12/31/2025	24.50%					
Specialty Pharmacy Dispensing Fee						
1/1/2025 to 12/31/2025	\$0.00					

Notes:

- Discounts are based on the actual NDC-11 dispensed on the fill date.

- Guarantees are based upon the above selected BCBS TX Network.

- Guarantees are based upon an implemented BCBS TX Extended Supply Network (90-day retail). If not implemented, Retail rates apply.

- For the purpose of reconciliation at contract year end, discount and dispensing fee guarantees are reconciled in aggregate, as long as the contract remains in effect.

 Discount and dispensing fee rates exclude compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S. territory (TER) pharmacy, 340B, Medicare/Medicaid, out-of-network, member-submitted (e.g. direct member reimbursement), coordination of benefits (COB), subrogation, usual and customary (U&C) claims and non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBS TX specialty drug pricing file) claims.

- For discount purposes, Specialty is defined by the BCBS TX specialty drug pricing file.

- Guarantees are based upon a exclusive specialty network arrangement.

- For discount and dispensing fees, Brand drugs are defined as drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".

- For discount and dispensing fees, Generic drugs are defined as drugs that have a Medi-Span multisource code field equal to "Y".

- Discount and dispensing fee guarantees do not reflect adjustments for CMS negotiated drug prices as outlined in the Inflation Reduction Act. In the event CMS drug price negotiations impact BCBS TX's ability to meet guarantees, BCBS TX reserves the right to adjust the reconciliation of guarantees after CMS releases the negotiated prices for 2026 and beyond.

- Unexpected generic launches and products launched at risk or under patent litigation are excluded from generic guarantees.

- Guarantees are based upon Home Delivery being the exclusive mail provider.

- Aggregate Specialty discount and Specialty Pharmacy dispensing fee guarantees include claims for limited distribution drugs (LDDs) and exclude claims for new Specialty drugs brought to market for the first 180 days after launch.



City of Lubbock			
Effective Date: 01/01/2025			
Members: 5,420			
Employees: 2,482			

F - CUSTOM PASSTHROUGH PRICING					
Contract Period	Performance				
REBATES	PER BRAND				
Retai	Network				
1/1/2025 to 12/31/2025	\$360.55				
Extended Supply Netw	ork (ESN) - 90 Day Channel				
1/1/2025 to 12/31/2025 \$892.60					
Exclusive Mail					
1/1/2025 to 12/31/2025	\$956.80				
Specialty					
1/1/2025 to 12/31/2025 \$4,084.55					
REBATES PER EN	REBATES PER EMPLOYEE PER MONTH				
1/1/2025 to 12/31/2025	\$137.45				

Notes:

- For rebate purposes, Specialty is defined by the BCBS TX specialty drug pricing file.

- For the purpose of reconciliation at contract year end, all rebate guarantees are reconciled in aggregate as long as the contract remains in effect.

- Compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S.

territory (TER) pharmacy, 340b, Medicare/Medicaid, out of network, member-submitted (e.g. direct member reimbursement), coordination of benefits (COB), subrogation, vaccine, over-the-counter (OTC), and limited distribution drug (LDD) claims are excluded from rebate guarantees.

Rebate guarantees do not reflect adjustments for CMS negotiated drug prices as outlined in the Inflation Reduction Act. In the event CMS drug price
negotiations impact BCBS TX ability to meet rebate guarantees, BCBS TX reserves the right to apply a rebate credit to rebate guarantee reconciliation.

- For rebate purposes, Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
 - Rebates will be trued up annually to the greater of the PEPM rebate credits, per brand Rx rebate guarantees, and actual rebates.

- Rebate guarantees are inclusive of and assume WAC reduction effective 1/1/2024 due to AMP CAP. BCBS TX reserves the right to adjust the reconciliation of guarantees for any other products with a WAC decrease.



City of Lubbock				
Effective Date: 01/01/2025				
Members: 5,420				
Employees: 2,482				
Employees. 2,462				

F - CUSTOM PASSTHROUGH PRICING				
ADMINISTRATIVE FEE				
Contract Period Per Employee Per Month				
1/1/2025 to 12/31/2025 \$5.00				

Notes:

- Administrative Fees will be charged at the above rate on a per employee per month basis.

Additional Caveats:

- Guarantees are based on adoption and adherence of an above BCBS TX drug list, including associated utilization management, recommended drug list strategies, and clinical programs. BCBS TX reserves the right to make an equitable modification to the pricing terms of the agreement for the following: changes in any law or regulation, changes in interpretation of a law or regulation, claims where pricing is controlled by the law, changes within PBM marketplace which lead to a significant deviation from the current economic environment, unexpected market events, unexpected generic launches, authorized generic launches, biosimilar products, products launched at risk, products under patent litigation, new lower cost NDCs priced net of rebates from the innovator, products with WAC decreases, biosimilar utilization or mix being materially different from underwriting assumptions, changes in drug indications, implementation of new clinical programs, removal of existing clinical programs, changes in pharmacy benefit plan design, specialty drug pricing file, limited distribution list, or drug list changes. Any applicable biosimilar adjustment will be applied to any guarantee based payments during the contract year as a rebate credit for low WAC utilization, and/or to year end reconciliations for formularies with high and/or low WAC products.
 - Members will pay the lower of the contracted rate, U&C, or their applicable copayment.

- Assumes client does not have 340B pricing.

- Guarantees provided does not include savings from DUR or other clinical programs.

- Specialty drugs dispensed through the medical benefit will not be included in reconciliation of guarantees.

- Guarantees assumes 26% ESN penetration, if that differs significantly, BCBS TX reserves the right to revise guarantees terms and financials.

- Guarantees assumes 1% Mail penetration, if that differs significantly, BCBS TX reserves the right to revise guarantees terms and financials.

- BCBS TX reserves the right to equitably adjust the guarantees in the event the number of covered members, covered employees, or pharmacy claims volume materially changes over the course of the contract.

- Products with government mandated reimbursement, emergency use protocols, or related to Covid-19 (e.g testing, vaccines, and treatments) are excluded from guarantee reconciliation.

- Compound claims, foreign claims, invalid claims, reversed claims, and out-of-network claims are excluded from the calculation of whether the AWP discounts, Dispensing Fees, and rebates shown above have been achieved and also are excluded from the calculation of any shortfall credit for Employer.
 - BCBS TX offer is based on a minimum of one-year contract term. Guarantees will not be reconciled for partial policy periods resulting from an early termination.

- The guarantee terms in this agreement are based upon the minimum enrollment and benefit design including but not limited to the network and drug list options as noted, as well as other information provided by employer to BCBS TX during the proposal process. If employer falls below the minimum enrollment, makes any changes to its plans or other changes occur, that constitute a material departure from BCBS TX underwriting assumptions based on information provided by sponsor, the parties agree to modify the terms of this agreement as of the effective date of such event/change to return BCBS TX to its relative economic position prior to such event/change.

- The market check report will include the guarantee terms by dispensing channel and service, that a plan similar to employer in the following respects could reasonably obtain within 60 days of the request: size (employers of a similar member count and managed drug spend), similar mail penetration, generic dispensing rates, specialty program, drug mix, and formulary content and design, and size, composition, and geography of retail network. If the market check report has sufficient documentation to support that employer would realize at least one percent (1%) annual savings in the Net Plan Cost, claim administrator will have 30 days to respond to the market check report.

- "Net Plan Cost" means the sum of all amounts paid or other services provided under this agreement, less rebate amounts, financial guarantees amount, implementation allowances and any other amounts paid or payable to employer that reasonably service to reduce costs. If claim administrator agrees to the market check report savings projections, claim administrator may provide revised guarantees that meet or exceed savings identified in the market check report and the parties will enter into an appropriate amendment reflecting the agreed revised terms, to be effective the first month of the following contract year. The parties may enter into an appropriate amendment reflecting such revised terms.

- Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated in accordance with the applicable Network Contract or the applicable out-of-network pricing. Zero balance logic is not employed.

- Employer will be billed for Foreign Claims in an amount based on the amount billed by the pharmacy.

- Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.

- Guarantees will be calculated as described in this Addendum and the PBM Exhibit to the Administrative Services Agreement.

- Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.

- The pharmacy offer above is contingent on BCBS TX being the medical benefits administrator.





City Of Lubbock

ASO Projection for the period of January 1, 2025 - December 31, 2025

1/1/2025 Stop Loss Renewal - Paid contract

Presented by:

Taylor Holbrook

Blue Cross and Blue Shield of TX, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSTX

Not for use or disclosure outside BCBSTX, Employer, their respective affiliated companies and third-party representatives, except with written permission of BCBSTX.

□A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, □ an Independent Licensee of the Blue Cross and Blue Shield Association 09/27/2024

BlueCross BlueShield of Texas

City Of Lubbock

ASO Projection for the period of January 1, 2025 - December 31, 2025

1/1/2025 Stop Loss Renewal - Paid contract

STOP LOSS

Paid	Customer Total		
	PEPM	TOTAL	
Projected Enrollment	2,490	29,880	
Individual Stop Loss Deductible	\$700,000	\$700,000	
Individual Stop Loss Premium	\$22.62	\$675,886	

HCSC Stop Loss includes Gene Therapy protection.

This Stop Loss quote is firm through 10/25/2024.

Note: For quotes/renewals that are illustrative or otherwise not locked in, HCSC will require/review

updated claim data which is within 180 days of the quoted effective date.

A revised and final stop loss quote/renewal will be issued at that time.

Blue Cross and Blue Shield of TX, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSTX

t for use or disclosure outside BCBSTX, Employer, their respective affiliated companies and third-party representatives, except with written permission of BCBS*

□Subject to and contingent upon conditions and caveats outlined in attached addendum. □A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, □ an Independent Licensee of the Blue Cross and Blue Shield Association 🐯 🛐 BlueCross BlueShield of Texas

City Of Lubbock

ASO Projection for the period of January 1, 2025 - December 31, 2025

1/1/2025 Stop Loss Renewal - Paid contract

FEE COMPARISON

Renewal	Active and Retirees Under 65			
	Current	Renewal	Change	Contract Total
Projected Enrollment	2,493	2,490	-0.1%	
Single		1,223		
Family		1,267		
Administration Fee**	\$43.37	\$44.24	2.0%	\$1,321,891
Prescription Drug Administration Fee	\$4.57	\$4.57	0.0%	\$136,552
Prescription Drug Rebate Credit ****	(\$114.00)	(\$131.91)	15.7%	(\$3,941,471)
Medical Rebate Credit	(\$2.50)	(\$2.50)	0.0%	(\$74,700)
Wellbeing Management	\$4.95	\$5.85	18.2%	\$174,798
Additional Services PEPM Fees	\$2.08	\$2.08	0.0%	\$62,173
Rx Commissions	\$3.92	-	-	-
Total Fee PEPM	(\$57.61)	(\$77.67)	27.9%	(\$2,320,757)
Individual Stop Loss \$700,000 Deductible	\$21.36	\$22.62	5.9%	\$675,886
Total Fixed Costs PEPM	(\$36.25)	(\$55.05)	51.9%	(\$1,644,871)
Projected Average Claim Value PEPM	\$1,244.93	\$1,331.45	6.9%	\$39,783,726
Total Projected Costs PEPM	\$1,208.68	\$1,276.40	5.6%	\$38,138,855

*If a third party stoploss carrier is selected, a Third-Party Stop Loss Carrier fee of \$0.50 pepm will apply.

**Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings.

****This quote assumes Prime Therapeutics (PBM) Performance drug list and Advantage network.

If a third party pharmacy benefit manager is selected, additional charges will apply.

Blue Cross and Blue Shield of TX, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSTX

Not for use or disclosure outside BCBSTX, Employer, their respective affiliated companies and third-party representatives, except with written permission of BCBSTX.

□A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, □ an Independent Licensee of the Blue Cross and Blue Shield Association



BlueCross BlueShield of Texas

City Of Lubbock

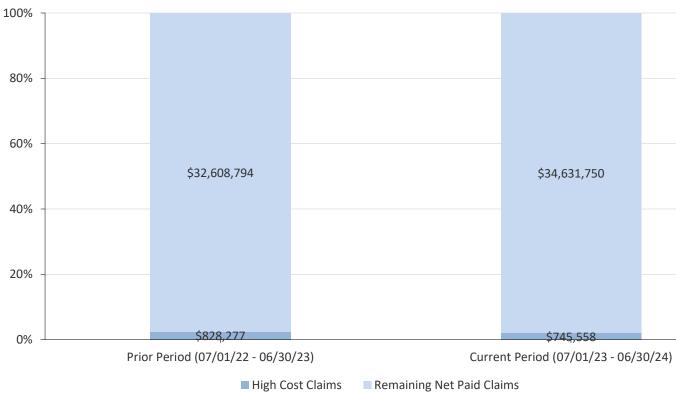
ASO Projection for the period of January 1, 2025 - December 31, 2025

1/1/2025 Stop Loss Renewal - Paid contract HIGH COST CLAIMANT SUMMARY (Medical & Rx)

All Associations

Current High Cost Claimants account for: 0.02% of the Overall Membership 2.11% of the Total Paid Claims

High Cost Claims Percentage



	Prior	Current	% Chang
Remaining Net Paid Claims	\$32,608,794	\$34,631,750	+6.20%
High Cost Claims	\$828,277	\$745,558	-9.99%
Total Paid Claims	\$33,437,071	\$35,377,308	+5.80%

Current High Cost Claimants (07/01/23 - 06/30/24)					
Claimant	ISL Deductible	Total Claim Dollars	HCSC High Cost Claim Dollars	DRG Description	Active/Inactive
Claimant 1	\$700,000	\$745,558	\$745,558		Active
	Pric	or High Cost Claim	ants (07/01/22-06/30/	/23)	
Claimant	ISL Deductible	Total Claim Dollars	HCSC High Cost Claim Dollars	DRG Description	Active/Inactive
Claimant 2	\$700,000	\$828,277	\$828,277		Active

Claimant identifiers are generic and do not determine relationship between the current and prior time periods. It is possible that a claimant may be included in both time periods. High Cost Claim Dollars only includes HCSC carrier claims.

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BlueCross BlueShield of Texas

City Of Lubbock

ASO Projection for the period of January 1, 2025 - December 31, 2025

1/1/2025 Stop Loss Renewal - Paid contract

CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSTX reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSTX also reserves the right to change the administrative fees it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSTX's expenses or cost of plan administration.

Unless otherwise stated, this renewal offer is made on the assumption the benefit program is for a plan that is not considered a "grandfathered health plans" as defined under the Affordable Care Act and related regulations. If you have questions about grandfathered health plans, please consult your legal counsel.

HCSC reserves the right to adjust the Aggregate Claim Liability if one or more of the following occurs within the coverage period:

- the Account's composition changes (i.e. demographics)
- the Account's number of covered employees increases or decreases by more than 10%
- the Account's benefit program changes

The Individual Stop Loss quote is being offered on a Paid basis during the policy period indicated above.

HCSC's pharmacy benefit manager, PRIME Therapeutics (PBM), holds rebate contracts with pharmaceutical manufacturers. Unless otherwise agreed by the parties, HCSC may, in some circumstances, provide the Employer with a Rebate Credit, but such Rebate Credit may not equal the entire amount of the rebates provided to HCSC by the PBM.

Employers that do not use Prime Therapeutics as their pharmacy benefit manager are NOT eligible for a Rebate Credit under the pharmacy benefit.

The PEPM Medical Rebate Credit is subject to change as HCSC will review the PEPM credit offer for each subsequent renewal

Rates/fees are projected to be effective for the 12-month period beginning on the effective date indicated.

The Administrative charge includes a network access fee for employees residing in HCSC service areas (IL, MT, OK, NM, TX). Claims incurred outside HCSC service areas through the BlueCard program may be assessed a BlueCard access fee of no more than 3.31% of the discount applied, not to exceed \$2,000 per claim. An estimate of this access fee is included in our projected claim figures.

Offer assumes the contract situs will be Texas.

This quote is contingent upon the account signing new contract documents in a timely manner. If not signed, then HCSC may withdraw and/or revise the quote

Pharmacy Rebate Credit includes estimate of rebates for all categories of drugs, including specialty drugs, based on our book of business.

If the prescription drug program is not administered by Prime today but is awarded the administration of the prescription drug program, the medical claim cost will be reduced due to the integration of the medical and prescription drug program.

Prescription drug coverage is included in this offer.

Prescription drug claim administration is included in this offer.

Non-standard benefits are subject to review by, and contingent upon approval of, internal operational areas.

Unless otherwise indicated, proposal offers assume standard HCSC administration practices/contract provisions/reports/materials and renewal offers assume existing administration practices/contract provisions/reports/materials

Offer assumes Stop Loss coverage applies to Medical and Prescription Drug claims, but excludes exception/extra-contractual payments and benefits carved out to another vendor.

We reserve the right to revise or withdraw our offer if, at any time during the projected coverage period: The actual number of enrolled contracts (in total, by product, or by benefit plan), the Single/Family mix, or the Medicare/Non-Medicare mix varies by +/- 10% from our projections. The information upon which our projections were based (benefit levels, census/demographics, commissions, etc.) becomes outdated or inaccurate.

Offer includes incremental fee for Wellbeing Management (Health Management & Advocacy program).

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City Of Lubbock

ASO Projection for the period of January 1, 2025 - December 31, 2025

1/1/2025 Stop Loss Renewal - Paid contract

CONDITIONS AND CAVEATS

Employer will contribute a minimum of 25% toward the cost of coverage.

A minimum of 75% of eligible employees excluding waivers, or a minimum of 50% of eligible employees including waivers, enroll for coverage.

Offer is contingent upon Underwriting approval of any changes to the plan's eligibility definitions.

Recommended funding amounts should fund expected paid claims (EPC), administration, stop loss premium, and estimated reserves. If actual claims exceed the EPC, the Employer will be required to fund all claims up to the Maximum Claim Liability. If offer does not include Aggregate Stop Loss, the Employer has no Maximum Claim Liability and will be required to continually fund claims.

This offer expires as of the effective date indicated above.

The employer is responsible for any administrative services taxes due for benefits paid under this agreement.

Costs associated with special services or custom materials provided by BCBSTX are not included in the quoted administration fee(s).

Unless otherwise indicated, offer assumes BCBSTX will be the exclusive carrier for Administration and Stop Loss.

Recommended funding amounts should fund expected paid claims (EPC), administration, stop loss premium, and estimated reserves. If the financial arrangement does not include Aggregate Stop Loss coverage, the Employer will be required to continually make funds available for payment of claims.

If a non-preferred vendor is selected for automated eligibility processing, an additional charge will apply.

If a third party pharmacy benefit manager is selected, additional charges will apply

This Stop Loss quote is firm through 10/25/2024.

Note: For quotes/renewals that are illustrative or otherwise not locked in, HCSC will require/review updated claim data which is within 180 days of the quoted effective date. A revised and final stop loss quote/renewal will be issued at that time.

Projected Net Paid Claims for non-HMO Medical coverages on these exhibits include Estimated Value Based Care Payments and Savings.

Value Based Care payments apply to Stop Loss Coverage.

BCBSTX retains the right to recoup monetary credits provided, any remaining implementation costs, shared savings or PG incentive fees from the plan sponsor in the event of early termination of the proposed coverage or contract, either in its entirety or with respect to certain custom services or programs included in this offer.

If a third party stop loss carrier is selected, a Third-Party Stop Loss Carrier fee will apply.

If an HMO network product is selected, mental health capitation charges may apply and be billed separate and apart from the Administrative Charges outlined on this exhibit.

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BlueCross BlueShield of Texas

City Of Lubbock

ASO Projection for the period of January 1, 2025 - December 31, 2025

1/1/2025 Stop Loss Renewal - Paid contract

CONDITIONS AND CAVEATS

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

Administration Fee assumes Weekly claim funding.

A no new laser rate cap applies to the Individual Stop Loss coverage as follows:

-Applies to the next renewal, effective 01/01/2026.

-The change in Individual Stop Loss premium will not exceed 45%.

-The renewal rate cap excludes changes in contract terms, including but not limited to a change in the individual stop loss contract basis or individual stop loss deductible.

-No new lasers, or an increase in existing lasers, will be applied. Existing lasers may be continued unchanged at HCSC's option.

-Is null and void if enrollment varies +/- 20% or more during the contract period.

-Subject to all terms and conditions outlined in the Policy, the most current Exhibit, and any attachments including but not limited to the proposal/renewal documents.

This quote assumes Prime Therapeutics (PBM) Performance drug list and Advantage network.

Quote includes Advanced Payment Review (APR) program under APR program savings model. All claim savings realized through the APR program are passed through to the customer on the claim invoice, and HCSC will charge back 25% of the claim savings on the monthly administrative invoice.

Premium Equivalent Rates (if provided) reflect expected benefit cost only and do not include an adjustment for a change in needed reserves. Premium Equivalent Rates should fund expected paid claims (EPC), administration, stoploss premium and estimated reserves; if claims exceed EPC, the Employer will be required to make additional funds available up to the Maximum Claim Liability.

Effective January 1, 2025, for new business and renewals issued under this policy, BCBSTX reserves the right to apply lasers and adjust rates for the gene therapy ingredient costs and any claims risk. Subsequent renewals, if and when issued, will be subject to no new lasers or rate adjustments to the extent that the gene therapy ingredient cost for one or more of the gene therapies listed below is covered under the Plan administered by BCBSTX and was included in Paid Claims under the Plan. BCBSTX reserves the right to continue to laser and adjust rates for those members that were lasered in the prior policy period.

- 1. Hemgenix
- 2. Zynteglo
- 3. Luxturna
- 4. Skysona
- 5. Zolgensma
- 6. Elevidys
- 7. Roctavian
- 8. Casgevy
- 9. Lyfgenia
- 10. Lenmeldy
- 11. Beqvez

This provision does not obligate BCBSTX to issue a renewal of the policy. This statement remains subject to all terms and conditions of the Policy, the most current Exhibit [Application], and any attachments included but not limited to the proposal and renewal documents.

To the extent consistent with the terms of the Plan, "Gene therapy ingredient" is defined as the genetic, cellular, viral or other organic or inorganic materials administered to affect the condition for which they are prescribed.

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Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Memorandum of Understanding, Contract No. 17603, between the Central Business District Tax Increment Financing Zone and HTG Lubbock, LLC, for utility and storm water infrastructure construction and relocation, for the Inn Town Lofts Project at 1202 Main Street in Downtown, Lubbock, Texas.

Item Summary

On September 26, 2023, City Council approved Memorandum of Understanding (MOU) Contract No. 17603 with HTG Lubbock, LLC. This MOU is for assistance with utility and storm water infrastructure construction and relocation for the Inn Town Lofts Project at 1202 Main Street in Downtown, Lubbock, Texas.

The original contract was for 24 months, and would expire on September 26, 2025. Amendment No. 1 will extend the contract through December 31, 2025, to allow for ample time for construction completion. The Central Business District (CBD) Tax Increment Financing (TIF) Zone Advisory Board approved this extension at their October 9, 2024 Board meeting, and recommend approval by the City Council. There is no change to the cost of the contract.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager Brianna Brown, Business Development Director CBD TIF Advisory Board

Attachments

Resolution Amendment 1 Original MOU Budget Detail CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Memorandum of Understanding, Contract No. 17603, for utility and stormwater infrastructure construction and relocation for the Inn Town Lofts project, by and between the Central Business District Tax Increment Financing Reinvestment Zone and HTG Lubbock, LLC, 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:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #1 to MOU 17603 Inn Town Lofts 10.9.24

Amendment 1 To Agreement Between The Central Business District Tax Increment Financing Reinvestment Zone and HTG Lubbock, LLC

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 26th day of September 2023, Contract No. 17603, by and between the Central Business District Tax Increment Financing Reinvestment Zone ("CBD TIF") and HTG Lubbock, LLC ("HTG").

The CBD TIF agreed to financially assist HTG for utility and stormwater infrastructure construction and relocation for the Inn Town Lofts project at 1202 Main Street, Lubbock, Texas (the "Project").

WHEREAS, CBD TIF and HTG agree the term of the Agreement should be extended due to the property acquisition time-line and time needed to complete the Project.

WITNESSETH:

The CBD TIF and HTG now agree to extend the term of the Agreement, which term shall end on December 31, 2025.

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.

The City of Lubbock

Mark W. McBrayer, Mayor

The Central Business District Tax Increment Financing Reinvestment Zone

Dan Williams, Chairman

HTG Lubbock, LLC a Texas limited liability company

By: HTG Lubbock Member, LLC a Florida limited liability company, its Managing Member

Matthew Rieger, Manager

APPROVED AS TO CONTENT:

Manager erton. Deputy

Page 1 of 2

APPROVED AS TO FORM:

llukeroure

Kelli Leisure, Senior Assistant City Attorney

Resolution No. 2023-R0456 Item No. 5.7 September 26, 2023

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve a Memorandum of Understanding, Agreement No. 17603, by and between the Lubbock Central Business District Tax Increment Financing Reinvestment Zone Advisory Board ("CBD TIF") and the HTG Lubbock, LLC ("HTG"), a Texas limited liability company, to fund utility and stormwater infrastructure construction and relocation for the Inn Town Lofts project at 1202 Main Street, Lubbock, Texas, and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on the <u>26th</u> day of <u>September</u>, 2023.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs://Res.MOU_CBDTIF and HTG 9.19.23

STATE OF TEXAS § COUNTY OF LUBBOCK §

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING REINVESTMENT ZONE AND HTG LUBBOCK, LLC

This Memorandum of Understanding (the "MOU"), Contract No. 17603, is made on this <u>26th</u> day of <u>September</u>, 2023, by and between the Lubbock Central Business District Tax Increment Financing Reinvestment Zone Advisory Board ("CBD TIF") and the HTG Lubbock, LLC ("HTG"), a Texas limited liability company, to fund utility and stormwater infrastructure construction and relocation for the Inn Town Lofts project at 1202 Main Street, Lubbock, Texas (the "Project"), the location of which is within the CBD TIF zone.

WHEREAS, during a special meeting on September 12, 2023, the CBD TIF approved utilizing CBD TIF funds to provide HTG funds for the Project; and

WHEREAS, this agreement is conditioned on HTG acquiring the property at 1202 Main Street, Lubbock, TX and shall be on a reimbursement basis only.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set

forth in this MOU, the CBD TIF and HTG hereby agree as follows:

1. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall have a term of twenty-four (24) months from the effective date herein.

2. CBD TIF RESPONSIBILITIES

This MOU shall be of no effect if HTG is unable to complete the sale and become the owner of the property 1202 Main Street, Lubbock, Texas (the "Property").

Further, no funding shall be provided to HTG for the Project, until Project completion, acceptance of the infrastructure by the City of Lubbock (the "City"), and HTG receives a certificate of occupancy for the building on the Property.

Funding contemplated herein shall also be strictly on a reimbursement basis, which shall require any and all documentation to be given to the CBD TIF demonstrating the actual cost of construction paid by HTG for the Project, and the as-built drawings for the Project have been provided to the engineering staff at the City. The details and estimated cost associated with the

Project are attached hereto as "Exhibit A" and incorporated herein. In accordance with the terms herein the CBD TIF shall provide to HTG funding for the Project in an amount not to exceed two hundred twenty-five thousand and NO/100 (\$225,000.00).

3. HTG LUBBOCK, LLC RESPONSIBILITIES

HTG shall be responsible for the completion of the Project as set forth herein and detailed in "Exhibit A". Upon completion of the Project, HTG shall provide all documentation to the CBD TIF demonstrating actual Project costs and proof of a certificate of occupancy issued for the building on the Property after the renovations to the Property are complete. Additionally, HTG shall provide the City's engineering department with all as-built drawings for the utility work completed in order to receive reimbursement for the Project.

4. NOTICE

A. General. Whenever notice from HTG to the CBD TIF or the CBD TIF to the HTG is required or permitted by this MOU 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); (3) email; or (4) 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. HTG's Address. The HTG's address and numbers for the purposes of notice are:

HTG Lubbock, LLC C/O HTG Lubbock Member, LLC Matthew Rieger, Manager 3225 Aviation Avenue, 6th Floor Coconut Grove, FL 33133 Telephone: 305-860-8188 Email: operationalcontact_TX@htgf.com

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

Blu Kostelich, CFO City of Lubbock P.0. Box 2000 1314 Avenue K Lubbock, Texas 79457 Email: bkostelich@mylubbock.us Telephone: 806-775-2212 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 MOU, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

5. NO LIABILITY

No liability will arise or be assumed between the parties as a result of this MOU. All parties to this document will act in good faith to achieve the goals of the MOU in a reasonable time frame. This MOU is a good faith expression of the intent of the Parties.

6. NO JOINT ENTERPRISE

This MOU is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

7. GOVERNING LAW

This MOU will be governed by the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this MOU shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

8. AMENDMENTS

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 CBD TIF and HTG.

9. ENTIRE AGREEMENT

This Agreement, including "Exhibits A" attached hereto, contains the entire agreement between the CBD TIF and the HTG, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

EXECUTED as of the Effective Date hereof.

The City of Lubbock

Tray Payne, Mayor

The Central Business District Tax **Increment Financing Reinvestment Zone**

Dan Williams, Chairman

Page 3 of 4

HTG Lubbock, LLC a Texas limited liability company

By: HTG Lubbock Member, LLC a Florida limited liability company, its Managing Member

Matthew Rieger, Manager

APPROVED AS TO CONTENT:

Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney



September 8, 2023

Lubbock Central Business District (CBD) Tax Increment Financing (TIF) Reinvestment Zone Board c/o Brianna Brown, Business Development Director Citizens Tower, 1314 Avenue K, Lubbock, TX, USA

RE: Inn Town Lofts - 1202 Main St. - Utility and Infrastructure Cost Reimbursement

Dear Board Members,

HTG Lubbock, LLC, ("HTG") is requesting the Lubbock CBD TIF to enter a Memorandum of Understanding ("MOU") to reimburse the costs associated with abandoning and undergrounding the utilities caused by the platting of the Inn Town Lofts development site and the alley closures. These costs are \$328,243.72 and summarized in the table below:

Site Utilities	\$ 167,785.93
Storm Water	\$ 47,550.00
Vexus	\$ 49,776.43
Optimum	\$ 42,956.12
Optimum Cost Add (Rock)	\$ 12,245.77
AT&T	\$ 7,929.47
Total:	\$ 328,243.72

Inn Town Lofts is an affordable housing redevelopment that will consist of 56 units built in two buildings: a new construction building containing 14 units, and the adaptive reuse of the long vacated and dilapidated Inn Town Inn/Jimmy Kimmel Center which will contain 42 units. Since Inn Town Lofts is an affordable housing development, there are no additional funds that we can access to pay for the additional utility and infrastructure costs nor can we increase the development's rents to generate more income funding for the redevelopment, thus the request.

Approving the MOU will not only improve the development's financial feasibility, but it will also improve the aesthetic of Downtown Lubbock while providing 56 units of much-needed affordable housing. Supporting documentation is attached as well as the site plan and several 2D renderings. We look forward to your approval.

Sincerely,

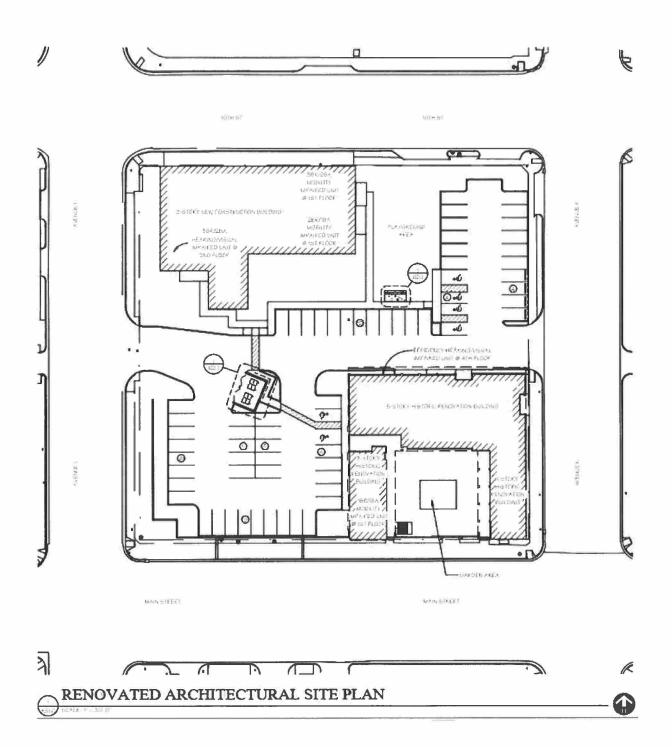
HTG LUBBOCK, LLC, a Texas limited liability company

Matthew Rieger, Manager of Managing Member

HOUSING TRUST GROUP 3225 Aviation Avenue, 6th Floor • Coconut Grove, FL 33133 • 305-860-8188 www.htgf.com

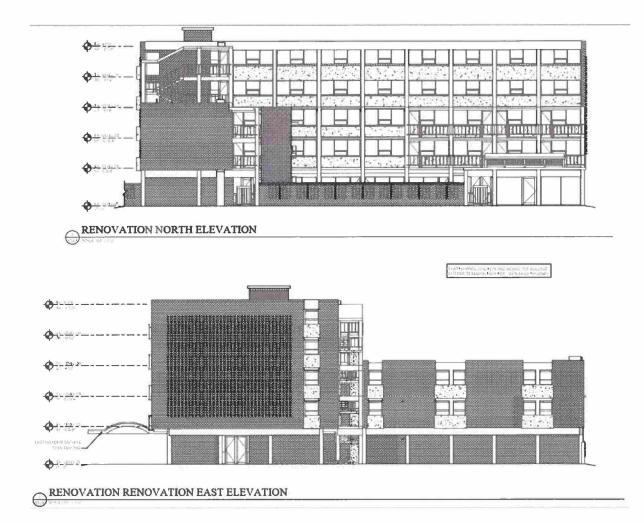
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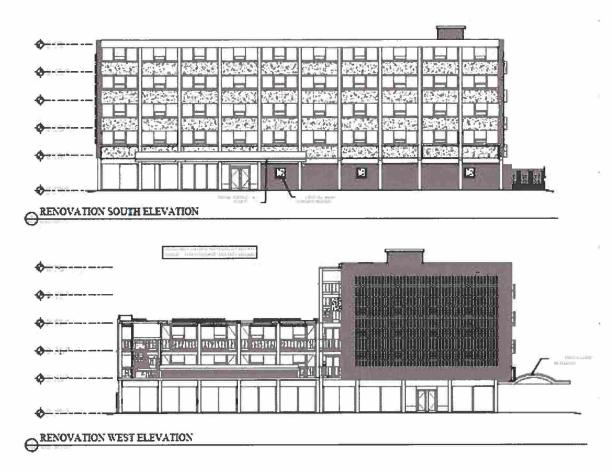


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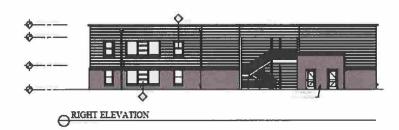


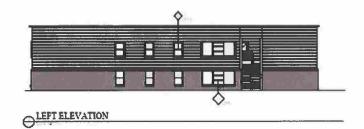
















September 6, 2023

Brianna Brown Business Development Director City of Lubbock

RE: Inn Town Lofts TIF, 1202 Main Street

Ms. Brown:

Hugo Reed and Associates has reviewed the attached bid documents from MAEGA Energy Services and V-tech Environmental Services. The quantities appear to be in line with what is proposed for the project. The pricing associated with the bid documents appears to be in line with current costs for the work being performed. If you have any questions, please feel free to reach out to me.

Sincerely,

Krueger Brodbeck, P.E. Senior Project Engineer

Justin Tuttle

From:	Chad Henthorn <chad@teinert.com></chad@teinert.com>
Sent:	Wednesday, August 23, 2023 4:20 PM
То:	Jordan Finkelman; Eduardo Ardavin; Mike Kleffner
Cc:	Justin Tuttle; Joe Cantrell; Jacob Kirkland; Daniel Horton
Subject:	RE: Inn Town Lofts - Revised Plan Update
Attachments:	doc20230823141540002364.pdf

Jordan, Here is the breakdown and attached bids:

Here is the breakdown and attached bids:		\$160,285.93
Utilities Bid	165,786.00	(see bid from MAEGA)
Tap & Meter Fees	7,500.00	
TOTAL SITE UTILITIES	173,286.00	*\$167,785.93
SWPPP Bid	21,950.00	(see bid from Vtech)
Construction Entrances (2)	5,600.00	
Street Cleaning & Maintenance	20,000.00	
TOTAL STORMWATER	47,550.00	

*\$160 295 02

Chad Henthorn, CSI, LEED AP

President



Teinert Construction, Inc. 1402 Crickets Ave. | Lubbock, TX 79401 806.744.2801 Office | 806.744.2401 Fax | 806.548.0153 Cell www.teinert.com

From: Jordan Finkelman <jordanf@htgf.com>
Sent: Wednesday, August 23, 2023 2:14 PM
To: Chad Henthorn <chad@teinert.com>; Eduardo Ardavin <eduardoa@htgf.com>; Mike Kleffner
<MikeK@wallacearchitects.com>
Cc: Justin Tuttle <Justint@htgf.com>; Joe Cantrell <josephc@htgf.com>; Jacob Kirkland <jacob@teinert.com>; Daniel
Horton <daniel@teinert.com>
Subject: RE: Inn Town Lofts - Revised Plan Update

Hi Chad,

We are preparing to request a utility reimbursement request from the City. The timing of funding would probably be either during construction or after completion but we want to make the request now. That said, could you please provide the backup for these two items that we can share with the city? Thanks. MAEGA ENERGY SERVICES https://maegaenergy.com/ 5001 WEST LOOP 289 'JITE 207 LUBBOCK, TX 79414 ananda@maegaenergy.com 432-250-8832

INN TOWN LOFTS



DATE: 04/21/2023 DUE DATE: DUE ON RECEIPT

BILL TO	CONTACT INFO	PAYMENT TERMS
	Contact: CONTEN NANCE	Contract
Teinert Construction	E-Mail: CNANCE@TEINERT.COM	
	Phone: 806-773-0295	

WATER PIPE

PROTAGE HEM DESCRIPTION OTHER DESCRIPTION FROM/TO STATION COST PER FT. INSTALLATION TOTAL COST

340	8" PVC C-900 DR-18 PIPE	W-1	0+00.0-3+26.1	\$45.78	\$15,565.54
100	6" PVC C-900 DR-18 PIPE	W-1	Demo?	\$35.87	\$3,586.90
80	6" PVC C-900 DR-18 PIPE	W-2		\$35.87	\$2,869.52

VALVES

QUANTITY ITEM DESCRIPTION OTHER DESCRIPTION FROM/TO STATION COST PER INSTALLATION TOT	AL COST
2 6 AVK #65 DI MJ GV W-1 \$1,312.55 \$2	2,625.10
1 8 AVK #65 DI MJ GV W-1 \$1,795.09 \$1	1,795.09
1 8 AVK #65 DI MJ GV TAPPING VALVE \$1,360.09 \$1	1,360.09
1 6 AVK #65 DI MJ GV TAPPING VALVE \$877.55	\$877.55

TAPPING SLEEVE (WET TAP)

	TESTING SADDLE/CORPSTOP	TEST PORT		\$779.25	\$779.25
QUANTITY	DESCRIPTION	OTHER DESCRIPTION	FROM/TO STATION	COST PER	INSTALLATION TOTAL COST
TESTING					
1	10X6 SS TAP SI <i>N</i>	WET TAP		\$7,539.94	\$7,539.94
1	12X8 SS TAP SLV	WET TAP		\$9,456.79	\$9,456.79
QUANTITY	DESCRIPTION	OTHER DESCRIPTION	FROM/TO STATION	COST PER	INSTALLATION TOTAL COST

HYDRANT

110,41,111	fiy description	OTHER DESCRIPTION	FROM/ TO STATION	COST PER INSTA	UARON TOTAL CONT.
1	5'BURY 3WAY AVK FIRE HYD			\$4,782.50	\$4,782.50
	ERVICE TAPS	na na ana amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'	n al rad an well in reduction and a second		naalaan ah kaanaan maana kang kaada di kaana da ah
QUANT	ITY DESCRIPTION	OTHER DESCRIPTION	FROM/TO STATION	COST PER INSTA	LLATION TOTAL COST

Excernance An education of the Andreson	er nev abereker kulter behalt ser betrakte berolik datak ver betrak den bereker ber			Contraction of the second second
3	WATER SERVICE TAP (DOMESTIC)	2" WATER TAP	\$4,023.25	\$12,069.75

SEWER PIPE

FOOTAGE	DESCRIPTION	OTHER DESCRIPTION	FROM/TO STATION	COST PER FT	INSTALLATION TOTAL COST
84	8 PVC SDR35 SWR PIPE (G) 14'	S-1		\$38.07	\$3,197.50
360	8 PVC SDR35 SWR PIPE (G) 14'			\$52.81	\$19,010.70
84	6 PVC SDR35 SWR PIPE (G) 14'			\$32.90	\$2,763.56

SEWER SERVICE TAPS

FOOTAGE	DESCRIPTION	OTHER DESCRIPTION	FROM/TO STATION	COST PER	INSTALLATION TOTAL COST
3	8X6 PVC SDR35 SWR SAN TEE	SERVICE TAP		\$1,694.25	\$5,082.75

MANHOLES

1	SEWER SERVICE CLEANOUT	4" CLEANOUT	\$884.25	\$884.25

ADDITIONAL SERVICES

QUANTITY	DESCRIPTION	OTHER DESCRIPTION	FROM/TO STATION	COST PER INS	ALLATION ICTAL COST
1	CAST IRON/DUCTILE IRON FITTINGS	8 MJ TEE		\$399.94	\$399.94
2	CAST IRON/DUCTILE IRON FITTINGS	8X6 MJ TEE		\$352.19	\$704.38
2	CAST IRON/DUCTILE IRON FITTINGS	8 MJ 22-1/2		\$272.32	\$544.63
1	CAST IRON/DUCTILE IRON FITTINGS	8 MJ 90 C153		\$309.58	\$309.58
2	CAST IRON/DUCTILE IRON FITTINGS	6 MJ 90 C153		\$252.79	\$505.57
13	CAST IRON/DUCTILE IRON FITTINGS	8 PVC REST		\$213.84	\$2,779.93
6	CAST IRON/DUCTILE IRON FITTINGS	6 PVC REST		\$190.86	\$1,145.14
1	CONCRETE CEMENT (3500PSI)	ALLEY REPAIR	60 YARDS	\$30,275.00	\$30,275.00
1	FLOWFILL	SWR LINE CAP	20 YARDS	\$4,400.00	\$4,400.00
1	TRAFFIC CONTROL	ROAD CLOSURE	10 DAYS	\$6,500.00	\$6,500.00
	CASING PIPE	120 FT 16"CASE		\$18,475.00	\$18,475.00

CUBIC YARD CALCULATOR (GRAVEL, FLOWABLE FILL, SAND, CEMENT)

ITEM DESCRIPTION	TOTAL CUBIC YARDS	TOTAL COST
GRAVEL	204.1667	\$15,142.37
PROJECT MATERIAL GRAND TOTAL		5064207/3-
PROJECT CABOR GRAND TOTAL		\$53.862.20
GRAND TOTAL		\$160,295.93

CONSTRUCTION CLAUSE: If it is determined that Hard Rock is present, Maega Energy will notify the Customer. Upon verification by customer, a \$250.00 Per Foot or \$450.00 Per Hour, whichever is lower, will be assessed to the project. DEPTH CLAUSE: Any Excavation deeper than 7 Ft, a \$120.00 per foot will be assessed to the project. The size of the water main must be verified to assess any changes in Material or Labor. Concrete or Asphalt work will be cost plus 30% for Materials, \$850.00 Labor Cost Per Asphalt/Concrete Cut/Disposal and \$1,700.00 for Asphalt/Concrete Repair/Re-Installation.

TO ACCEPT THIS QUOTE, PLEASE SIGN HERE:

THANK YOU FOR YOUR BUSINESS!



Quotation for Services

1510 Buddy Holly • Lubbock, TX 79401 • (806) 748-1700 • (806) 748-5012 Fax

· Compliance Services · Environmental Site Assessments · Groundwater Monitoring · Air Permitting

Asbestos Surveys
 Construction Stormwater
 Fuel Tank Removals
 Seeding & Soil Reclamation

To:	Colten Nance (Teinert)	From:	Jarrod Redwine (JKR-10254)
Email:	cnance@teinert.com	Pages:	2 (including cover)
Phone:	806.744.2801	Date:	April 4, 2023
Re:	Inn Town Lofts	CC:	HUB, WBE, SBE & DBE Certified

Mr. Nance:

Thank you for giving us the opportunity to bid on the Inn Town Lofts project located at 1202 Main Street in Lubbock, Texas. V-tech is providing unit pricing for the different elements that are required under the TCEQ General Permit for this project. Unit pricing is provided for the following line items: SWPPP, Construction Site Notices, Contract Review and Administration, City of Lubbock SWPPP Review Fee, Silt Fence or Sediment Log Installation, Silt Fence or Sediment Log Removal, Stabilized Construction Entrance, Driveway Transition, Sandbag Installation or Replacement, Inlet Protection, 14-Day Inspections or Service Callouts, Dewatering Inspections, and Dewatering Structures.

Base Bid:

ltern	Item Description	Per EA/LF	Total
1	SWPPP (Est. 1 EA)	\$1,000.00	\$1,000.00
2	Construction Site Notices (Est. 2 EA)	\$175.00	\$350.00
3	Contract Review & Administration, Certified Payroll	\$1,900.00	\$1,900.00
4	City of Lubbock SWPPP Review Fee (Est. 1 EA)	\$225.00	\$225.00
5	Silt Fence or Sediment Log Installation (As Detailed on Sheets C140.10) (Est. 1,500 LF)	\$3.00	\$4,500.00
6	Silt Fence or Sediment Log Removal (Est. 1,500 LF)	\$1.00	\$1,500.00
7	Stabilized Construction Entrance (As Detailed on Sheets C140.10) (24'x50') (Est. 1 EA)	\$3,600.00	\$3,600.00
8	Driveway Transition (Est. 1 EA)	\$750.00	\$750.00
9	Sandbag Installation or Replacement (Est. 300 EA)	\$7.00	\$2,100.00
10	Inlet Protection (Est. 3 EA)	\$225.00	\$675.00
11	14 Day Inspections or Service Callouts (Est. 40 EA)	\$100.00	\$4,000.00*
12	Concrete Washout (Est. 1 EA)	Excluded	Excluded
13	Dewatering Inspections (Est. 3 EA)	\$225.00	\$675.00**
14	Dewatering Structures (Est. 3 EA)	\$225.00	\$675.00**
	P	roject Total (Base Bi	id): \$21,950.00

*Inspections are based on a 420-day project length. Additional charges will be incurred for inspections after 420 days. **Callout Basis Only

Option 1: Engineered Cost Savings - 20' x 40' Construction Entrance

V-tech proposes to install a 20' x 40' construction entrance in lieu of the 25' x 50' construction entrance shown on the construction drawings.

Item	Item Description	Per EA/LF	Total
1	Stabilized Construction Entrance (20' x 40') (Est. 1 EA)	\$2,800.00	\$2,800.00*
		Option 1 To	tal: \$2,800.00*
	Er	igineered Cost Sav	ings: \$800.00

TERMS AND CONDITIONS:

Payment Terms:

Net thirty (30) days from receipt of invoice. A late payment charge of 1.5% will be added in the event payment is not made within thirty (30) days of invoice.

Quotation Validity:

Quotation is valid for sixty (60) days. After sixty (60) days, prices and terms are subject to confirmation.

Special Terms & Conditions:

Change orders, major repairs, or catastrophic failures (flooding, ice storms, grass fires, deep freezes, snow drifts, large hail ≥1", winds ≥ 50 mph, and/or tornadoes) will be billed on a time and materials basis.

V-tech will not be responsible for silt fence or sediment log maintenance if not performing storm water inspections.

Dewatering inspections and structures will be provided on a callout basis only.

EXCLUSIONS:

- · Bid excludes a payment or performance bond.
- Bid excludes replacement quantities for damaged erosion controls.
- · Bid excludes a unit price for the maintenance or removal of a stabilized construction entrance.
- · Bid excludes the installation or signage required for a concrete washout.
- Bid excludes additional SWPPP requirements for a concrete batch plant and/or asphalt batch plant.
- · Bid excludes sediment removal (construction debris, trash, blow sand, etc.) from erosion control devices.
- · Bid excludes final stabilization, sodding and/or seeding. Quotation available upon request.
- Bid excludes umbrella policy for GL and auto insurance. Additional fees will be incurred for higher premiums
 or specialty coverage.
- Bid excludes additional fees for third-party payment providers, 3-D modeling software, and cloud-based workflow solution software subscriptions (e.g.: Textura, Bluebeam, Revu, Procore).

We sincerely appreciate the opportunity to work with your company on this project. If you have additional questions, comments or concerns, please call the office and a member of staff will assist you.

Best Regards,

V-TECH ENVIRONMENTAL SERVICES

Comer fladions

Jarrod Redwine Director of Construction Services

City of Lubbock Capital Project Project Cost Detail October 22, 2024

Capital Project Number:			92776
Capital Project Name:	Utility Upgrade	, Gateways, a	nd Greenspace
Encumbered/Expended			Budget
		\$	-
Agenda Item September 26, 202.	3		
Contract No.17603			225,000
Encumbered/Expended To 1	Date		225,000
Estimated Cost for Remaining A	ppropriation		
Utility Upgrades, Gateways, an	nd Green spaces		1,378,955
Remaining Appropriation			1,378,955
Total Appropriation		\$	1,603,955



Project Scope

Design, relocation, upgrading and replacement of public utility infrastructure, construction of gateways and greenspaces in the CBD, and any other related, allowable uses of the project funding.

Project Justification

The Downtown Master Plan update provides numerous recommendations for utility infrastructure upgrades, additional street and pedestrian lighting, improvements to the public right of way, and gateway and greenspace improvement.

Project Dates

FY 2023-24: Potential projects include replacing pedestrian lighting in the depot district with LED bulbs, and installing wayfinding and branding signage in key areas throughout the downtown, per the Downtown Parking Master Plan and utilizing the new community-wide brand and logo.

Project Highlights

Council Priorities Addressed: Economic Development, Community Impact

Project History

\$1,378,955 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-00136, October 1, 2022.

Project Location

Project Appropriations

CBD TIF 92776

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$1,378,955	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,378,955	\$0	\$0	\$0	\$0	\$0	\$0

Project Funding

CBD TIF 92776

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
CBD TIF Fund Prior Year Bonds	\$1,378,955	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,378,955	\$0	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

92776

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



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between the Central Business District Tax Increment Financing Zone Advisory Board and SIMFLO, LLC, for funding a portion of overhead utility relocation at 619 Broadway and adjacent properties in Downtown, Lubbock, Texas.

Item Summary

SIMFLO, LLC is redeveloping their property at 619 Broadway, which is located within the Central Business District (CBD) Tax Increment Financing (TIF) District boundary, as designated by the City of Lubbock. Developers of the project, along with their adjacent property owners, submitted a request to the CBD TIF Advisory Board for assistance in the relocation of overhead utilities to underground, in the east/west alley between Broadway and 13th Street.

• Lubbock Power & Light has agreed to assist in a portion of redevelopment costs to move electrical distribution infrastructure underground.

• The request for support from the TIF Board will assist in a portion of the costs to move AT&T, Vexus, and Optimum Fiber infrastructure underground.

The developers of property along the Broadway block between Crickets Avenue and Avenue E, have invested \$5.25 million in projects to date, with an estimated \$4 to \$6 million anticipated in the future. Six companies are currently operating in this area, with approximately 50 employees between them. By addressing the infrastructure issues in this alley, the project will enhance the safety and reliability of utility services, while creating a more conducive environment for businesses, employees, residents, and visitors.

At their Regular Board meeting on October 9, 2024, the CBD TIF Advisory Board unanimously voted to incentivize SIMFLO, LLC with a reimburseable grant in an amount not to exceed \$90,000, for overhead utility relocation.

Fiscal Impact

The CBD TIF will fund this grant in an amount not to exceed \$90,000, to be reimbursed at the completion of the project. This grant is funded in Capital Improvement Project 92776.

Staff/Board Recommending

Bill Howerton, Deputy City Manager Brianna Brown, Business Development Director CBD TIF Advisory Board Resolution MOU - CBD TIF 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, a Memorandum of Understanding Contract No. 18310, for overhead utility relocation in the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF), by and between the CBD TIF and SIMFLO, LLC, 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:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. MOU 18310 CBDTIF and SIMFLO 10.9.24

STATE OF TEXAS

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§.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING REINVESTMENT ZONE AND SIMFLO, LLC

This Memorandum of Understanding (the "MOU"), Contract No. 18310, is made on this day of ______, 2024, by and between the Lubbock Central Business District Tax Increment Financing Reinvestment Zone ("CBD TIF") and SIMFLO, LLC, ("SIMFLO") a Texas limited liability company, to participate in the cost of certain overhead utilities relocation for property within the CBD TIF boundaries (the "Project") as detailed on the map attached hereto and incorporated herein as "Exhibit A".

WHEREAS, during the regularly scheduled meeting on October 9, 2024, the CBD TIF approved this MOU to assist SIMFLO with the cost of the Project; and

WHEREAS, funding granted herein shall be on a reimbursement basis only.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set

forth in this MOU, the CBD TIF and SIMFLO hereby agree as follows:

1. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall be for a term of twenty-four (24) months from the effective date herein.

2. SIMFLO, LLC RESPONSIBILITIES

SIMFLO shall be responsible for the completion of the Project as set forth herein and detailed in "Exhibits A-F", attached hereto and incorporated herein. Upon completion of the Project, SIMFLO shall provide all documentation to the CBD TIF demonstrating actual Project costs and shall provide the City's engineering department with all as-built drawings for the utility work completed in order to receive reimbursement for the Project.

3. CBD TIF RESPONSIBILITIES

In accordance with the terms herein the CBD TIF shall provide to SIMFLO funding assistance for the Project in an amount not to exceed ninety thousand and NO/100 (\$90,000.00). The details and estimated cost associated with the Project are attached hereto as "Exhibits A-F" and incorporated herein. Funding contemplated herein shall also be strictly on a reimbursement

Page 1 of 4

basis, which shall require any and all documentation to be given to the CBD TIF demonstrating the actual cost of construction paid by SIMFLO for the Project, the as-built drawings for the Project have been provided to the engineering staff at the City, and the City has inspected the Project site to verify compliance with all City of Lubbock Code of Ordinances.

4. NOTICE

A. General. Whenever notice from SIMFLO to the CBD TIF or the CBD TIF to the SIMFLO is required or permitted by this MOU 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); (3) email; or (4) 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. SIMFLO's Address. The SIMFLO's address and numbers for the purposes of notice e:

are:

SIMFLO, LLC Troy Pickering, CEO 619 Broadway Avenue Lubbock, TX 79401 Telephone: 806-773-0959 Email: troy@simflo.com

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

City of Lubbock Attn: Brianna Brown, Director of Business Development P.0. Box 2000 1314 Avenue K Lubbock, Texas 79457 Email: bbrown@mylubbock.us Telephone: 806-775-3082

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

5. NO LIABILITY

No liability will arise or be assumed between the parties as a result of this MOU. All parties to this document will act in good faith to achieve the goals of the MOU in a reasonable time frame. This MOU is a good faith expression of the intent of the Parties.

6. NO JOINT ENTERPRISE

This MOU is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

7. GOVERNING LAW

This MOU will be governed by the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this MOU shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

8. TERMINATION

Either Party may terminate this MOU, for cause, upon sixty (60) days written notice to the other Party.

9. AMENDMENTS

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 CBD TIF and SIMFLO.

10. ENTIRE AGREEMENT

This Agreement, including "Exhibits A-F" attached hereto, contains the entire agreement between the CBD TIF and the SIMFLO, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

EXECUTED as of the Effective Date hereof.

The City of Lubbock

Mark W. McBrayer, Mayor

The Central Business District Tax Increment Financing Reinvestment Zone

Dan Williams, Chairman

Page 3 of 4

APPROVED AS TO CONTENT:

SIMFLO, LLC

Bill H owerton, Deputy City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Pickering, CEO Tre

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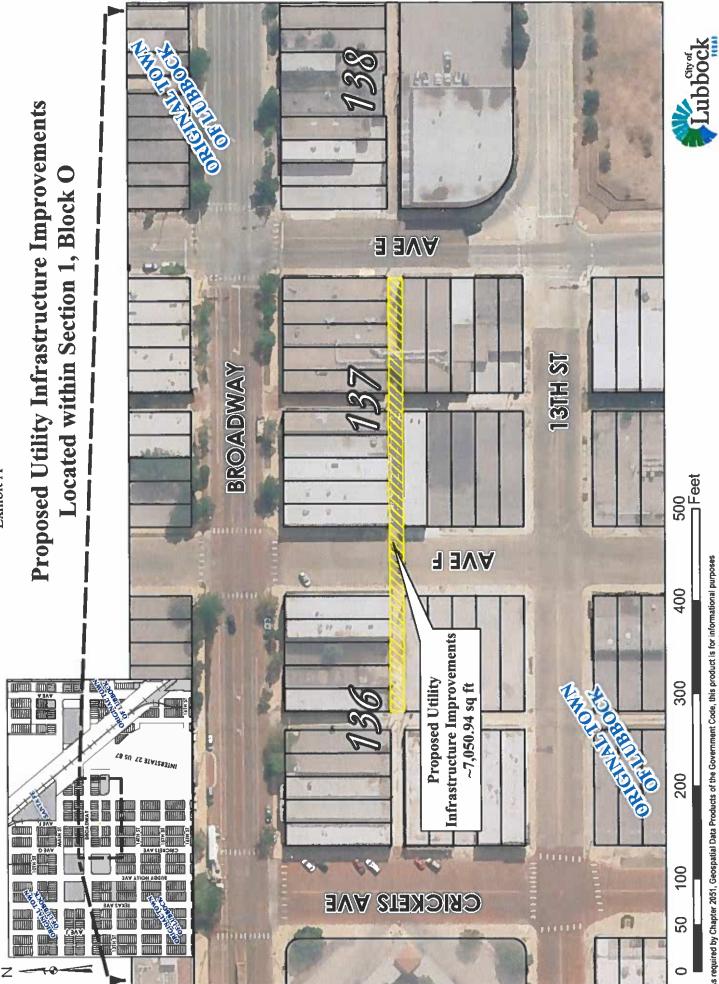


Exhibit A

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 or the memory enrowment environment enabling and analytical constituent of memory heuridaries.

Digital Orthophotography - May 2023

Exhibit B

Ave F Utility Quotes to Relocate Un	derground
LP&L - No charge if trenching/conduit in alley	done by others
N2 Electrical quote for LP&L trenching:	\$49,930.00
AT&T reroute underground:	\$37,299.70
Vexus reroute underground:	\$48,525.54
Optimum/Altice reroute underground:	\$8,371.88
New total with trenching:	\$144,127.12

Exhibit C

N2 Electrical Contractors, LLC - Pricing Sheet

Project Name	Avenue F Area LP&L Utility Trenching
CCR/Detail:	Underground Raceway Installation for LP&L Utility Relocation
Date:	7/11/2024



Description:

Trenching for LP&L underground electrical distribution in order to remove the worn out overhead infrastructure in the alleyway behing ClearRock Realty and SIMFLO, LP&L is providing the 4" PVC conduit, wiring, and equipment to the green service pedestals, N2 Electrical is offering to do this trenching work to greatly reduce the cost that LP&L had figured to do the same.

Contact: Nathan Jeffs - nathan@n2ec.com - 210-913-7905

Des	scription of	f Work			Price
Demo and replace concrete flat work in alleyway	у				\$11,600.00
Trenching for 6 runs of 4" PVC conduit provided	by LP&L				\$28,220.00
Flowable fill and concrete where necessary for t	renches				\$5,600.00
Install LP&L provided PVC conduit					\$4,510.00
				Line totals	\$49,930.00
Equipment Rental Breakdown					
Description / Task	Qty	Unit	Base		Total
We will not charge for the use of our e	equipment on	this one			\$0.00
					\$0.00
				Total Equipment	\$0.00
Accepted by:				Subtotais	\$49,930.00

Heeepres al.		\$ 10,500.00
Date:	OH&P 0%	\$0.00
Signature:	Total Price	\$49,930.00

Exhibit D



INVOICE

nathan@n2ec.com Nathan Jeffs Troy Pickering troy@simflo.com					RelocateOverhea
Nathan Jeffs N2 Electrical Contractors, LLC		REMIT TO:	Vexus Fiber ATTN: Robin David 912 S. Main, Suite		
701 Broadway	11 11		Sikeston, MO 638		
Lubbock, TX 79401			573-481-2763		
cell: 210-913-7905			robin.davidson@	vexusfibe	r.com
SIMFLO, Attn: 619 Broadway Imp.					
P. O. Box 230					
Lubbock, TX 79408					
Project Location: Blocks 136 & 137 Lubbock				_	
Vexus contact: Michael Penny					
Description of Services		Rate	Quantity		Total
				\$	3
Forced relocation - Overhead Utility relocation				\$	
Biocks 136 & 137 Original Town Lubbock				\$	-
				\$	3
Labor Costs	\$	22,988.38	1	\$	22,988.38
Material Costs	\$	22,954.75	1	\$	22,954.75
				\$	
Shipping and Handling	\$	688.64	1	\$	688.64
Тах	\$	1,893.77	1	\$	1,893.77
				\$	
				\$	
				\$	-
				\$	
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					48,525.54

Please make all checks payable to Vexus - THANK YOU!!!

Exhibit E



INVOICE

6710 Hartfo	rd Ave	INVOICE NO.	[100]
Lubbock, Ty	\$ 79413	DATE	September 9, 2024
806-705-01	98	CUSTOMER ID	N2 Electrial
brennan.n	narable@alticeusa.com		
TO	Nathan Jeffs	SHIP TO	C/O Evan Davis
	N2 Electrical Contractors		Optimum
	701 Broadway St		6710 Hartford Ave
	Lubbock, TX 79401		Lubbock, TX, 79413
	210-913-7905		806-705-0198

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE

QTY	ITEM#	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE T	OTAL
30.00	C52	Remove & Replace Concrete - sq. ft.	20.26			607-80
10.00	C53	Remove & Replace Ashpalt - sq. ft.	18.00		\$	180.00
120.00	C54	Remove & Replace Turf - sq. ft.	7.60			912.00
4.00	C55	Install U-Guard / Riser Guard	42.75			171.00
1.00	C57	Place up to 10" (splitter) ped	.38.00			38.00
4.00	C66B	Test Pits	71.25			285.00
250.00	C66C	Driectional Bore	13-60			3,400.00
625.00	C69	Push/Pull Cable	0.95			593.75
625.00	C72	Forward & Return Activation	0.38			237.50
2.00	C76	Install Multitap	27.79			55.58
625.00	C79	Splicing per foot	0.49			306.25
625.00	(38)	Wreck out Existing Plant	0.24			150.00
1.00		City Permit	35.00			35.00
1.00		Traffic Control	1,000.00			1,000.00
1.00		Design and Asbuilt	400.00			400.00
					-	
			TOTAL DISCOUNT			

SUBTOTAL \$ 8,371.88 SALES TAX TOTAL \$ 8,371.88

Make all checks payable to [Your Company Name] THANK YOU FOR YOUR BUSINESS!

Exhibit F





SIMFO	FROM	WENDY DURHAM
NATHAN JEFFS	DATE:	September 5, 2024
(806) 763-5642	EMAIL:	nathan@n2ec.com
CUSTOM WORK ORDER 30652	PAGES:	7
CAREY JONES	PHONE:	806-741-5200
	NATHAN JEFFS (806) 763-5642 CUSTOM WORK ORDER 30652	NATHAN JEFFS DATE: (806) 763-5642 EMAIL: CUSTOM WORK ORDER 30652 PAGES:

COMMENTS:

ALL CONTRACTS MUST BE PAID IN ADVANCE.

WENDY DURHAM WR4161@att.com



CWO #: 30652

September 9, 2024

This letter is in regard to your request for Southwestern Bell Telephone Company d/b/a AT&T Texas (hereafter "AT&T Texas") to perform custom work for you. Enclosed please find our Letter of Agreement for Custom Work. This agreement describes the custom work you have requested along with the associated charges for us to do the work. We require an advance payment on this amount, which is shown on the agreement.

Both the signed letter of agreement and the advance payment must be received by our office before we can proceed on your behalf. In order to ensure proper credit of your payment, please include your <u>CWO number 30652</u> on your check. Our mailing address for these documents is listed below:

AT&T - CWO ATTN: WENDY DURHAM 14575 Presidio Square Blvd Floor 1 – Room 111 Houston, TX 77083

If you decide not to proceed with this work, please call our office so that we may cancel your request. If you have any questions regarding this matter, please contact us. Refer to the record number at the top of your letter to assist us in locating your file.

Thank you,

WENDY DURHAM Custom Work Order Dept. AT&T Texas

CWO # 30652 Page 1 of 4



LETTER OF AGREEMENT FOR CUSTOM WORK

September 9, 2024

CWO Number: 30652 **Customer Billing Telephone Number: SPECIAL**

BILL TO: SIMFLO ATTN: 619 BROADWAY IMP **PO BOX 230** LUBBOCK, TX 79408

WORK SITE LOCATION: 701 E BROADWAY ST, LUBBOCK, TX 79403

DESCRIPTION OF CUSTOM WORK: THIS PROJECT WILL REMOVE AN AERIAL 900PR COPPER CABLE BETWEEN AVE F AND AVE E ALSO A 200 PR COPPER CABLE AND A 50 PR COPPER CABLE BETWEEN BROADWAY ST AND 13TH ST. REPLACING THE 900 AERIAL CABLE WITH A BURIED 100 PR CABLE AND THE 200 PR AND 50 PR WITH 25 PR BURIED CABLES. WE WILL REROUTE A 72 FIBER CABLE FROM THE AERIAL TO BURIED IN THE SAME PATH. IF CONTRACTOR BID EXCEEDS ORIGINAL ESTIMATE, CONTRACT WILL BE UPDATED FOR THE ADDITIONAL COSTS.

ESTIMATED AT&T LABOR: \$ 12,380.36 ESTIMATED CONTRACTORS LABOR: \$ 23,607.36 **ESTIMATED MATERIAL COST: 1,811.98**

CHARGE FOR CUSTOM WORK:ESTIMA	TED COST: \$	37,799.70
COST ESTIMATE FEE PD:		- 500.00
BALANCE DUE:	\$	37,299.70
(Actual charges may exceed this estimated cost)		

(Actual charges may exceed this estimated cost)

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Texas (hereafter "AT&T Texas") act as its agent in performing the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge(s) for such work. The work is to be done on an "Actual Cost" basis, all charge(s) will be computed in accordance with AT&T Texas ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job. The Applicant affirms that the cost estimate furnished by the Telephone Company has been considered only as an estimate of approximate costs and that the actual costs incurred by the Telephone Company in doing the work at the particular time and location might be higher. Said estimated cost is subject to change due to any number of factors including, but not limited to, changing conditions in the field, weather delays, or changes in the scope of the work. CHANGE ORDERS

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by AT&T Texas at the time of this agreement, AT&T Texas, will be entitled to additional funds and/or additional time to complete the work. AT&T Texas will request such additional funding and/or additional time through a request for a change order.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, AT&T Texas is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.



CWO #: 30652 Page 2 of 4

All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants or employees, before AT&T Texas, proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will AT&T Texas request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge AT&T Texas with responsibility for any alleged delay on the project.

NO DAMAGE FOR DELAY

Under no circumstances will AT&T Texas be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this CUSTOM WORK ORDER.

TIME TO COMPLETE

Any representation by AT&T Texas, its agents, servants or employees that the project, or any additional work authorized by change order, will be complete by a certain date or certain time period is strictly an estimate and not binding on AT&T Texas, its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T Texas control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that AT&T Texas, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

PAYMENT

Applicant agrees to make an advance payment of <u>\$37,299.70</u> prior to commencement of the work. Applicable charges for Custom Work will be billed on a special bill separate from the bill that Applicant receives for telephone service.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) daytime period will operate to cancel the change order and AT&T Texas, will cease all work activity on the project until payment is made.

When the Parties agree to Interval Billing *, the balance of the Contract Price or Actual Cost (as applicable) will be made in <u>monthly</u> payments. If the Actual Cost made varies from the Estimated Cost, then a correcting adjustment will be made in the last payment. If the parties cannot agree to Interval Billing, Applicant will make an advanced payment as indicated above.

* Applicable to orders over \$25,000 and work will take 6 or more months to complete.

Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by the Applicant to AT&T or refunded to Applicant by AT&T as the case may be.

CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify AT&T Texas, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay AT&T Texas, for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, AT&T Texas will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.



CWO #: **30652** Page 3 of 4

ESTIMATED PRICE QUOTE

The above estimated price is guaranteed for 60 days from **September 9**, 2024. If the charges are not accepted within 60 days the order will be cancelled, and a new order will need to be placed. The second estimate may be higher than the estimated price set out above.

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Custom Work Order Dept. 14575 Presidio Square Blvd**, Floor 1-Room 111, Houston, Tx 77083.. If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this CUSTOM WORK ORDER.

If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform AT&T Texas, in writing of the cancellation. AT&T Texas will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will AT&T Texas, be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CHOICE OF LAW AND ARBITRATION

Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.

Texas law governs the application of this agreement and all terms contained therein.

INDEMNIFICATION AND HOLD HARMLESS

Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless AT&T Texas, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.



CWO #: 30652 Page 4 of 4

MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

CHARGE FOR CUSTOM WORK:ESTIN	ATED COST: \$	37,799.70
COST ESTIMATE FEE PD:		- 500.00
BALANCE DUE:	\$	37,299.70
(Actual charges may exceed this estimated cost)		

ACCEPTED FOR CUSTOMER:

ACCEPTED FOR AT&T:

Authorized Signature

Printed Name

Authorized Signature

____ Michelle Louvier ____ Christina Williams

Date:

Company

Phone Number

Date:

Mail to: AT&T - CWO ATTN: WENDY DURHAM 14575 Presidio Square Blvd Floor 1 – Room 111 Houston, TX 77083

PLEASE INCLUDE YOUR CWO NUMBER 30652 ON YOUR CHECK

**** PROPRIETARY - NOT TO BE DISCLOSED OUTSIDE AT&T AND/OR AFFILIATE COMPANY EXCEPT FOR 3RD PARTIES REQUESTING DETAIL OF CHARGES BILLED TO THEM FOR CUSTOM WORK ****



BILLING INVOICE

September 9, 2024

INVOICE / CWOT # 30652

BILL TO: SIMFLO ATTN: 619 BROADWAY IMP PO BOX 230 LUBBOCK, TX 79408

WORK SITE LOCATION: 701 E BROADWAY ST, LUBBOCK, TX 79403

DESCRIPTION OF CUSTOM WORK: THIS PROJECT WILL REMOVE AN AERIAL 900PR COPPER CABLE BETWEEN AVE F AND AVE E ALSO A 200 PR COPPER CABLE AND A 50 PR COPPER CABLE BETWEEN BROADWAY ST AND 13TH ST. REPLACING THE 900 AERIAL CABLE WITH A BURIED 100 PR CABLE AND THE 200 PR AND 50 PR WITH 25 PR BURIED CABLES. WE WILL REROUTE A 72 FIBER CABLE FROM THE AERIAL TO BURIED IN THE SAME PATH. IF CONTRACTOR BID EXCEEDS ORIGINAL ESTIMATE, CONTRACT WILL BE UPDATED FOR THE ADDITIONAL COSTS.

ESTIMATED AT&T LABOR: \$ 12,380.36 ESTIMATED CONTRACTORS LABOR: \$ 23,607.36 ESTIMATED MATERIAL COST: 1,811.98

CHARGE FOR CUSTOM WORK:ESTIMATED COST:	\$	37,799.70
COST ESTIMATE FEE PD:		- 500.00
BALANCE DUE:	\$	37,299.70
(Actual charges may exceed this estimated cost)		-
****	****	******

SEND PAYMENT TO:

AT&T - CWO ATTN: WENDY DURHAM 14575 Presidio Square Blvd Floor 1 – Room 111 Houston, TX 77083

Accepted methods of payment include - ACH transfer or check.

To ensure proper credit, please include your CWO number 30652 on your check.

THANK YOU

City of Lubbock Capital Project Project Cost Detail October 22, 2024

Capital Project Number:			92776
Capital Project Name:	Utility Upgrade, Gateways, and Greenspa		
Encumbered/Expended			Budget
		\$	-
Contract No. 17603: HTG Lub	bock, LLC	\$	225,000
Agenda Item October 22, 2024			
Contract No.18310			90,000
Encumbered/Expended To 1	Date		315,000
Estimated Cost for Remaining A	ppropriation		
Utility Upgrades, Gateways, an	nd Green spaces		1,378,955
Remaining Appropriation	-		1,378,955
Total Appropriation		\$	1,693,955



Project Scope

Design, relocation, upgrading and replacement of public utility infrastructure, construction of gateways and greenspaces in the CBD, and any other related, allowable uses of the project funding.

Project Justification

The Downtown Master Plan update provides numerous recommendations for utility infrastructure upgrades, additional street and pedestrian lighting, improvements to the public right of way, and gateway and greenspace improvement.

Project Dates

FY 2023-24: Potential projects include replacing pedestrian lighting in the depot district with LED bulbs, and installing wayfinding and branding signage in key areas throughout the downtown, per the Downtown Parking Master Plan and utilizing the new community-wide brand and logo.

Project Highlights

Council Priorities Addressed: Economic Development, Community Impact

Project History

\$1,378,955 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-00136, October 1, 2022.

Project Location

Project Appropriations

CBD TIF 92776

	2022 - 23 Budget CIP	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
Construction	\$1,378,955	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,378,955	\$0	\$0	\$0	\$0	\$0	\$0

Project Funding

CBD TIF 92776

	Funding to Date	2023 - 24 Budget	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget
CBD TIF Fund Prior Year Bonds	\$1,378,955	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,378,955	\$0	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

92776

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



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Resolution - Police Department: Consider a resolution authorizing the Mayor to execute Purchase Order 10027892, with Flock Group, Inc., for equipment and software to enable the Police Department to identify and track vehicles affiliated with acts of violence and/or criminal acts.

Item Summary

The Flock Group is a nationwide information exchange system that helps identify and track vehicles affiliated with acts of violence and/or criminal acts. The system of cameras and software is a sole source product that is compatible with the existing AXON system this is currently installed in Lubbock Police Department vehicles. Using license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software), creates real-time alerts and enables the Department to deter, as well as to solve crimes in the community.

Fiscal Impact

Purchase Order 10027892, for \$138,300 is funded by Lubbock Police Department Seized Funds.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution- Flock Group INC Purchase Order- Flock Group INC

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 10027892, for the purchase of Flock safety hardware and software products, by and between the City of Lubbock and Flock Group, Inc. of Dallas, Texas, 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

RES.PO 10027892-Flock Group, Inc. 10.10.24

Lubbock PURCI	HASE ORDER			Page - Date - Order Number	10/7/202 10027892 000 C
12XA3				Branch/Plant	573
TO: FLOCK GROUP INC P.O BOX 121923 DALLAS TX 75312	s	SHIP TO:	POLI 1401	Y OF LUBBOCK ICE DEPARTMEN 15TH ST BOCK TX 79401	Γ
INVOICE TO: CITY OF LUBBOCK ACCOUNTS PAYABLE P.O. BOX 2000 LUBBOCK, TX 79457	ВУ		or of Purch	asing & Contract Manager	ment
Ordered 10/7/2024 F	reight			-	
Requested 11/8/2024 T	aken By			Y BU	SBY
Delivery PER L PEDERSON REQ 6231	1 PU	R 18380/SOLE S	OURCE	7	
	1 101	IN TOJOU/DOLL D	ooner	_	
If you have any questions cont	tact Lisa Pederson: L	Pederson@mylub			765
If you have any questions cont Description/Supplier Item	tact Lisa Pederson: L	Pederson@mylub Unit Cost	bock.us	s Phone 806-775-2' Extension	Request Date
If you have any questions cont Description/Supplier Item Existing Infrastructure PROFESSIONAL SERVICES- EX	tact Lisa Pederson: L	Pederson@mylub	bock.us	s Phone 806-775-2' Extension	
If you have any questions cont Description/Supplier Item Existing Infrastructure PROFESSIONAL SERVICES- EX Implementation Fee	tact Lisa Pederson: L	Pederson@mylub Unit Cost	bock.us _ <u>UM</u> EA	s Phone 806-775-2' Extension 600.00	Request Date
If you have any questions cont Description/Supplier Item Existing Infrastructure PROFESSIONAL SERVICES- EX Implementation Fee Solar PROFESSIONAL SERVICES- SO Implementation Fee	tact Lisa Pederson: Li Ordered 4.000	Pederson@mylub <u>Unit Cost</u> 150.0000 750.0000	UMEA	s Phone 806-775-2' Extension 600.00 750.00	Request Date 11/8/2024 11/8/2024
If you have any questions cont Description/Supplier Item Existing Infrastructure PROFESSIONAL SERVICES- EX Implementation Fee Solar PROFESSIONAL SERVICES- SO Implementation Fee Mash Tested Pole PROFESSIONAL SERVICES MAS	tact Lisa Pederson: Li Ordered 4.000 1.000 3.000	Pederson@mylub Unit Cost 150.0000	UMEA	s Phone 806-775-2' Extension 600.00 750.00	Request Date 11/8/2024
If you have any questions cont Description/Supplier Item Existing Infrastructure PROFESSIONAL SERVICES- EX Implementation Fee Solar PROFESSIONAL SERVICES- SO Implementation Fee Mash Tested Pole PROFESSIONAL SERVICES MAS Implementation Fee	tact Lisa Pederson: Li Ordered 4.000 1.000 3.000	Pederson@mylub <u>Unit Cost</u> 150.0000 750.0000 1,250.0000	UM EA EA EA	s Phone 806-775-2 <u>Extension</u> 600.00 750.00 3,750.00	Request Date 11/8/2024 11/8/2024 11/8/2024
If you have any questions cont Description/Supplier Item Existing Infrastructure PROFESSIONAL SERVICES- EX Implementation Fee Solar PROFESSIONAL SERVICES- SO Implementation Fee Mash Tested Pole PROFESSIONAL SERVICES MAS Implementation Fee	tact Lisa Pederson: Li Ordered 4.000 1.000 3.000	Pederson@mylub <u>Unit Cost</u> 150.0000 750.0000	UM EA EA EA	s Phone 806-775-2 <u>Extension</u> 600.00 750.00 3,750.00	Request Date 11/8/2024 11/8/2024
If you have any questions cont Description/Supplier Item Existing Infrastructure PROFESSIONAL SERVICES- EX Implementation Fee Solar PROFESSIONAL SERVICES- SO Implementation Fee Mash Tested Pole PROFESSIONAL SERVICES MAS Implementation Fee Existing Infrastructure PROFESSIONAL SERVICES EXI Implementation Fee	tact Lisa Pederson: Li Ordered 4.000 1.000 3.000	Pederson@mylub <u>Unit Cost</u> 150.0000 750.0000 1,250.0000	bock.us UM EA EA EA EA	s Phone 806-775-2 <u>Extension</u> 600.00 750.00 3,750.00	Request Date 11/8/2024 11/8/2024 11/8/2024 11/8/2024 11/8/2024
If you have any questions cont Description/Supplier Item Existing Infrastructure PROFESSIONAL SERVICES- EX Implementation Fee Solar PROFESSIONAL SERVICES- SO Implementation Fee Mash Tested Pole PROFESSIONAL SERVICES MAS Implementation Fee Existing Infrastructure PROFESSIONAL SERVICES EXI	tact Lisa Pederson: Li Ordered 4.000 1.000 3.000 8.000	Pederson@mylub <u>Unit Cost</u> 150.0000 750.0000 1,250.0000 150.0000	bock.us UM EA EA EA EA	s Phone 806-775-2' <u>Extension</u> 600.00 750.00 3,750.00 1,200.00	Request Date 11/8/2024 11/8/2024 11/8/2024 11/8/2024 11/8/2024
If you have any questions cont Description/Supplier Item Existing Infrastructure PROFESSIONAL SERVICES- EX Implementation Fee Solar PROFESSIONAL SERVICES- SO Implementation Fee Mash Tested Pole PROFESSIONAL SERVICES MAS Implementation Fee Existing Infrastructure PROFESSIONAL SERVICES EXI Implementation Fee Flock Safety Platform	tact Lisa Pederson: Li Ordered 4.000 1.000 3.000 8.000	Pederson@mylub <u>Unit Cost</u> 150.0000 750.0000 1,250.0000 150.0000	bock.us UM EA EA EA EA EA EA	s Phone 806-775-2' <u>Extension</u> 600.00 750.00 3,750.00 1,200.00	Request Date 11/8/2024 11/8/2024 11/8/2024 11/8/2024 11/8/2024

This purchase order encumbers funds in the amount of \$138,300.00 awarded to Flock Group, Inc. of Dallas, TX, on _______, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated September 24, 2024, from Flock Group, Inc. of Dallas, TX, and Sole Source.

Resolution #_____

CITY OF LUBBOCK:

ATTEST:

Mark McBrayer, Mayor

Courtney Paz, City Secretary

Luk	bock	URCHASE OF	R D E R	Page - Date - Order Number 10 Branch/Plant	2 10/7/2024 0027892 000 OF 5731
то:	FLOCK GROUP IN P.O BOX 121923 DALLAS TX 75312		SHIP TO:	CITY OF LUBBOCK POLICE DEPARTMENT 1401 15TH ST LUBBOCK TX 79401	
INVOICE	TO: CITY OF LUBBOCK ACCOUNTS PAYAB P.O. BOX 2000 LUBBOCK, TX 7945	LE	BY: Marta Alvarez, D	Director of Purchasing & Contract Managemer	
Ordered	10/7/2024	Freight			
Requested	11/8/2024	Taken By		Y BUSH	3Y
Delivery PH	ER L PEDERSON REC	Q 62311	PUR 18380/SOL	E SOURCE	

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	Workers Compensation and Employer Liability: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability (\$1M) is required with Workers
the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products –	Additional Policies: N/A
Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).	
Automobile Liability: \$1M occurrence is needed.	

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

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 of 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.

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. S ell er 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 business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract 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 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, its appendices, its schedules, its annexes or any document incorporated in this Contract, its appendices, its schedules, its annexes or any document of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document 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 is 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 accertains 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, 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 acrue against the Buyer in consequence of the granting of this Contract or which may in 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 threwith, 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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association further solution 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: <u>orr@mylubbock.us</u>. Please send this request to this email address for it to be processed

Flock Safety + TX - Lubbock PD

Flock Group Inc. 1170 Howell Mill Rd, Suite 210 Atlanta, GA 30318

MAIN CONTACT: Cameron Lewis cameron.lewis@flocksafety.com 806-790-7409

Created Date: 09/24/2024 Expiration Date: 10/31/2024 Quote Number: Q-83880 PO Number:

ffock safety

f**f**ock safety

Quote

Bill To: 1205 15th St Lubbock, Texas 79401	Ship To:	1205 15th St Lubbock, Texas 79401
Billing Company Name: TX - Lubbock PD Billing Contact Name:	Subscription Term: Payment Terms:	
Billing Email Address:	Retention Period:	30 Days
Billing Phone:	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$66,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	7	Included
Solar Falcon ® LR	Included	9	Included

Professional Services and One Time Purchases

ltem		Cost	Quantity	Total
One Time Fees	3			
Floc	k Safety Professional Services			
	Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
	Professional Services - Solar Implementation Fee	\$750.00	1	\$750.00
	Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	3	\$3,750.00
	Professional Services - Existing Infrastructure Implementation Fee	\$150.00	8	\$1,200.00

Subtotal Year 1:	\$72,300.00
Annual Recurring Subtotal:	\$66,000.00
Estimated Tax:	\$0.00
Contract Total:	\$138,300.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$72,300.00
Annual Recurring after Year 1	\$66,000.00
Contract Total	\$138,300.00

*Tax not included

Product and Services Description

FlockOS Features	Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Falcon ® LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Solar Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.



Information

Agenda Item Board Appointments - City Secretary: Consider appointments to the Planning & Zoning Commission.

Item Summary Consider appointments to the Planning & Zoning Commission.

Fiscal Impact None

Staff/Board Recommending Courtney Paz, City Secretary

Attachments

No file(s) attached.



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Public Hearing - Business Development: Hold a public hearing to consider the creation of a Public Improvement District for Highland Oaks, 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.

Item Summary

The purpose of this public hearing is to present information to the City Council regarding the advisability of establishing a Public Improvement District (PID) pursuant to Chapter 372 of the Texas Local Government Code, and to provide an opportunity for property owners in the proposed public improvement district to speak in favor of, or opposition to, the creation of a PID.

The proposed PID is for the purpose of financing improvements and services related to:

- 1. Funding a capital improvement project to engineer, procure, and construct water infrastructure throughout the subdivision; and
- 2. Funding costs associated with developing and financing the public improvements listed in subdivision (1) including the costs of establishing, administering, and operating the District.

The PID is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

The Highland Oaks PID will be a defined area providing specific types of services for that given area. The City Council approved the calling of a Public Hearing at the September 24, 2024 City Council Meeting. A notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners on September 27, 2024, as required by the Statute.

As a reminder, the City of Lubbock received a petition from property owners requesting that the City of Lubbock establish a PID for the proposed Highland Oaks development area. The area covers approximately 374.74 acres. PID establishment may only be initiated by a petition of property owners meeting two tests outlined in the statute. The petition must be signed by:

(a) Owners 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; or
- 2. Own taxable real property that constitutes more than 50% of the area liable for assessment within the PID.

The petition received by the City of Lubbock was signed by authorized agents of the Highland Oaks development, representing 62.48% of the appraised value for the area and 53.87% of the total land area

contained within the proposed PID. The petition was 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 Council of the City of Lubbock.

The petitioners paid the application fee of \$5,000, which should cover the cost of creating the PID, with any remaining money being reimbursed to the petitioners. If the cost of creating the PID exceeds \$5,000, the petitioners will reimburse the City for the remaining cost.

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

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

Attachments

Public Hearing Notice Map

NOTICE OF PUBLIC HEARING FOR THE PROPOSED HIGHLAND OAKS PUBLIC IMPROVEMENT DISTRICT

Please take notice that on October 22, 2024, at 2:00 PM, the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the establishment of the Highland Oaks Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. <u>Written or oral</u> <u>objections will be considered</u>. The hearing may be adjourned from time to time until the City Council makes findings by ordinance as to the advisability of the District.

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

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) To fund a capital improvement project to engineer, procure, and construct water infrastructure throughout the subdivision; and (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.

Estimated Cost of the Services and Improvements: The proposed assessment for the first year is for tax year 2025 which will fund the budget for FY 2025-26. The total estimated cost of services provided by the District is estimated at \$3,662,812 over the next five years. The estimated annual cost rises from \$0 in the first year to \$994,194 in year five (5). The costs are based on a proposed assessment rate of \$2.69 per \$100.00 of valuation through tax year 2029.

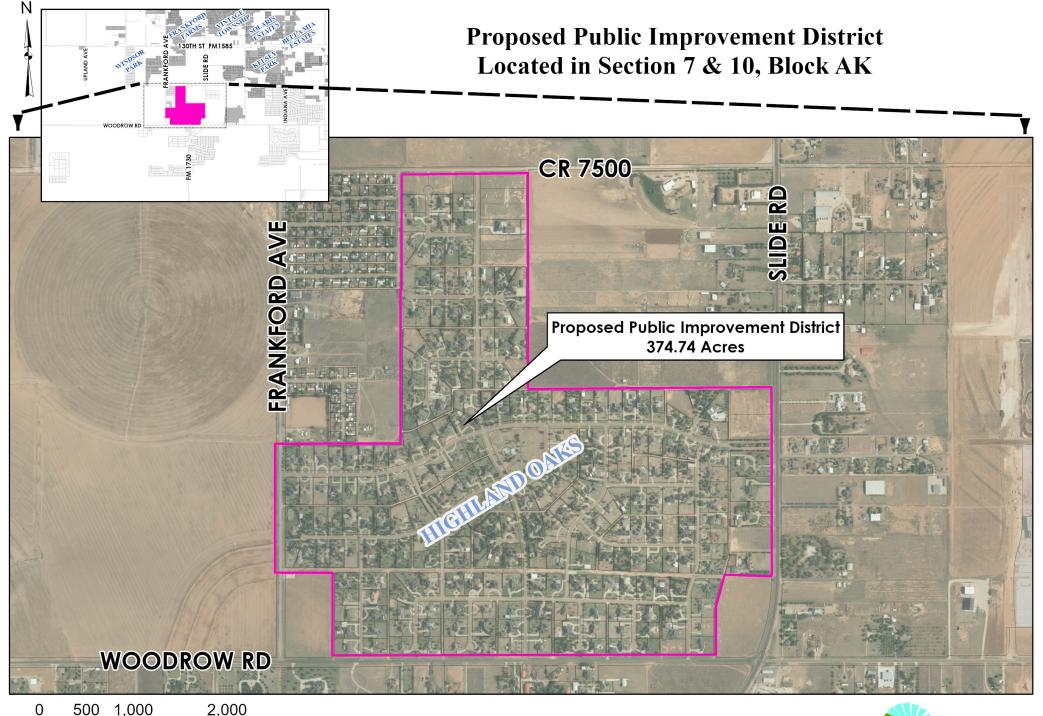
Boundaries: The proposed boundaries of the Highland Oaks Public Improvement District (PID) cover a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by the 146th Street to the north, Slide Road to the east, Woodrow Road to the south, and Frankford Avenue to the west.

Method of Assessment: The assessment methodology will result in an assessment amount that is equally divided between each lot.

Apportionment of Cost: The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District. One hundred percent of any construction of new public improvements included in the Service Plan will be funded by the Public Improvement District.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: Brianna Brown, City of Lubbock Business Development Department at 806-775-3082.



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.



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 3508, a request of 1585 & Frankford/Discount RV, for a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI), at 12109 Frankford Avenue, located north of 122nd Street and east of Frankford Avenue, Abbe Addition, Lot 1, 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 October 3, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager Kristen Sager, Director of Planning Planning and Zoning Commission

Attachments

Ordinance 3508 Staff Report 3508 Documentation 3508

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3508; A ZONING CHANGE FROM SF-2 TO LI ZONING DISTRICT AT 12109 FRANKFORD AVENUE, LOCATED NORTH OF 122ND STREET AND EAST OF FRANKFORD AVENUE, ABBE ADDITION, LOT 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the <u>Lubbock Avalanche-Journal</u> more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3508

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 LI zoning district at 12109 Frankford Avenue, located north of 122nd Street and east of Frankford Avenue, Abbe Addition, Lot 1, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on ______.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Dab Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3508 October 3, 2024

Lubbock
Zone Case 3508
October 22, 2024

Staff Report
City Council Meeting

Applicant	1585 & Frankford/Discount RV
Property Owner	1585 & Frankford/Discount RV
Council District	5

Recommendations

• Staff recommends approval of the request.

Prior Board or Council Action

- April 28, 2016, Ordinance No. 2016-00054: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- October 3, 2024, Zone Case 3508: The Planning and Zoning Commission recommended approval of a request for a zone change from SF-2 to Light Industrial District (LI), by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 28
- Received In Favor: 3
- Received In Opposition: 0

Site Conditions and History

The subject property was originally platted as Abbe Addition, Lot 1 on September 27, 2005, and the plat was later corrected on November 21, 2005. The structure on the property was built in 2005.

Adjacent Property Development

There are homes and a commercial building zoned SF-2 and Heavy Commercial District (HC) to the west, with vacant land to the north zoned Auto-Urban Commercial District (AC) and Industrial Park District (IP). Property to the south and east is outside city limits and developed with rental warehouses.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 12109 Frankford Avenue, located north of 122nd Street and east of Frankford Avenue, Abbe Addition, Lot 1. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI).

Current zoning: Low Density Single-Family District (SF-2)

Requested zoning: Light Industrial District (LI)

Intent Statements

The purpose of the Low Density Single-Family (SF-2) District is to provide for two types of residential subdivisions:

A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.

B. Cluster. Clustering of smaller-sized lots for dwellings with in increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.

The intent of the proposed Light Industrial District (LI) is "to provide for industrial uses (non-retail) that are less intensive than what can be accommodated into General Industrial and that may include office, warehousing, distribution, and light assembly of parts, materials, and equipment, with operations conducted primarily indoors without the creation of smoke, gas, odor, dust, soot, or other noxious elements."

Traffic Network/Infrastructure Impacts

The location is along Frankford Avenue, which is designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Arterials provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Low Density Residential land uses. While this request does not conform to this designation, it would be appropriate along a thoroughfare and adjacent to existing zoning districts and land uses. Therefore, this request is in moderate conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located along a thoroughfare and is appropriate adjacent to nearby land uses.

Suitability of Property for Allowed Uses

The property may be suitable for the proposed use.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and Supporting Documentation
- I. Notification Responses

Staff Contacts

Shane Spencer Planner Planning Department 806-775-2103 sspencer@mylubbock.us Victor Escamilla Planning and Zoning Manager Planning Department 806-775-3029 vescamilla@mylubbock.us



Allowable Uses:

Light Industrial District (LI)

Transportation:

The proposed development has a point of access from Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue,	R.O.W. 25 feet, 2 lane,	R.O.W. 110 feet, 5 lane,
Minor Arterial, Partial	undivided, paved.	undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 5

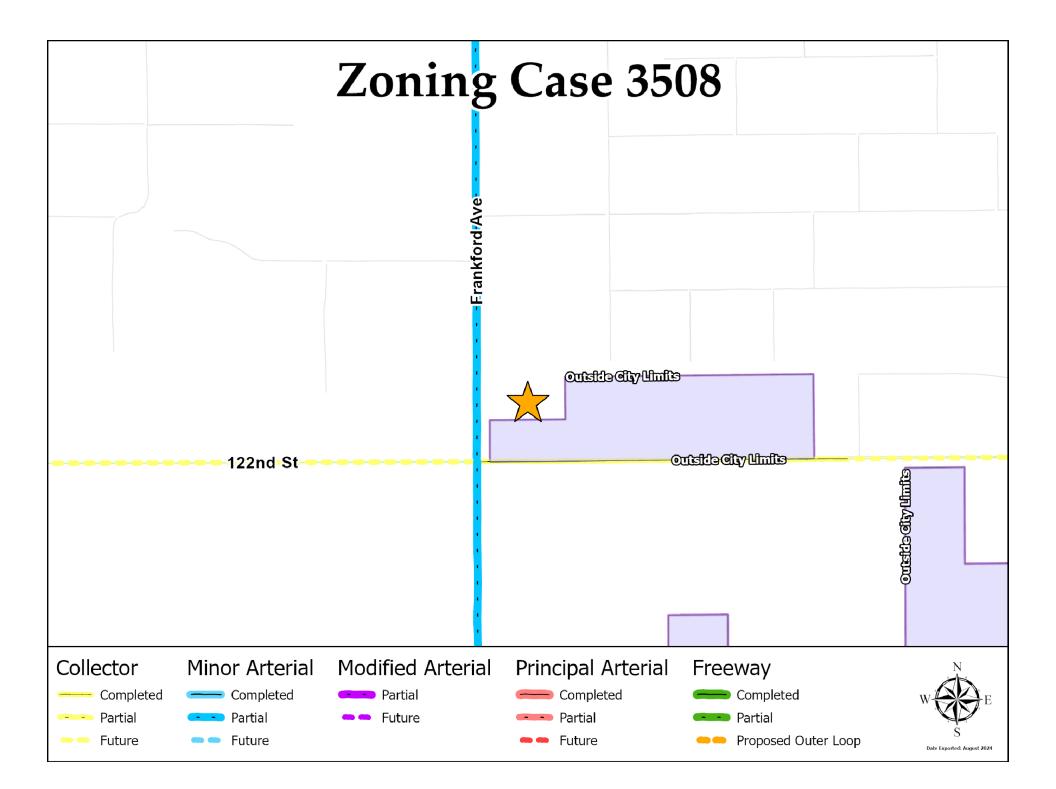
- 3.7 **Zone Case 3508:** 1585 & Frankford/Discount RV, request for a zone change from Low Density Single-Family District (SF-2) to Light Industrial District (LI), at:
 - 12109 Frankford Avenue, located north of 122nd Street and east of Frankford Avenue, Abbe Addition, Lot 1.

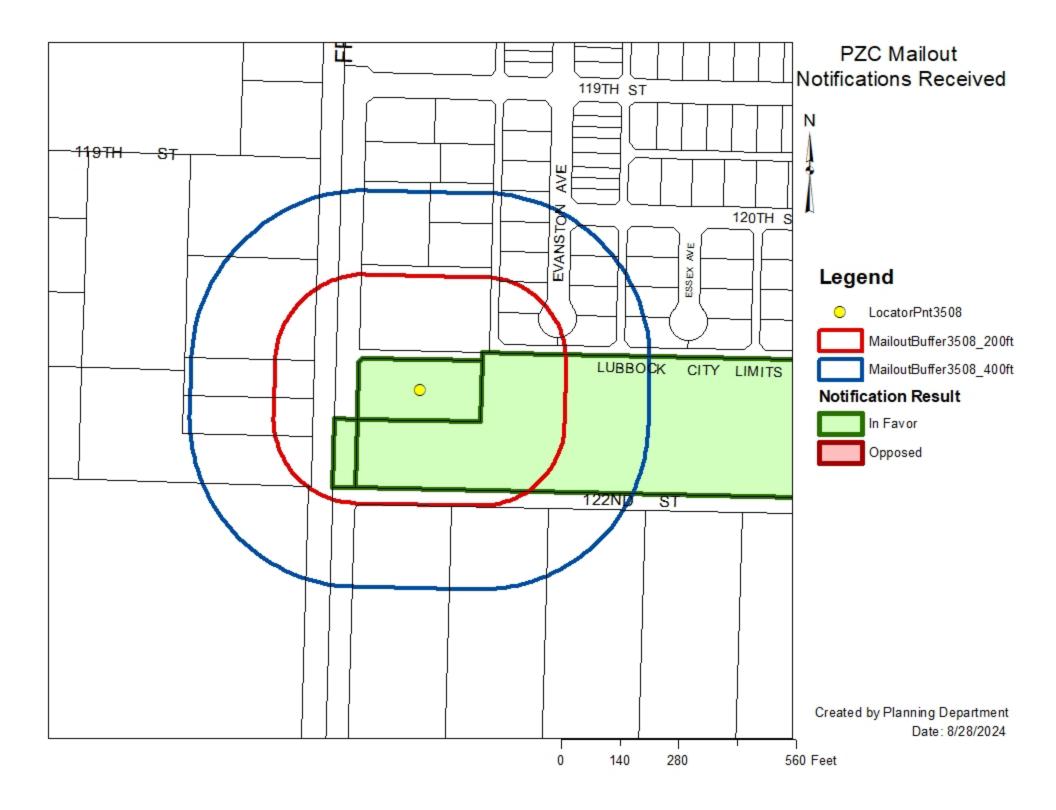
PLANNER SHANE SPENCER gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT JEFF TREVIÑO, 5625 County Road 7410, representative of Discount Storage, gave comments and answered questions from the Commission.

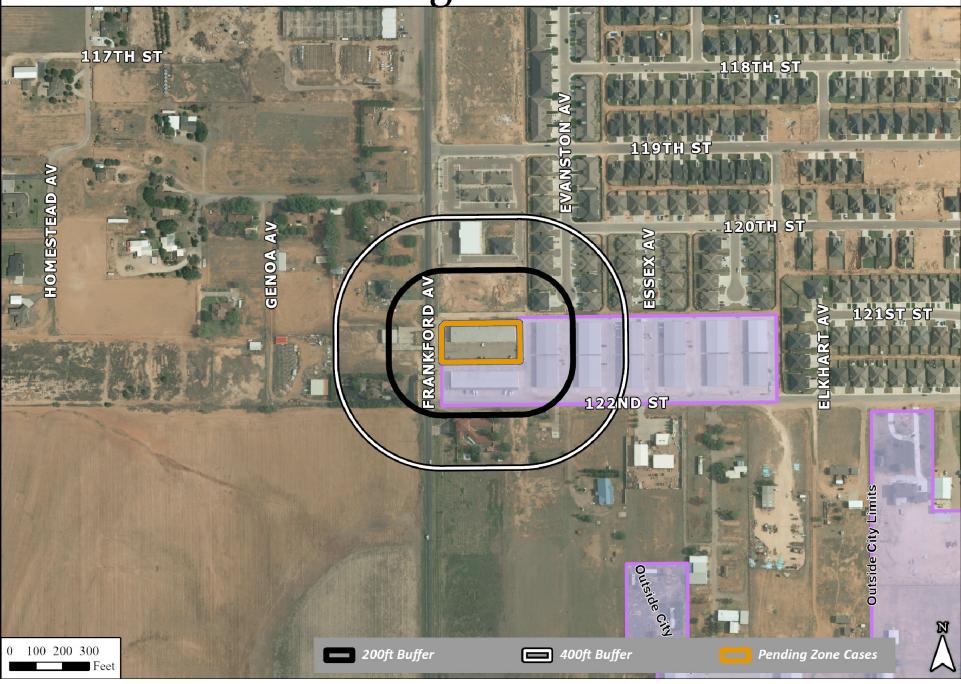
No one appeared to speak in favor or in opposition.

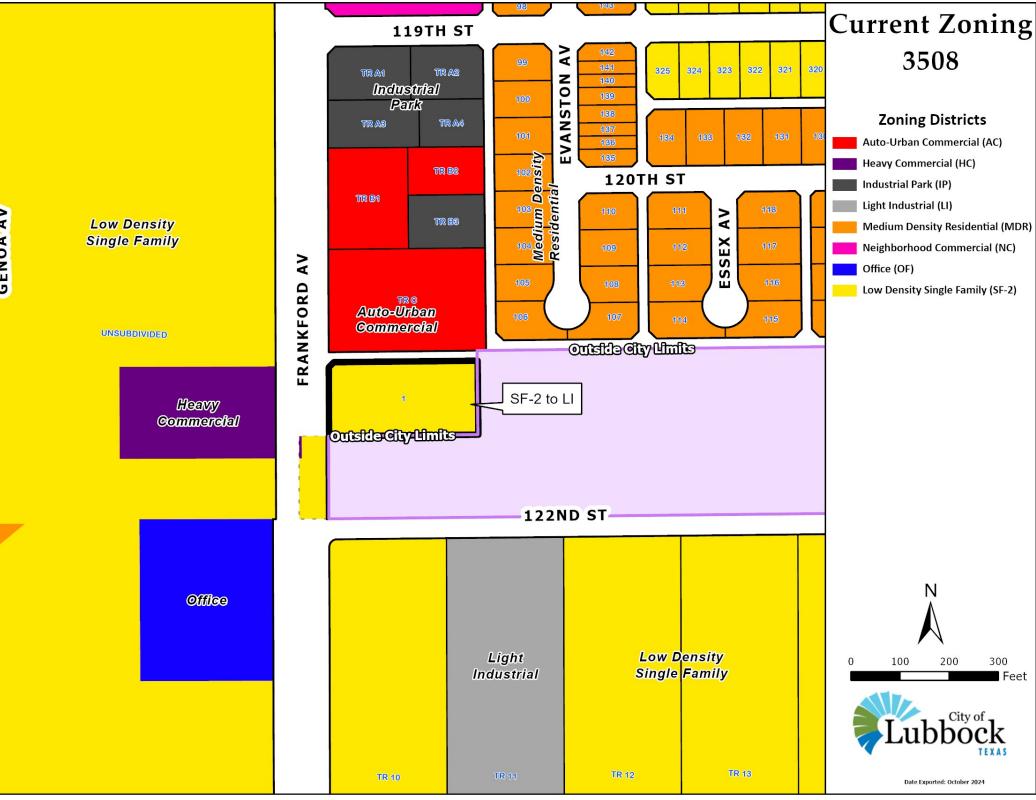
In the matter of **Zone Case 3508**, a motion was made by **SUSAN TOMLINSON** and seconded by **TERRI MORRIS** to approve the request as presented. The Commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.



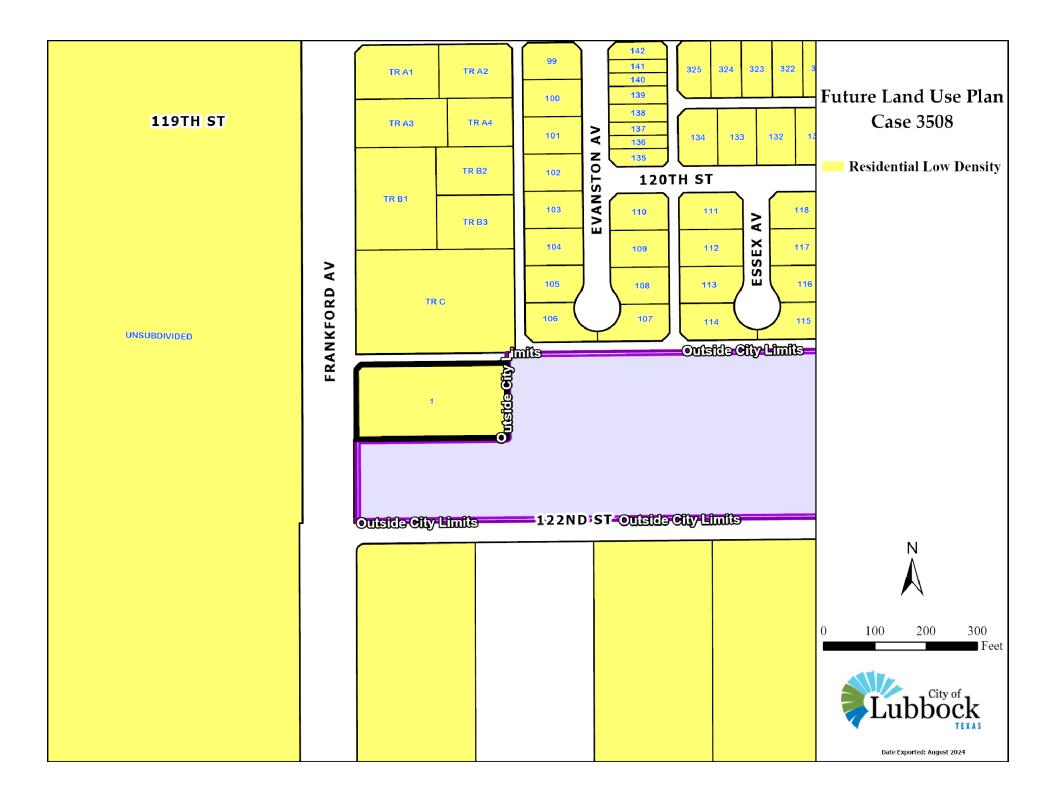


Zoning Case 3508





GENOA AV



3508



View east. Subject property.



View north.



View south.



View west.



Project Information			
Location or Address: 12109 Frankford Ave. LCAD R307478			
Lots/Tracts: ABBE L 1			
Survey & Abstract:			
Metes and Bounds Attached: Yes 🛛 No 🗆 Total Acreage of Request: 43020 SF			
Existing Land Use: SHOPS & STORAGE Existing Zoning: SF-2			
Requested Zoning: LI			
If property is not subdivided, will a preliminary plat be submitted? Yes D No D			
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: 1585 & FRANKFORD / DISCOUNT RV			
Owner: David Postar			
Address: 5625 CR 7410 City: Lubbock State: Texas			
ZIP Code: 79424 Telephone: 806-785-3422 Email: gargoyledave@yahoo.cor			
Property Owner's Signature:			
Date: V22/2024 Printed Name: David PostAR			
Preparer Information			
Preparer's Signature:			
Date: 122 Lo24 Printed Name: DAUID POURAR			
For City Use Only			
Zone Case No: Planning and Zoning Commission Date:			
Request for zoning change from:To: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 <u>cityplanning@mylubbock.us</u>.

City of Lubbock, TX Planning Department Planning and Zoning Commission Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning 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

3508

BY:

zone change requested by: P&Z Case No.:

In Favor

Opposed _____

Reasons and/or Comments:

Print Name Signature: Address: Address of Property Owned: Phone Number: SOLO-445-4062 Email: SOLO-445-4062 Email: SOLO-45-4062	HIC WORCE TX Work.com
Zone Case Number: 3508 R315524 122ND & FRANKFORD/DISCOUNT SHOP RENTALS I 5625 COUNTY ROAD 7410 LUBBOCK TX 79424	Recipient 22 of 28 RECEIVE AUG 2 8 2024

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.:	3508	
In Favor			
Opposed			

Reasons and/or Comments:

Print Name Roguel Lope	
Signature:	
Address: RAS ATWSR.	
Address of Property Owned: SU25 CR 741	10
Phone Number: 8010 - 445 - 4062	
Email: caquel@selfsterageofu	black con
Zone Case Number: 3508 R307478	Recipient 23 of 28
1585 & FRANKFORD / DISCOUNT RV	RECEIVER
STORAGE & SHOP RENTALS I 5625 COUNTY ROAD 7410	
LUBBOCK TX 79424	AUG 2 8 2024
	BY:

City of Lubbock, TX Planning Department Planning and Zoning Commission Reply Form

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zone change requested by:	P&Z Case No.:	3508
In Favor		

Opposed

Reasons and/or Comments:

Print Name Rogged Lapez	
Signature:	•
Address: Sal 977 St	
Address of Property Owned:	2
Phone Number: 506 945 4062	
Email: raquelle Self steranger with	pp.com
Zone Case Number: 3508 R301544	Recipient 24 of 28
122ND & FRANKFORD/DISCOUNT SHOP RENTALS I	ECEIVER
5625 COUNTY ROAD 7410	
LUBBOCK TX 79424	AUG 2 8 2024

BY:_



Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 3487, a request of DLC Designs, LLC for Children's Home of Lubbock, for a zone change from Low Density Single-Family District (SF-2) to Residential Estates District (RE), at 4602 Idalou Road, located north of East Erskine Street and east of Idalou Road, on 170.98 acres of unplatted land out of Block A, Section 25, 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 October 3, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager Kristen Sager, Director of Planning Planning and Zoning Commission

Attachments

Ordinance 3487 Staff Report 3487 Documentation 3487

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3487; A ZONING CHANGE FROM SF-2 TO RE ZONING DISTRICT AT 4602 IDALOU ROAD, LOCATED NORTH OF EAST ERSKINE STREET AND EAST OF IDALOU ROAD, ON 170.98 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 25, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the <u>Lubbock Avalanche-Journal</u> more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3487

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 RE zoning district at 4602 Idalou Road, located north of East Erskine Street and east of Idalou Road, on 170.98 acres of unplatted land out of Block A, Section 25, City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on ______.

Passed by the City Council on second reading on ______.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3487 October 3, 2024

To: PRIDE PIPELINE COMPANY P.O. Box 2436 Abilene, Texas 79664	DIVISION ORDER	Exhibit "A"
The undersigned certify and guarantee that the 	iy are the legal owners of, and hereby warrant title to, in the p ector & Schumacher/T P and F J We1	Effective as of the date of first runs by you. proportions set out below, all the oil produced from
located in the County ofLubbock	, State of Texas	
		, and described as follows: to-w
SE/4 NE/4 Sec. 25 from the surface	5, Blk. A, John H. Gibson Survey, L to a depth of 5175 feet.	ubbock County, Texas,
		MAILED
		OCT 0 4 1984
Jntil further written notice, you are authorized to pure OWNER NO.	chase oil therefrom and pay therefor, as follows: CREDIT TO	NET REVENUE INTEREST
	Family Service Agency, Inc.	06350000 PT
 Oil run hereunder shall become your property upon a , according to the division of interest shown above at t 	delivery thereof into any tank, pipeline, or other conveyance designated by you, the price being posted or paid by you at the time of orch delivers defined by you.	•06250000 RI
2. Fugure for such of shall be made on or before the , e address of the owners designated to receive same as should to \$10,00.	delivery thereof into any tank, pipeline, or other conveyance designated by you, the price being posted or paid by you at the time of such delivery. 20th day of the month succeeding such purchases. Payments may be made to the hown above. Provided, however, that at your option no payments shall be mad	and shall be paid for by you monthly, except as hereinafter p owners shown above in person or by mailing your check there
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A there were a set of the set	delivery thereof into any tank, pipeline, or other conveyance designated by you, the price being posted or paid by you at the time of such delivery. 20th day of the month succeeding such purchases. Payments may be made to the hown above. Provided, however, that at your option no payments shall be made at the tables or by other reliable methods of computation (the owners to have it valing practice and the rules and regulations prescribed by the Commission or o "unmerchantable oil at the owners' expense, before acceptance hereunder. I any change in ownership, and that their successors shall be bound by the terms la r hands by the 20th day of the month in which the transfer becomes effective, it is neer, you may hold, without interest and without any liability, the proceeds of al even such a succession or suit. Each owner agrees to hold you harmless and to prot ou and/or such carrier may suffer or sustain or become liable for by reason of yo of how the same may arise and including, but not limited to, the following: Any ju m; all reasonable costs or expenses incurred in defending in such action or suit claim, controversy or suit, as above provided. You may deduct any such loss or bow leases that the undersigned is in default in the payment of its share of the lass at the default is curced, and the undersigned agrees to hold you harmless and to pro owners and the may be asserted by any taxing authority against you in connecti- claim, controversy or suit, as above provided. You may deduct any such loss or bow leases that the undersigned agrees to hold you harmless and to pro money (from any lease from which you purchase, each owner agrees to at the default is curced, and the undersigned agrees to hold you harmless and to pro money (from any lease from which you purchase, each owner agrees to at the default is curced, and the undersigned agrees to hold you harmless and to pro money (from any lease from which you purchase, each owner agrees to a the default is curced, and the undersigned agrees to hold you harmless an	and shall be paid for by you monthly, except as hereinafter p owners shown above in person or by mailing your check there is an owner until the sum due on account of such interess here privilege of witnessing the gauge tickets), and correction sh ther legal authority of the State where the purchases hereund set of a owner until the sum due on account of such interess understood that transfers of interests, supported by certified co eing understood that transfers of interests are effective only of the tride title either to the real property above described ranshed to you by such owner against whom such action or s et and indemnify you and/or any carrier transporting oil for ur purchase hereunder of said owner's interest, as above set o dgment rendered in an action or suit affecting the oil; any call on with, incident or in any manner related to, any sum or su respense from any amount owed by you to such Overarior the pro- serted ran indemnify you of or any such payments. You shall fur vent you are notified of a ming your postion of the to either over the an onified of a ming your of you of you any you to such owner at any shold expenses, you may pay direct to such Overarior the pro- soret and indemnify you of your your hayment to any owner on any you to suspend funds until the claim is satisfied. By the exect oner's interest in the lands covered by the interest in the satisfied of the such overant in the satisfied by the such and the such over of your operation is not and your operation with the lands covered by you to your operation of your operation with you are such and your operation with you are notified of a ming your operation with you are notified of a ming your operation with you are notified of a ming your operation with you are not informed here your operation with you areas your operation here you
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A runnish for such on shall be made on or before the, a values of the owners designated to receive same as a shount to \$10,00. 3. Quantities shall be computed from regularly compile de for emperature and imputities according to the previous de for temperature and imputities according to the previous and the owners so treat or steam any 4. The owners severally agree to noify you in writing of ed, assignment, or other fegal document, shall be inyout opinion, concerns title to any interest hereau is hand you any interest hereau is the yout any tabut at 7:00 or clock A.M. 5. Satifactory abstracts or other evidence of title will be in your opinion, concerns title to any interest hereau is been furnished or until such claim or controvery has be oil produced therefrom in which same is filed and the ount from, against, and for any loss or expense which yu do il and the papense by you during the exitence of any before thereform, for any tax, State or hey held in Supense by you during the exitence of any authorized to withhold funds in the event you are due n which you purchase or that all parties have not been proving the exitence of any earlier, the owners adopt, ratify and confirm terms thereof. You are hereby authorized to withhold from the property earlier shull become valid and hinding against. This division order, shull become valid and hinding any every, alfecting the same as to the interest of the other form.	delivery thereof into any tank, pipeline, or other conveyance designated by you, the price being posted or paid by you at the time of such delivery. 20th day of the month succeeding such purchases. Payments may be made to the hown above. Provided, however, that at your option no payments shall be made and tank tables or by other reliable methods of computation (the owners to have it value practice and the rules and regulations prescribed by the Commission or o unmerchantable oil at the owners' expense, before acceptance hereunder. I any change in ownership, and that their successors shall be bound by the terms lar- r hands by the 20th day of the month in which the transfer becomes effective, it he near, you may hold, without interest and without any liability, the proceeds of al- deen settled to your at any time on demand. In the event of a failure to so furmi- nder, you may hold, without interest and without any liability, the proceeds of al- event settled to your satisfaction. In the event any action or suit is filed in any cour- parties, written notice of the filing of said action or suit shall be immediately fit is tilled of such action or suit. Each owner agrees to hold you harmless and to pro- ou and/or suck carrier may suffer or sustain or become liable for by reason of you for how the same may arise and including, but not limited to, the following: Any ju- min all reasonable costs or expenses incurred in defending in such action or suit y at the default is cured, and the undersigned agrees to hold you harmless and to pro- money (from any least from which you purchase, each owner agrees to all the default is cured, and the undersigned agrees to hold you harmless and to pro- money (from any least from which you purchase, each owner agrees to all to be oil and gas least described above in its entirety and lenses and demise all of ow- the to all and as least described above in its entirety and lense, and demise all of ow- the to all and gas least described above in its entirety and le	and shall be paid for by you monthly, except as hereinafter provided and the provided of the p

SOCIAL SECURITY NO. OR TAX IDENT: NO.

ADDRESSES MUST BE SHOWN FOR PAYMENT a partnership, all partners must sign. (3) If the owner is a corporation, this division order must be signed and attested to by duly authorized officers. (4) All counterparts of this division order must be pro-

STATE OF TEXAS

VOL 488 PAGE 335

COUNTY OF LUBBOCK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, I, Ida Sina Collins, a widow, of the County of Lubbock, State of Texas, am the owner of the hereinafter described property; and

ATTENEY-AT-LAW MYRICK BUILDING LUBBOCK, TEXAS

WHEREAS, I am desirous of giving the said hereinafter described property to the Broadway Church of Christ, a Corporation of Lubbock, Texas, for the purpose of establishing an orphans home; and

WHEREAS, it is my desire that the said property be used for the purpose of establishing an orphans home, but there shall be no possibility of reverter in the event that the said property is not always used for such purpose.

NOW THEREFORE KNOW ALL MEN BY THESE HR ESENTS, That I, Ida Sina Collins, a widow of Lubbock County, Texas, for and in consideration of the sum of \$10.00 to me in hand paid by the Broadway Church of Christ, a Corporation of Lubbock County, Texas, and for further consideration that the Broadway Church of Christ, a Corporation of Lubbock, Texas, shall use the hereinafter described property for the establishment of an orphans home, have given, granted and conveyed and do by these presents give, grant and convey unto the said Broadway Church of Christ, a Corporation of the County of Lubbock, State of Texas, all that certain tract or parcel of land situated in the County of Lubbock, State of Texas, described as follows; to-wit:

> A tract or parcel of land situated in Lubbock County, Texas and being a part of Suryey 25, Block A, Certificate 226, Abstract No. 50:

Beginning at the Southeast Corner of said Survey 25, the same being the Southeast Corner of said 400 acre tract; THENCE NORTH to the right of way line of Highway No. 82; THENCE SOUTHWEST with the Southerly rightof-way line to point of intersection with the West line of said 400 acre tract; THENCE SOUTH 500 varas to a point in the South line of said 400 acre tract; THENCE EAST 1,188 varas to place of beginning. VOL 488 PAGE 336

Save and except a tract containing 44.6 acres approximately square in the Northeast corner of said tract of land hereinabove described.

The said tract herein above described to contain 200 acres.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Broadway Church of Christ, a Corporation of Lubbock, Texas, its successors and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to Warrant and "orever Defend all and singular the said premises unto the said Broadway Church of Christ, a Corporation of Lubbock, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand at Lubbock, Texas, this the 30th day of December, 1952. Ida Sin Collins

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 Ida Sina Collins, known to me to be the person whose hame is subscribed to the foregoing instrument, and acknowledged to me that she executed the foregoing for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the

day of December, 1952.

6.63

Notary Public, Lubbock County, Texas.

A. Walters, 1515 Ave J, Lubbock, Texas James \$LGI ... 23626 INDERD WARRANTY DEED COMPLIE

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THE STATE OF TEXAS

RECC

COUNTY OF LUBBOCK

KNOW ALL MEN BY THESE PRESENTS:

\$2.50 ck

That THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, organized under the Texas Non-Profit Corporation Act, as GRANTOR, of the County of Lubbock, State of Texas, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), to it in hand paid by THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., a non-profit corporation, organized under the Non-Profit Corporation Act of the State of Texas, as GRANTEE, have granted, sold and conveyed, and by these presents do hereby grant, sell and convey, unto the said THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., a non-profit corporation, GRANTEE, herein, all of the following lot, tract or parcel of land situated in the County of Lubbock, State of Texas, as follows, to-wit:

Two Hundred (200) acres of land out of Survey Twenty-Five (25), Block A, John H. Gibson original grantee, situated in Lubbock County, Texas, and described by metes and bounds as follows:

BEGINNING at a 1 1/4" iron pipe set for the SE corner of Section Twenty-five (25), in the center of a public road running East and West, same being the common corner of Sections Three (3) and Four (4), Twenty-five (25) and Twenty-six (26), all of Block A, Lubbock

THENCE South 89° 28' 15" W 1184.7 varas to a 1 1/4" iron pipe in the South line of Section Twenty-five (25), the SW corner of this survey;

THENCE North 0° 25' 15" W 583.6 varas to a 1 1/4" iron pipe in the South line of Highway 87, the NW corner of this survey;

THENCE North 45° 50' E 1022.8 varas along the South line of said Highway to a 1 1/4" iron pipe, a corner of this survey;

THENCE South 0° 25' 15" E 224.8 varas to a 1 1/4" iron pipe, a corner of this survey;

THENCE North 89° 28' 15" E 444.4 varas to a l 1/4" iron pipe in the East line of Section Twenty-five (25), the common line of Section Twenty-five (25) and Twenty-six (26) of Block A, a corner of this survey;

THENCE South 0° 25' 15" E 1066.5 varas along the section line to the place of beginning;

SAVE AND EXCEPT an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under said land, or that may be produced therefrom, together with the right of ingress and egress for the purpose of exploring for and the production of oil, gas, and other minerals;

And the interest in real estate conveyed herein is the same interest received by The Broadway Church of Christ, a corporation, in a deed executed May 29, 1953, by Ida Sina Collins, and Grantor herein is one and the same as the Grantee in said deed from Ida Sina Collins, which deed is filed of record in the office of the County Clerk of said Lubbock County, Texas;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., GRANTEE, its successors and assigns forever, and it does hereby bind itself, its successors and assigns forever, to warrant and forever defend, all and singular, the said premises unto the said THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS	its hand	this 27 th	day of	e Date .	1000	
Lubbock County,	Texas.	~		Datales!	1972,	at Lubbock,

ATTEST:	THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation
By Carper & Mance Becretary - Treasurer	By Ressan Lill
	(VOL 1323 PADE 51

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 LENNON HILL, President of THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the said THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, and that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>27</u> day of <u>October</u>, 1972.

NOTARY SEAL

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Notary Public, Lubbock County, Texas. Annabelle D. Rawlinson

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COUNTY CLERK

FILED FOR RECORD Nov 13 1 40 PM '72

Franks Sura Bient, Lubbock County, Texas

COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the data and at the time stamped burven by me and was duly. RECORDED in the Volume and Page of the RECORDS of Lubbock County. Taxas as stamped insteam by me.

NOV 13 1972

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Walters & Associates 1515 Ave. J Lubbock, Texas

CONTRACT

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VOL 1323 PAGE 548

\$2.50 ok

<u>WARRANTY</u> <u>DEED</u>

23649

THE STATE OF TEXAS

COUNTY OF LUBBOCK

KNOW ALL MEN BY THESE PRESENTS:

That THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, organized under the Texas Non-Profit Corporation Act, as GRANTOR, of the County of Lubbock, State of Texas, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), to it in hand paid by THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., a non-profit corporation organized under the Non-Profit Corporation Act of the State of Texas, as GRANTEE, have granted, sold and conveyed, and by these presents do hereby grant, sell and convey, unto the said THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., a non-profit corporation, GRANTEE, all of the following lots, tracts or parcels of land situated in the County of Lubbock, State of Texas, as follows, to-wit:

TRACT ONE: All of the Northeast One-Fourth (NE/4) of Section Four (4), Block A, in Lubbock County, Texas, containing 160 acres of land, more or less; provided, however, that this conveyance is subject to that certain mineral reservation heretofore reserved by A. H. Travis and wife, Laura Travis, Roland B. Travis and wife, Margaret Sue Travis, as more fully shown in a deed dated August 26, 1954, recorded in Volume 544, Page 273 of the Deed Records of Lubbock County, Texas, and this conveyance is likewise subject to the mineral reservation heretofore reserved by E. E. Elms and wife, Maudie Elms, as more fully shown in a warranty deed dated March 10, 1955, from E. E. Elms and wife, Maudie Elms, to G. W. Williams, recorded in Volume 568, Page 19 of the Deed Records of Lubbock County, Texas, and this conveyance is further subject to all easements of record in the Deed Records of Lubbock County, Texas, as well as any and all valid outstanding oil, gas and mineral leases which may be shown of record in said Lubbock County,

TRACT TWO: All of Lots Numbers Sixty (60), Sixty-One (61), Sixty-Two (62), and Sixty-Three (63), Winniewood Addition, an addition to the City of Lubbock, Lubbock County, Texas, subject to all mineral reservations and exceptions of record made by prior owners thereof, and also subject to all restrictions and covenants of record contained in the plat and dedication instrument recorded in Volume 688, Page 124, Deed Records of Lubbock County, Texas;

TRACT THREE: That certain tract or parcel of land situated in Lubbock County, Texas, and being a part of Survey 25, Block A, Certificate 226, Abstract No. 50, and beginning at the Southeast Corner of said Survey 25, the same being the Southeast Corner of said 400 acre tract; Thence North to the right of way line of Highway No. 82; Thence Southwest with the Southerly right-of-way line to a point of intersection with the West line of said 400 acre tract; Thence South 500 varas to a point in the South line of said 400 acre tract; Thence East 1,188 varas to the place of beginning; save and except a tract containing 44.6 acres approximately square in the Northeast corner of said tract of land hereinabove described; and said tract contains approximately 200 acres of land, more or less;

TRACT FOUR: The West 45 feet of Lot Seven (7) and the East 30 feet of Lot Eight (8), in Block Fourteen (14), Hulin Heights Addition, Second Installment, an addition to the City of Lubbock, Lubbock County, Texas; (an undivided one-half interest);

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., GRANTEE, its successors and assigns forever, and it does hereby bind itself, its successors and assigns forever, to warrant and forever defend, all and singular, the said premises unto the said GRANTEE, THE CHILDREN'S HOME OF LUBBOCK AND FAMILY SERVICE AGENCY, INC., its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its hand this <u>27 2</u> day of <u>October</u>, 1972, at Lubbock, Texas.

> THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation

L. Marcark HUY President

ATTEST:

Secretary -Treasurer

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X

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 LENNON HILL, President of THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the said THE BROADWAY CHURCH OF CHRIST OF LUBBOCK, TEXAS, a non-profit corporation, and that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of Ortahan 1972.

NOTARY SEAL

makel D. Kan

otary Public, Lubbock County, Texas.

Annabelle D. Rawlinson

STATE OF TEXAS COUNTY OF LUBBOCK FILED FOR RECORD I hereby certify that this instrument was FILED on Net data and at the line stamped hereon by me and was duly RECORDED in the Yolune and Pays of the NECOND of Lubbork County. These stamped hereon the me Nov 13 3 10 PH '72 Lubbock Cousiy, Twee as stamped hereen by NOV 13 1972 French Guerty, Texas June Su COUNTY CLERK HUMOCK COUNTY IEXA -2-' VOI 1323 MADE 549

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STATE OF TEXAS COUNTY OF Lubbock	HT-0F-V	What so Web With	the name of the C Why formited in this	unipany whose in m. Kamanggihara hassign	
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That <u>Broadway</u> Glundersigned, hereinafter referre	urob of Chri	st, a cor;	oration		+122
TEXAS GAS COMPANY, a corpor does hereby grant, sell and conv feet in width, to construct, main construct, maintain and operate sary poles, and all pecessary on	ation, hereinafter ey unto said Gran tain and operate a a telephone and	called Grantee, tee, its success pipe line and telegraph line i) Dollars, to Gi the receipt of y sors and assign all necessary a n connection th	antor in hand which is hereby s, a right of w ppurtenances th	paid by WEST
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aid property being more fully de o Broadway Church of G	scribed in a deed f	rom I.a	a Sina Col	ling. o us.	lass.
long the line designated by a st ver the property hereinbefore d nd from said land for the purpo elephone or telegraph line, and r other construction at will, eith	description of said rvey heretofore main escribed; and this se of constructing; the removal or rep- er in whole or in t	I property; sai ade, or hereaft grant shall can inspecting, rej lacement of the	d pipe line to h er to be made l rry with it the r pairing and ma e same with eith	County, Texas, e constructed a by the Grantee, ight of ingress intaining said p her like or diffe	to which ref- pproximately through and and egress to pipe line and rent size nine
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the soil and to pay all damage and operation of said pipe line an	' all pipe lines to a s to land, crops an d said telephone or	sufficient dep d fences which telegraph line	th so as not to i may arise from	nterfere with th 1 construction,	e cultivation maintenance
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Action of property additional pipe of to and in the event Grantee er cantor the sum of twenty-five c ld damages caused by the constr res as is herewith granted for th	lines, the same to tercises this right t ents (25c) per line uction thereof, and e line to be constru	run parallel wi o lay an additional rod for each l be entitled to acted.	nstruct, mainta th and adjacent onal pipe line or additional pip the same righ	in and operate of to the pipe line lines, the Gran e line so laid, a s for the addit	on the above above refer- tee shall pay s well as all ional line or
It is mutually agreed and un res suffered arising from the lay ruction of the Grantee, said dan ree disinterested persons, one to e Grantee, its successors or assig on of the arbitrators thus selecte Grantee arbitrators thus selecte	be appointed by t	he owner of th person by the t	, shall be asce e land, his or the wo persons befo	tained and definition of a second sec	termined by igns, one by
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WITNESS THE EXECUTION	HEREOF the	day o	t	A. 1	D. 19
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THE STATE	STATE	OF	TEXAS,				SS.
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County of
Before me, the undersigned authority, Notary Public in and for the County and State aforesaid, on this day personally appeared
Before me, the undersigned authority, notary a table in any second secon
person whose name
foregoing instrument and acknowledged to me thathe executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of
Notary Public.
Notary Public.
My commission expires
· · · · · · · · · · · · · · · · · · ·
ACKNOWLEDGEMENT OF CORPORATION
THE STATE OF TEXAS, SS.
County of
County ofRobert O. Miller, a Notary Public in and for said County and State, on this day Before me,
personally appeared President of D. Pinkaton
Broaducy Church of Christ, a corporation, known to me as such and known to me to be
the nerson whose nerve is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and
and as mid Broadway Church of Christ , and as President
thereof, for the purposes and consideration therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 day of February A. D. 1954. Robert O. Miller Notary Public.
My commission expires June 1, 19.55.
THE STATE OF TEXAS,
County of
County of an and for said County and State on this day
Before me,
personally appeared
his wife, both known to me (or proved to me on the oath of) to b the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for th
purposes and consideration therein expressed. And the said
wife of the said, having been examined by me privily and apart from he

husband, and having the same fully explained to her, she the said acknowledged such instrument to be her act and deed, and deelared that she had willingly signed the same for the purposes and con-sideration therein expressed, and that she did not wish to retract it.

.....

My commission expires, 19,		Notary Public.
By Deputy Ey Deputy In Deputy of County Lecord page Book Page Book By Deputy Recording Free, \$ Deputy	TO FILED FOR RECORD This day of, A. D., 19	TRANSMISSION Right-of-Way Easement

		TEXAS
Staff Report		Zone Case 3487
City Council Meeting		October 22, 2024
<u>Applicant</u>	DLC Designs, LLC	
Property Owner	Children's Home of Lubbock	

Recommendations

Council District

• Staff recommends approval of the request.

1

Prior Board or Council Action

- February 14, 1980, Ordinance No. 7991: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- October 3, 2024, Zone Case 3487: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Residential Estates District (RE), by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 38
- Received In Favor: 6
- Received In Opposition: 0

Site Conditions and History

The subject property remains unplatted and is mostly vacant with the development of farm structures, built in 2020.

Adjacent Property Development

The properties to the north are zoned SF-2, Light Industrial District (LI), and High Density-Residential District (HDR), and are developed with a residential neighborhood, a manufacturing business, and the Children's Home of Lubbock. The property to the east is zoned Residential Estates District (RE) and remains vacant. The property to the south is outside city limits and remains vacant. To the west, the property is zoned SF-2 and is developed with mobile homes, but is mostly vacant land.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 4602 Idalou Road, located north of East Erskine Street and east of Idalou Road. The applicant requests a zone change from Low Density Single-Family District (SF-2) to Residential Estates District (RE).

Current zoning:	Low Density Single-Family District (SF-2)
-----------------	-------------------------------------------

Requested zoning: Residential Estates District (RE)

Intent Statements

The purpose of the Low Density Single-Family (SF-2) District is to provide for two types of residential subdivisions:

- A. Conventional. Smaller to moderately sized lots for dwellings on public utilities. Any open space is located on private lots.
- B. Cluster. Clustering of smaller-sized lots for dwellings with an increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.

The purpose of the Residential Estates (RE) District is to provide for two types of residential subdivisions:

- A. Conventional. Very low-density residential neighborhoods with on-site utilities, preserved rural lowdensity character on private property, managed growth on the periphery of the City, and the ability of the property owner to keep large animals.
- B. Cluster. Residential neighborhoods with on-site utilities that have a high percentage of common open space to maintain rural character.

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along East Erskine Street and Idalou Road. The Master Thoroughfare Plan, 2018 designates East Erskine Street as a Principal Arterial (Modified) and Idalou Road as a Freeway. Arterials are continuous routes whose function is to serve high volume needs to local traffic and regional traffic. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for "Residential Low Density" land use. The proposed zone change to RE would be in conformance with this designation. This request would be appropriate next to adjacent land uses and the RE zoning to the east.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use and may need additional public improvements to support the intensity of uses described in the Residential Estates District (RE), as the property remains unplatted.

<u>Attachments</u>

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and Supporting Documentation
- I. Notification Responses

Staff Contacts

Ashley Padilla Planner Planning Department 806-775-2107 <u>ashleypadilla@mylubbock.us</u> Victor Escamilla Planning and Zoning Manager Planning Department 806-775-3029 vescamilla@mylubbock.us



Allowable Uses:

Residential Estates District (RE)

Transportation:

The proposed development has access points from Idalou Road and East Erskine Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Idalou Road,	R.O.W. 278 feet, four-lane,	R.O.W. 300 feet, eight-
Freeway, Partially	undivided, paved	lane, undivided, paved
Completed	undivided, paved	lane, unuvided, paved
East Erskine Street,		
Principal Artieral	R.O.W. 24 feet, two-lane,	R.O.W. 110 feet, five-
(Modified), Partially	undivided, paved	lane, undivided, paved
Completed		

No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 1

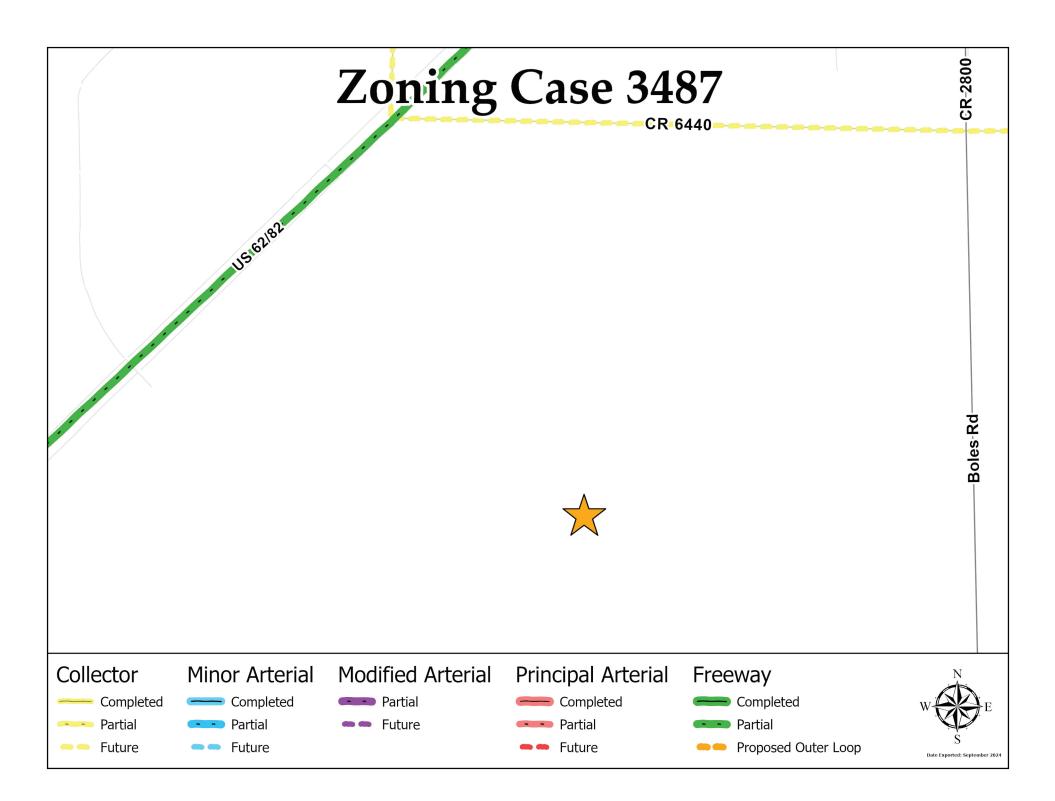
- 3.2 **Zone Case 3487:** DLC Designs, LLC, for Children's Home of Lubbock, request for a zone change from Low Density Single-Family District (SF-2) to Residential Estates District (RE), at:
 - 4602 Idalou Road, located north of East Erskine Street and east of Idalou Road, on 170.98 acres of unplatted land out of Block A, Section 25.

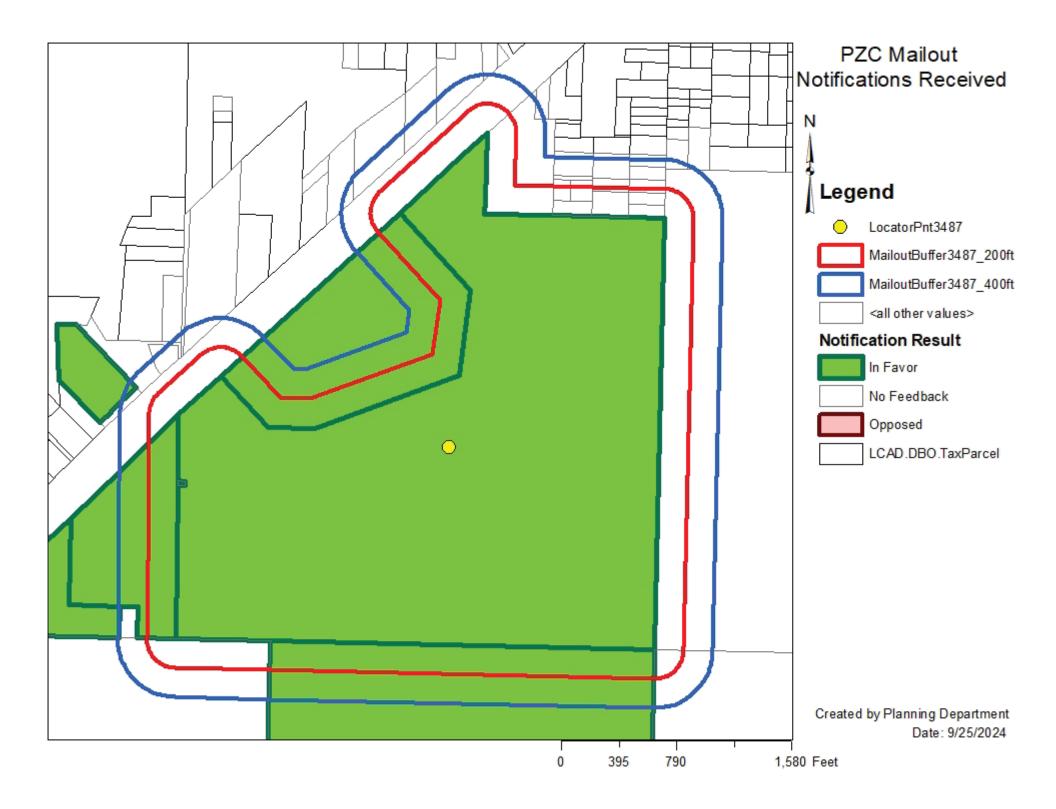
PLANNER ASHLEY PADILLA gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

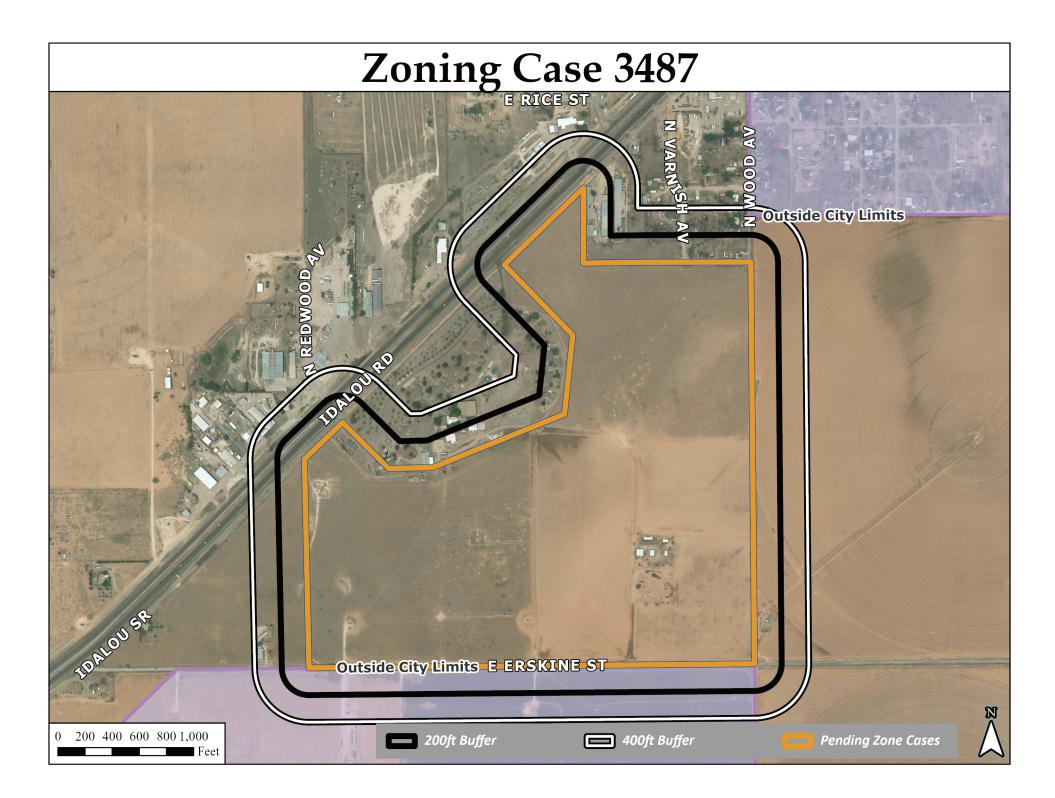
APPLICANT AMANDA KING, 1318 North King Avenue, with DLC Designs, LLC, noted that she was available for questions

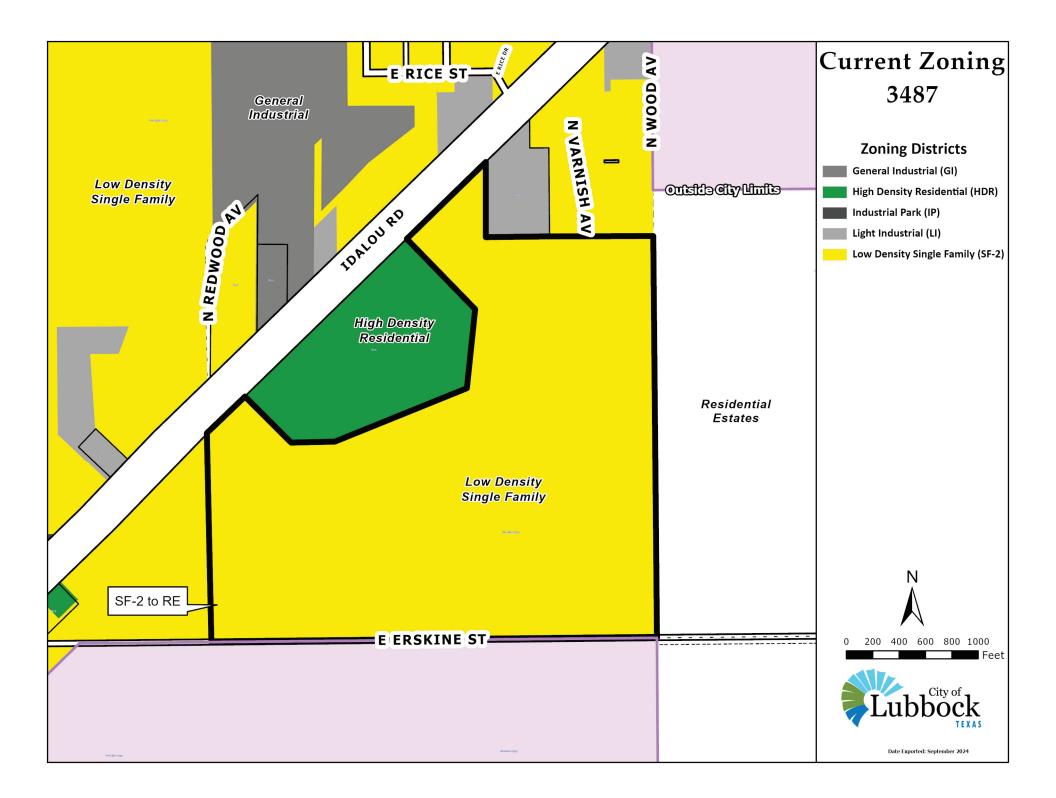
No one appeared to speak in favor or in opposition.

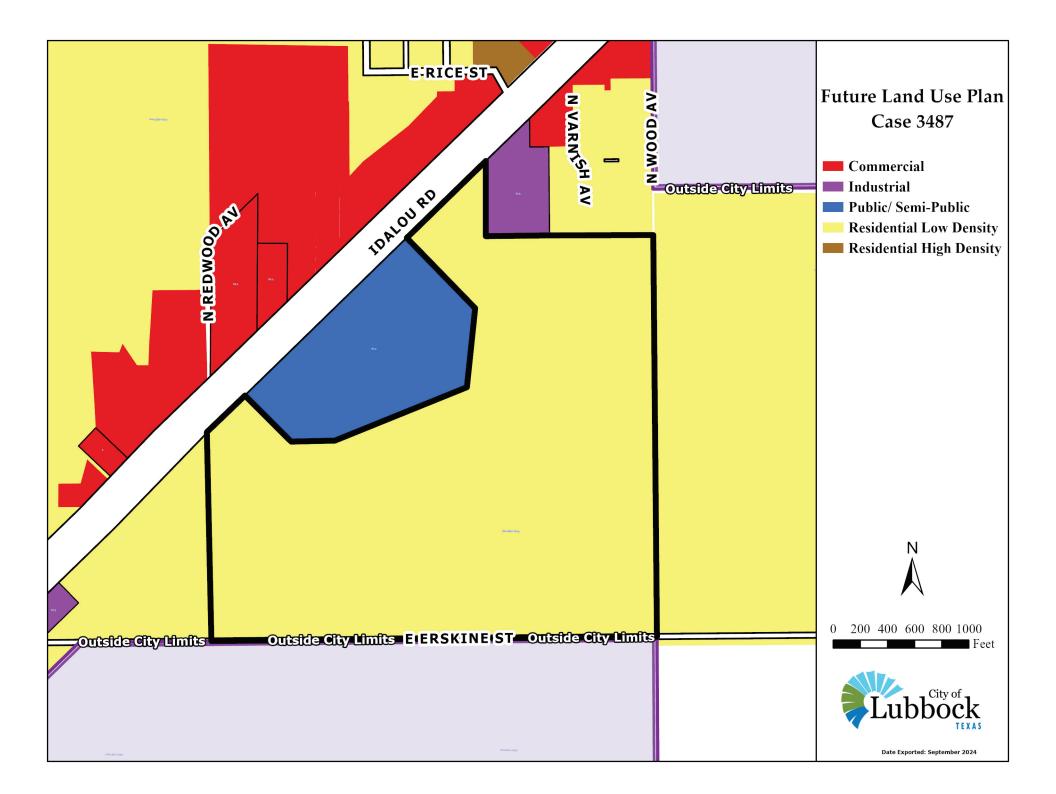
In the matter of **Zone Case 3487**, a motion was made by **SUSAN TOMLINSON** and seconded by **TANNER NOBLE** to approve the request as presented. The Commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.













Subject Property. View to the north.



View to the south.



View to the east.



View to the west.

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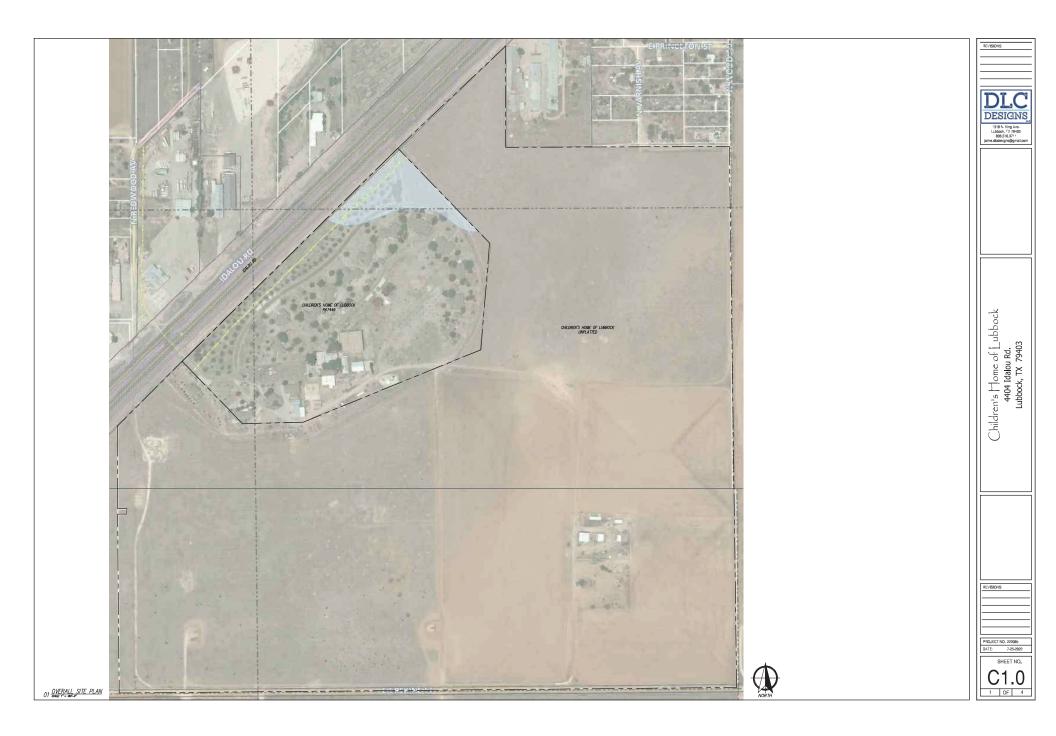


Project Information

Location or Address: 4404 Idalou Rd.	
Lots/Tracts: Lubbock Childrens Home Tr A & Blk A Sec 25 AB 50 SE/PT	
Survey & Abstract:	
Metes and Bounds Attached: Yes 🗹 No 🗆 Total Acreage of Request: 174.98	
Existing Land Use: Residential & Agricultural Existing Zoning: SF-2 Requested Zoning: Residential Estates (RE)	
If property is not subdivided, will a preliminary plat be submitted? Yes \Box No \boxdot	
Representative/Agent Information (if different from owner) Firm Name: DLC Designs, LLC Name: Amanda J King	
Address: 1318 N King Ave City: Lubbock State: TX	
ZIP Code: 79403 Telephone: 806-518-0207 Email: amanda.dlcdesigns@gmail.co	m
Applicant's Signature: Amanda J King	_
Owner Information	
Firm Name: Children's Home of Lubbock	
_{Owner:} Contact: Jimmy Moore	
Address: 4404 Idalou Rd City: Lubbock State: TX	
ZIP Code: 79403 Telephone: 806-535-8161 Email:	
Property Owner's Signature: Date: 08/27/2024 Printed Name: Jimmy Moore	_
Preparer Information	
Preparer's Signature:	
Date: 08/27/2024 Printed Name: Jimmy Moore	
For City Use Only	
Zone Case No: Planning and Zoning Commission Date:	
Request for zoning change from: To: To:	
Lots:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:_Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks	
Addition:	

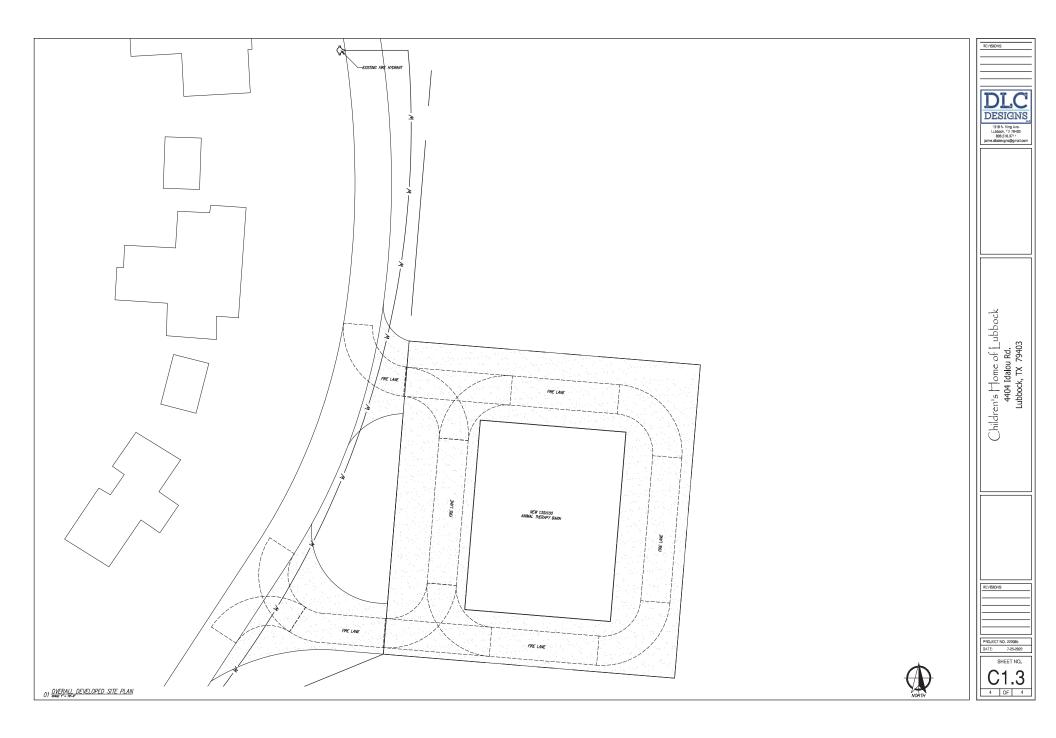
protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

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.









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

3487

zone change requested by	y: P&Z Case No.:
In Favor 🛛 💢	

Opposed

Reasons and/or Comments:

Print Name Ricky L Duolly Signature: <u>Ricky & Dudly</u> Address: <u>4305-unit G 45</u> Address of Property Owned: <u>4305-</u> Phone Number: <u>806-788-1173</u> Email: <u>Rickie d 69 A Gmad</u> .	1307 Com
Zone Case Number: 3487 R315055 DUDLEY, RICKIE 4305 IDALOU RD BLDG G LUBBOCK TX 79403	Recipient 10 of 38 RECEIVE SEP 2 4 2024

BY:

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.

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Please check one of the following to indicate if you are in favor of, or opposed to, the

P&Z Case No.:

3487

In Favor

Opposed

Reasons and/or Comments:

zone change requested by:

Print Name	J	imny	moore		
Signature:	Δ	ano	\sim		
Address:	\bigcirc	4404	Idulau	Road	l
					0 SE/PT ALS: 142.29
Phone Numbe	er:	306)76	2-0481	ext	.208
Email:	mo	oreec	childshom	eiony	
Zone Case Nu	mber: 3	3487	R84927		Recipient 37 of 38
CHILDRENS H	OME OF	LUBBOCK			
PO BOX 2824					
LUBBOCK	ΤX	79408-282	4		

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3487

zone change requested by: P&Z Case No.:

In Favor

Opposed

Reasons and/or Comments:

Print Name	J	immy	Moore		
Signature:	A	proon			
Address:	\cup	4404	Idalou	Road	
Address of Proj	perty	Owned: <u>BL</u>	KASEC 25	AB SOTR I	+
Phone Number:		806)76	2-0481	ext. 208	8
Email:	m	oore @	childsho	me.org	
Zone Case Num	ber: 3	3487	R72706		Recipient 36 of 38
CHILDRENS HO	ME OF	= LUBBOCK			
PO BOX 2824					
LUBBOCK	ΤX	79408-2824			

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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

3487

zone change requested by: P&Z Case No.:

In Favor

Opposed ____

Reasons and/or Comments:

V

Print Name	J	imm	y Moor	re	
Signature:		ma	on		
Address:	\bigcirc	440	4 Idalo	in Road	
Address of Pro	operty	Owned:	BUK ASEC	25 AB 50	TR IOH
Phone Numbe	er: (B	66) 7	62-048	ol ext.	208
Email:				some . or	
Zone Case Nur	nber: 3	3487	R72443		Recipient 33 of 38
CHILDRENS H	OME OF	LUBBOCK			
PO BOX 2824					
LUBBOCK	ΤX	79408-28	324		

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.: 3487

In Favor

Opposed ____

Reasons and/or Comments:

Print Name	J	immy	Moore	<u>ر</u>	
Signature:	×1	noor			
Address:	<u> </u>	4404	Idalou	Road	L
Address of Pro	operty	Owned:	- UBBOCK C	ITI (J)RI	ENS HOME TR B
Phone Number	r: (8	06)70	2-048	ex.	f. 208
Email:j	moo	reec	hildshome	. org	
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PO BOX 2824 LUBBOCK	TV	79408-282	1		
LUDDUCK	17	/ 3400-202	.7		

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.

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Please check one of the following to indicate if you are in favor of, or opposed to, the

3487

zone change requested by: P&Z Case No.:

In Favor

Opposed

Reasons and/or Comments:

V

Print Name	5	MMY	Moore		
Signature:	A	noo	i -		
Address:	\cup	4404	Fdulon	Road	
	1 V				HOME TRA
Phone Numbe	er: <u>(</u> 8	306)	762-04	Bl ext	. 208
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Zone Case Nur	mber: 3	3487	R41210		Recipient 13 of 38
CHILDRENS H	OME OF	= LUBBOCk	K		
PO BOX 2824					
10 000 2021					



10/22/2024:

Information

Agenda Item

Public Hearing - Planning (District 2): Consider a request for Zone Case 2565-H, a request of Indira and Vipul Patel, for a zone change from Heavy Commercial District (HC) to Medium Density Residential District (MDR), at 5930 Avenue Q South Drive and 5903 Avenue L, located east of Avenue L and south of 58th Street, Carlton Heights Addition, Block A and approximately 8.16 acres of unplatted land out of Block E, Section 2, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of this request. The Planning and Zoning Commission heard this case on October 3, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager Kristen Sager, Director of Planning Planning and Zoning Commission

Attachments

Ordinance 2565-H Staff Report 2565-H Documentation 2565-H

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2565-H; A ZONING CHANGE FROM HC TO MDR ZONING DISTRICT AT 5930 AVENUE Q SOUTH DRIVE AND 5903 AVENUE L, LOCATED EAST OF AVENUE L AND SOUTH OF 58TH STREET, CARLTON HEIGHTS ADDITION, BLOCK A AND APPROXIMATELY 8.16 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 2, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the <u>Lubbock Avalanche-</u> 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. 2565-H

SECTION 1. THAT Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from HC to MDR zoning district at 5930 Avenue Q South Drive and 5903 Avenue L, located east of Avenue L and south of 58th Street, Carlton Heights Addition, Block A and approximately 8.16 acres of unplatted land out of Block E, Section 2, City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on ______.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

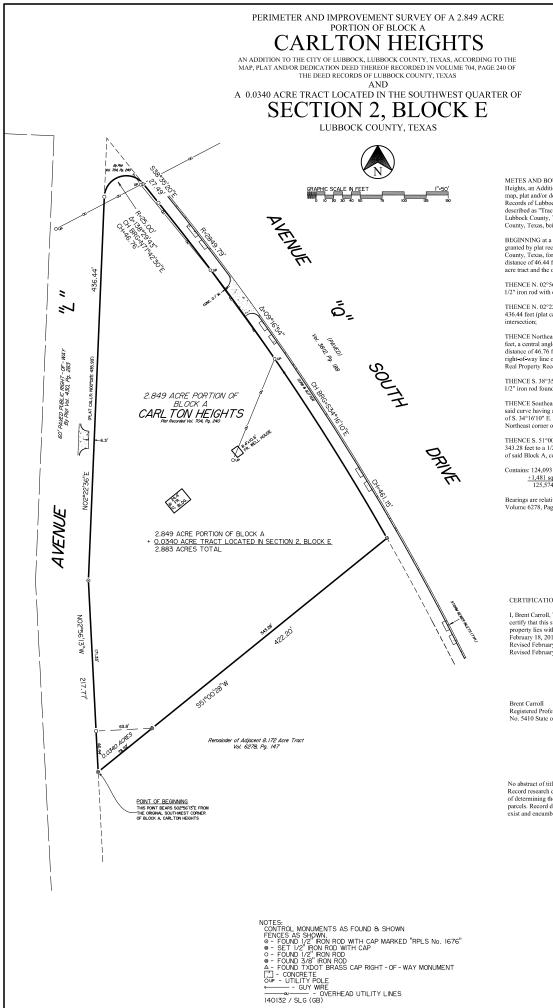
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Aunie

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2565-H October 3, 2024



METES AND BOUNDS DESCRIPTION of a 2.849 acre portion of Block A, Carlton Heights, an Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 704, Page 240 of the Deed Records of Lubbock County, Texas and a 0.0240 acre tract out of a 8.172 are tract described as "Tract 2" in Volume 6278, Page 147 of the Real Property Records of Lubbock County, Texas, each and the set of the Real Property Records of Lubbock County, Texas, set in the Subtwork Quarter of Section 2, Block E, Lubbock County, Texas, being further described as follows:

Exhibit "A"

BEGINNING at a 1/2" iron rod with cap set in the East right-of-way line of Avenue "L", granted by plat recorded in Volume 430, Page 283 of the Deed Records of Lubbock County, Texas, for the Southwest corner of this tract which bears S. 02"56'13" E. a distance of 46.44 feet from a 1.2" iron rod found at the Northwest corner of said 8.172 acre tract and the original Southwest corner of said Block A;

THENCE N. 02°56'13" W., along said East right-of-way line distance of 171.33 feet to a 1/2" iron rod with cap marked "RPLS No. 1676" found at a point of intersection;

THENCE N. 02°22'36" E., continuing along said East right-of-way line, a distance of 436.44 feet (plat calls: N. 00°02' E. 435.93 feet) to a 1/2" iron rod found at a point of intersection.

THENCE Northeasterly, around a curve to the right, said curve having a radius of 25.00 feet, a central angle of 138°29/43", a chord bearing of N. 71°42'30" E. and a chord distance of 46.76 feet to a TXDOT brass cap right-of-way monument found in the West right-of-way line of Avenue "0" south Dirve, as described Volume 3812, Page 188 of the Real Property Records of Lubbock County, Texas, at a point of intersection;

THENCE S. $38^{\circ}35'20^{\circ}$ E., along said West right-of-way line, a distance of 27.49 feet to a $1/2^{\circ}$ iron rod found at a point of intersection;

THENCE Southeasterly, along said West right-of-way line, around a curve to the right, said curve having a radius of 2849.79 feet, a central angle of 0.9°16'54", a chord bearing of S. 34°16'10' E. and a chord distance of 46.115 feet to a 3.8° iron rof found at the Northeast corner of said 8.172 acre tract and the Southeast corner of this tract;

THENCE S. 51°00'28" W., along the Northern boundary of said 8.172 acre tract, at 343.28 feet to a 1/2" iron rod with cap set for a corner of said 8.172 acre tract and a corner of said Block A, continuing for a total distance of 422.20 feet to the Point of Beginning.

Contains: 124,093 square feet in Block A +1,481 square feet in Section 2, Block E 125,574 square feet total or 2.883 acres total

Bearings are relative to the Southern boundary of a 8.172 acre tract as described in Volume 6278, Page 147 of the Real Property Records of Lubbock County, Texas.

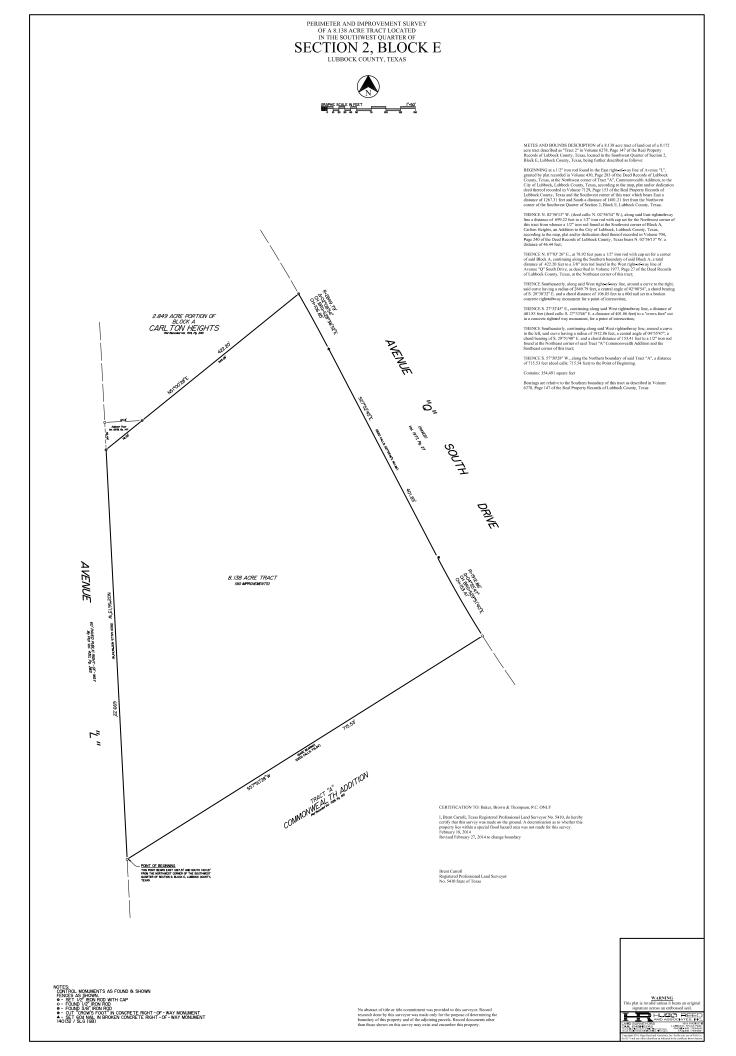
CERTIFICATION TO: Baker, Brown & Thompson, P.C. ONLY

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey. February 18, 2014 Revised February 27, 2014 to change boundary Revised February 28, 2014 to correct plat.

Brent Carroll Registered Professional Land Surveyor No. 5410 State of Texas

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





Staff Report		Zone Case 2565-H
City Council Meeting		October 22, 2024
Applicant	Indira and Vipul Patel	

	I
Property Owner	Indira and Vipul Patel
Council District	2

Recommendations

• Staff recommends approval of the request.

Prior Board or Council Action

- December 15, 1949, Ordinance No. 947: The subject properties were annexed into city limits and zoned Heavy Manufacturing District (M-2).
- August 14, 1986, Zone Case 2565, Ordinance No.8947: The subject properties were rezoned from M-2 to Interstate Highway Commercial District (IHC).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject properties were rezoned from IHC to Heavy Commercial District (HC) with the adoption of the Unified Development Code.
- October 3, 2024, Zone Case 2565-H: The Planning and Zoning Commission recommended approval of a zone change from HC to Medium Density Residential District (MDR), by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 69
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The northern subject property is addressed as 5930 Avenue Q South Drive and was platted as Carlton Heights Addition, Block A on August 13, 1958. The southern property is addressed as 5903 Avenue L and consists of approximately 8.16 acres of unplatted land out of Block E, Section 2. 5930 Avenue Q South Drive was developed with a nursery, built before December 1955. The structure was demolished prior to 2022. 5903 Avenue L is currently undeveloped vacant land.

Adjacent Property Development

The properties to the north are developed with a car wash and apartments, zoned HC and High Density Residential District (HDR) respectively. The properties to the east are developed with hotels, zoned HC. The property to the south is a hospital, zoned HC. The properties to the west are single-family homes, zoned Low Density Single-Family District (SF-2).

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 5930 Avenue Q South Drive and 5903 Avenue L, located east of Avenue L and south of 58th Street, Carlton Heights Addition, Block A and approximately 8.16 acres of unplatted land out of Block E, Section 2. The applicant requests a zone change from Heavy Commercial District (HC) to Medium Density Residential District (MDR).

Current zoning:	Heavy Commercial District (HC)
Requested zoning:	Medium Density Residential District (MDR)

Intent Statements

The purpose of the current HC zoning is "to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise."

The intent of the requested MDR zoning is "to provide for a village neighborhood environment of smaller-sized lots, to include dwellings such as duplexes, townhouses, and multiplexes."

Traffic Network/Infrastructure Impacts

The property is located east of Avenue L, which is designated as a Local Street and west of Avenue Q South Drive, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Principal Arterials provide connectivity across the transportation network serving high volume needs of local and regional traffic. Local Streets typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. Currently the property is near low density and high density residential districts. The applicant is proposing an apartment complex.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Commercial land uses. While this request does not conform to this designation, it would be appropriate as a buffer for the existing single-family homes from Avenue Q South Drive. Therefore, this request is in moderate conformance with the Comprehensive Plan Principles.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed district, as it would not change the characteristics of the existing neighborhood.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and Supporting Documentation

Staff Contacts

Victoria Lewelling Planner Planning Department 806-775-2021 vlewelling@mylubbock.us Victor Escamilla Planning and Zoning Manager Planning Department 806-775-3029 vescamilla@mylubbock.us



Allowable Uses:

Medium Density Residential District (MDR)

Transportation:

The proposed development has access points from Avenue Q South Drive and Avenue L.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Avenue Q South Drive, Principal Arterial, Completed	R.O.W. 170 feet, eight- lane, divided, paved	R.O.W. 110 feet, five- lane, divided, paved
Avenue L, Local Street, Completed	R.O.W. 60 feet, two-lane, undivided, paved	N/A

Engineering Comments:	No comments.	
Public Works Comments:	No comments.	
Building Safety Comments:	No comments.	

Building Safety Comments: No comments

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 2

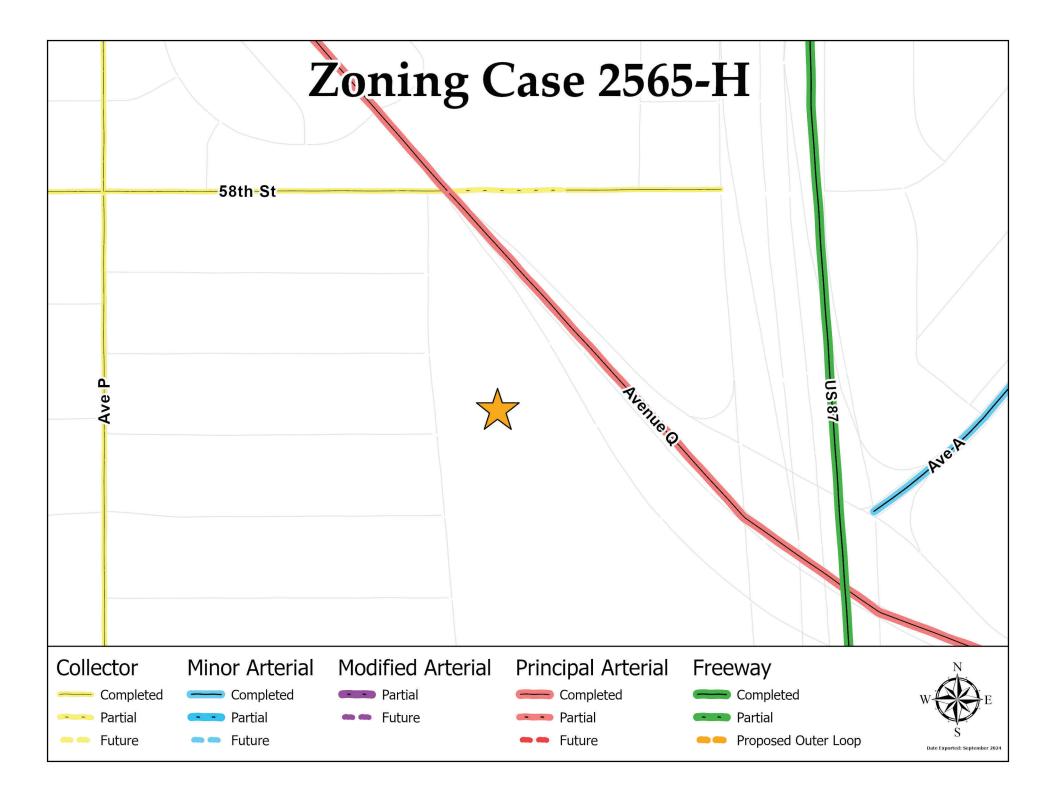
- 3.3 **Zone Case 2565-H**: Indira and Vipul Patel, request for a zone change from Heavy Commercial District (HC) to Medium Density Residential District (MDR), at:
 - 5930 Avenue Q South Drive and 5903 Avenue L, located east of Avenue L and south of 58th Street, Carlton Heights Addition, Block A and approximately 8.16 acres of unplatted land out of Block E, Section 2.

PLANNER VICTORIA LEWELLING gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

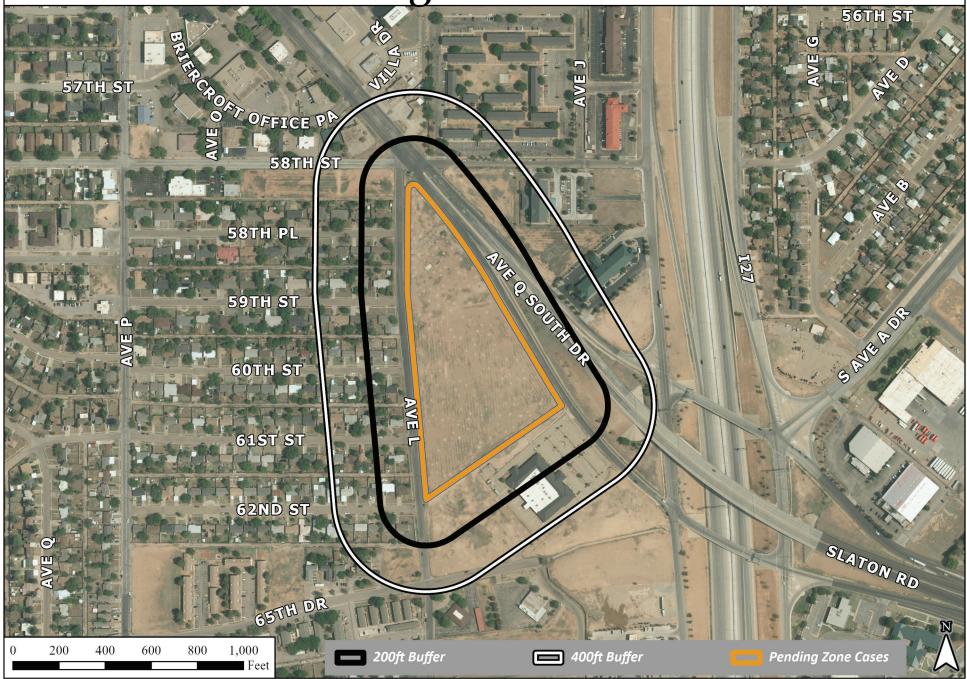
APPLICANT VINME PATEL, 501 Avenue Q, discussed the proposed apartment complex and answered questions from the Commission.

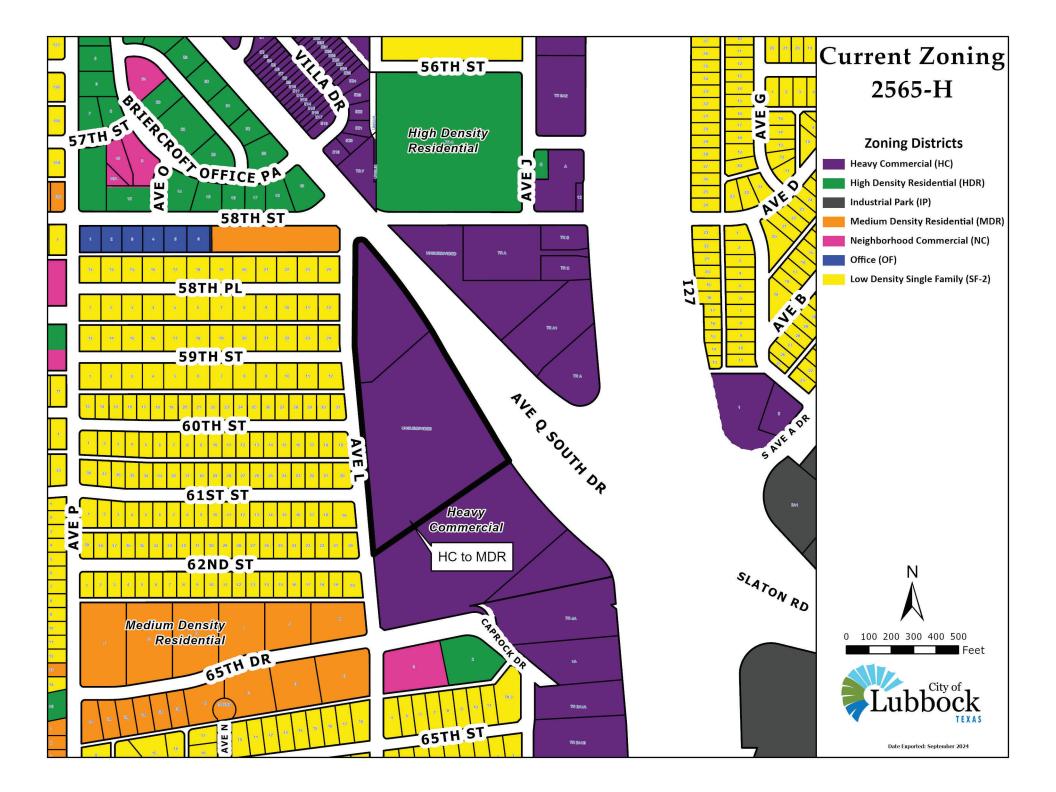
No one appeared to speak in favor or in opposition.

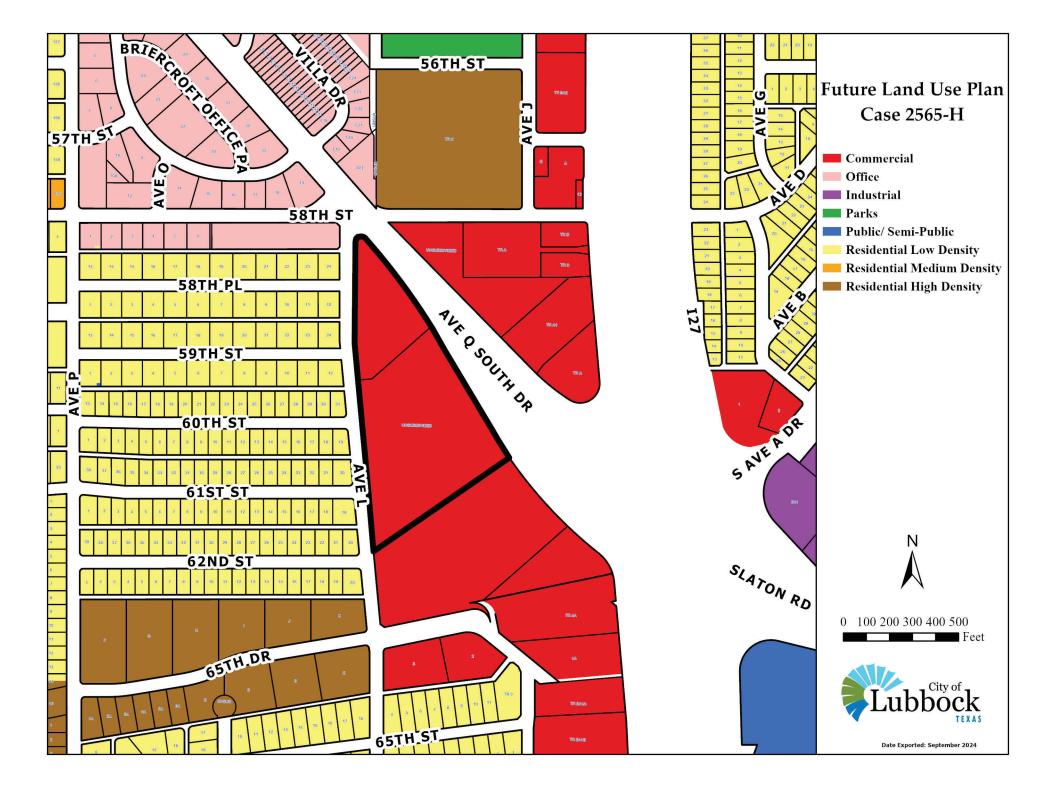
In the matter of **Zone Case 2565-H**, a motion was made by **SUSAN TOMLINSON** and seconded by **ZACH SAWYER** to approve the request as presented. The Commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.



Zoning Case 2565-H







2565-Н



View east. Subject property.



View north.





View south.

View west.

City of Lubbock Lubbock Planning Department PO Box 2000 / 1314 Avenue K Lubbock, TX 79457 PLANNING APPLICATION FOR ZONING CHANGE
Project Information R78662 R100196
Location or Address: 5903 AVEL, 5930 AVEQ
Lots/Tracts:
Survey & Abstract:
Metes and Bounds Attached: Yes 🗆 No 💷 Total Acreage of Request: <u>12</u>
Existing Land Use: Existing Zoning:HC
Requested Zoning: MDR
If property is not subdivided, will a preliminary plat be submitted? Yes D No D
Representative/Agent Information (if different from owner)
Firm Name:
Name:
Address: City: City: State:
ZIP Code: Telephone: Email:
Applicant's Signature:
Date: Printed Name:
Owner Information
Firm Name:
Owner: INDIRA & VIPUL PATEL
Address: SOI AVE O City: LYBBOCK State: TX.
ZIP Code: $\frac{19401}{\text{Telephone: } 806 - 445 - 5162}$ Email: $\frac{100 - \sqrt{1P}}{\sqrt{9}4h^{\circ}}$
Property Owner's Signature: Mni & Part
Date: 7/23/24 Printed Name: INDERA PATEL
Preparer Information
Preparer's Signature:
Date: Printed Name: INIPIRA PATEL
For City Use Only
Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from: To: 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 <u>cityplanning@mylubbock.us</u>.



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Public Hearing - Planning (District 4): Consider a request for Zone Case 1542-V, a request of Lubbock Smoke Shop, LLC for Lubbock Commercial Buildings, Inc., for a zone change from Neighborhood Commercial District (NC) to Neighborhood Commercial District (NC) Specific Use for a smoke shop, at 7310 Quaker Avenue located west of Quaker Avenue and north of 74th Street, Furr Wolf Addition, Block 2, Lot 2-A-1-B, 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 October 3, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager Kristen Sager, Director of Planning Planning and Zoning Commission

Attachments

Ordinance 1542-V Staff Report 1542-V Documentation 1542-V

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1542-V; A ZONING CHANGE FROM NC TO NC SPECIFIC USE FOR A SMOKE SHOP, AT 7310 QUAKER AVENUE LOCATED WEST OF QUAKER AVENUE AND NORTH OF 74TH STREET, FURR WOLF ADDITION, BLOCK 2, LOT 2-A-1-B, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the <u>Lubbock Avalanche-Journal</u> more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 1542-V

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 NC Specific Use for a smoke shop zoning district at 7310 Quaker Avenue located west of Quaker Avenue and north of 74th Street, Furr Wolf Addition, Block 2, Lot 2-A-1-B, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 2023-O0054, as

amended, including particularly, but not limited to, Section 39.07.012 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the NC zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 39.02.019 and Table 39.02.016-1 of Codified Zoning Ordinance No. 2023-O0054 on the property described as **7310 Quaker Avenue located west of Quaker Avenue and north of 74th Street, Furr Wolf Addition, Block 2, Lot 2-A-1-B, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

VOL Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Susire

Kelli Leisure, Senior Assistant City Attorney

vw/CityAtt/Kelh/Zones/ZC1542-V October 3, 2024

Staff Report		Zone Case 1542-V
City Council Meeting		October 22, 2024
Applicant	Lubbock Smoke Shop LLC	

<u>Applicant</u>	Lubbock Smoke Shop LLC
Property Owner	Lubbock Commercial Buildings, Inc.
Council District	4

Recommendations

• Staff recommends approval of the request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 002535: The subject property was annexed into city limits and zoned Transition District (T).
- June 11, 1959, Zone Case 0769, Ordinance No. 002813: The property was rezoned from T to Single-Family District (R-1).
- July 11, 1968, Zone Case 1542, Ordinance No. 005486: The property was rezoned from R-1 to Local Retail District (C-2) with conditions.
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from C-2 with conditions to Neighborhood Commercial District (NC) with the adoption of the Unified Development Code.
- October 3,2024, Zone Case 1542-V: The Planning and Zoning Commission recommended approval of a request for Specific Use for a smoke shop on property zoned Neighborhood Commercial District (NC), by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 29
- Received In Favor: 0
- Received In Opposition: 8 (1 outside of the notification boundary)

Site Conditions and History

The subject property was originally platted on January 12, 1979 as Furr-Wolf Addition, Block 2, Lot 2. The property was later replatted as Lot 2-A and Lot 2-A-1 on January 11, 1984 and April 29, 1986, respectively. The property was finally replatted on July 22, 1987, as Furr-Wolf Addition, Block 2, Lot 2-A-1-B and is currently developed with a commercial building, built in 2003.

Adjacent Property Development

To the north of the subject property is a restaurant zoned Heavy Commercial District (HC), to the east is commercial property zoned Auto-Urban Commercial District (AC), to the south is an apartment complex zoned High Density Residential District (HDR) and commercial property zoned NC, and to the west are commercial properties zoned NC.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7310 Quaker Avenue, located west of Quaker Avenue and north of 74th Street, Furr-Wolf Addition, Block 2, Lot 2-A-1-B. The applicant is requesting a zone change from Neighborhood Commercial District (NC) to Neighborhood Commercial District (NC) Specific Use for a smoke shop.

Current zoning:

Neighborhood Commercial District (NC)

Requested zoning:

Purpose Statements

The purpose of the Neighborhood Commercial District (NC) is "to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses."

The purpose of a Specific Use approval is "to ensure that a use that generally deemed incompatible with permitted uses in a given zoning district can be considered for approval with certain conditions placed on the use as denoted in this Section [39.02.019]."

Traffic Network/Infrastructure Impacts

The location is on Quaker Avenue, which is designated as a Principal Arterial, and 74th Street, which is designated as a Collector, by the Master Thoroughfare Plan, 2018. Principal Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Collectors provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property

The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development. The applicant is requesting the Specific Use to allow for a smoke shop.

Conformance with Zoning Ordinance

The proposed Specific Use is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed Specific Use, as it would not change the characteristics of the existing commercial development.

<u>Attachments</u>

- 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

Gregory Hernandez Planner Planning Department 806-775-3147 <u>ghernandez@mylubbock.us</u>

Victor Escamilla Planning and Zoning Manager Planning Department 806-775-3029 vescamilla@mylubbock.us



Allowable Uses:

Neighborhood Commercial District (NC); Specific Use for a Smoke Shop

Transportation:

The proposed development has points of access from 74th Street and Quaker Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Quaker Avenue, Principal Arterial, Completed	R.O.W. 105 feet, seven- lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
74 th Street, Collector Street, Completed	R.O.W. 60 feet, three-lane, Undivided, paved	R.O.W. 64 feet, four-lane, Undivided, paved

Engineering Comments:	No comments.	

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 4

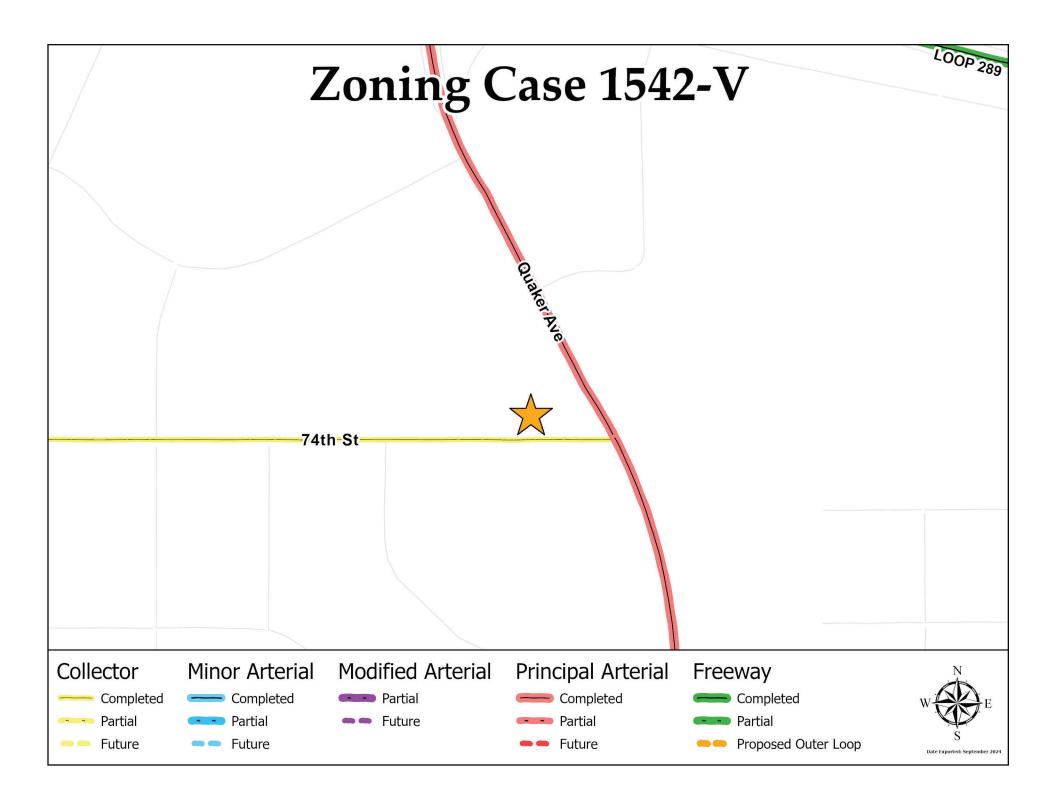
- 3.4 **Zone Case 1542-V:** Lubbock Smoke Shop LLC for Lubbock Commercial Buildings, Inc., request for a zone change from Neighborhood Commercial District (NC) to Neighborhood Commercial District (NC) Specific Use for a smoke shop, at:
 - 7310 Quaker Avenue located west of Quaker Avenue and north of 74th Street, Furr Wolf Addition, Block 2, Lot 2-A-1-B.

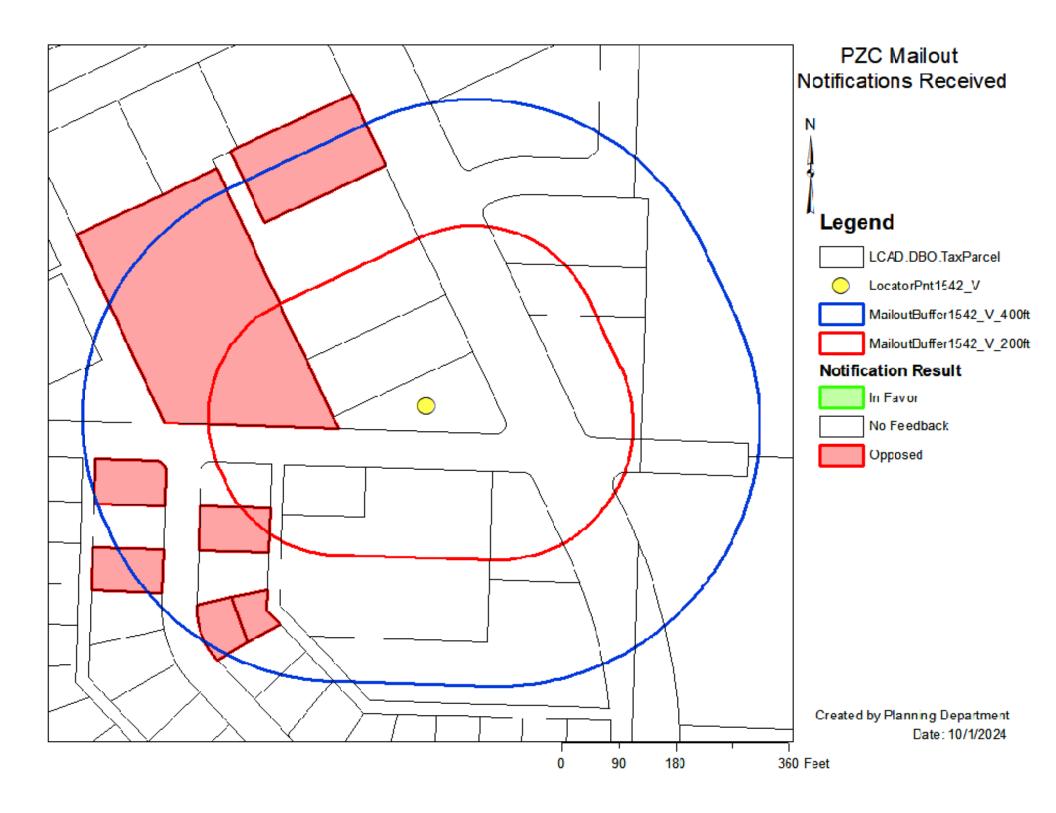
PLANNER GREGORY HERNANDEZ gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

APPLICANT ABU GHALAIN, 8491 Elm Street, in Omaha, Nebraska, provided examples of current smoke shops their company owns and gave comments about the proposed smoke shop.

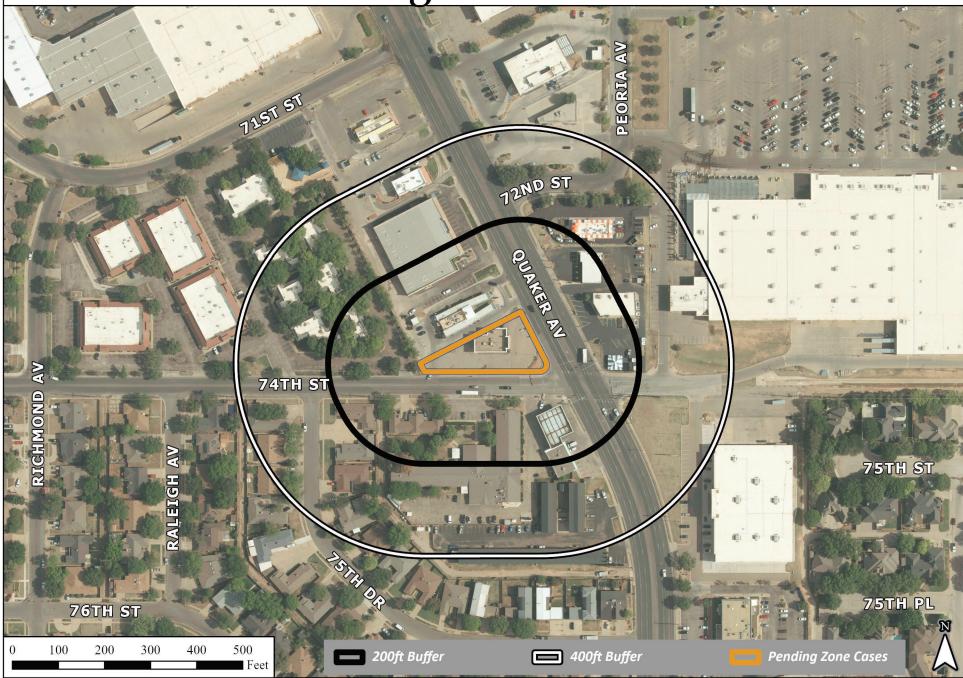
No one appeared to speak in favor or in opposition.

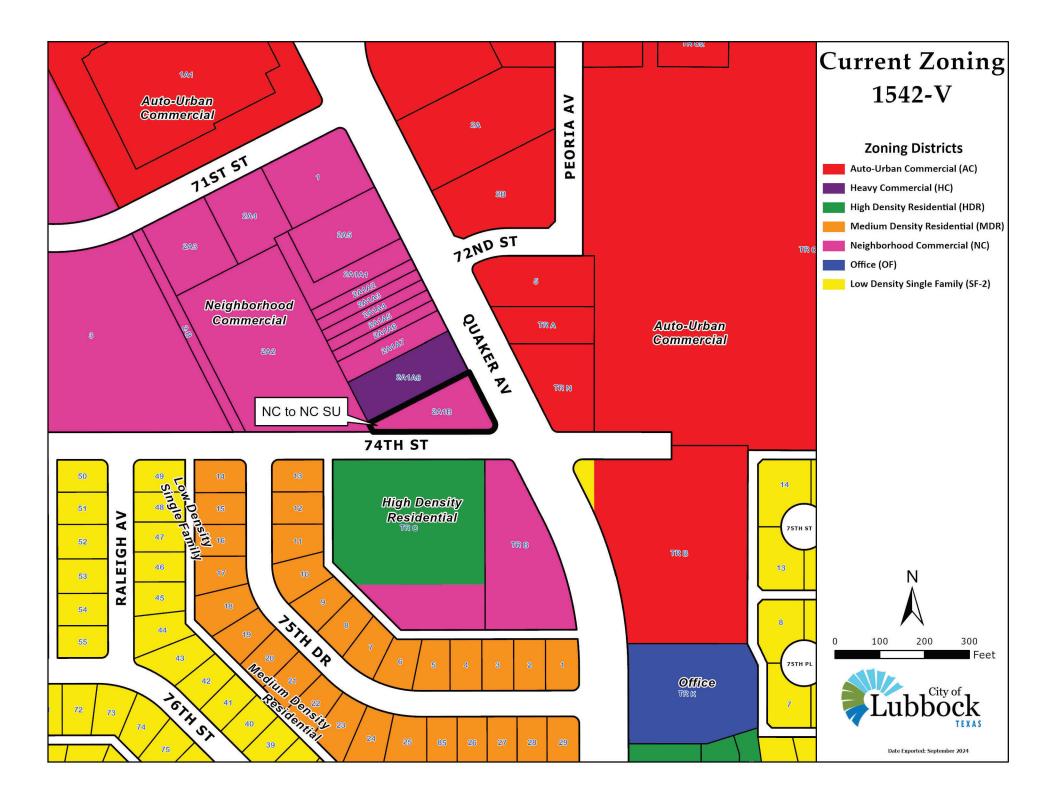
In the matter of **Zone Case 1542-V**, a motion was made by **ZACH SAWYER** and seconded by **SUSAN TOMLINSON** to approve the request as presented. The Commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.





Zoning Case 1542-V





1542-V



View west. Subject property.



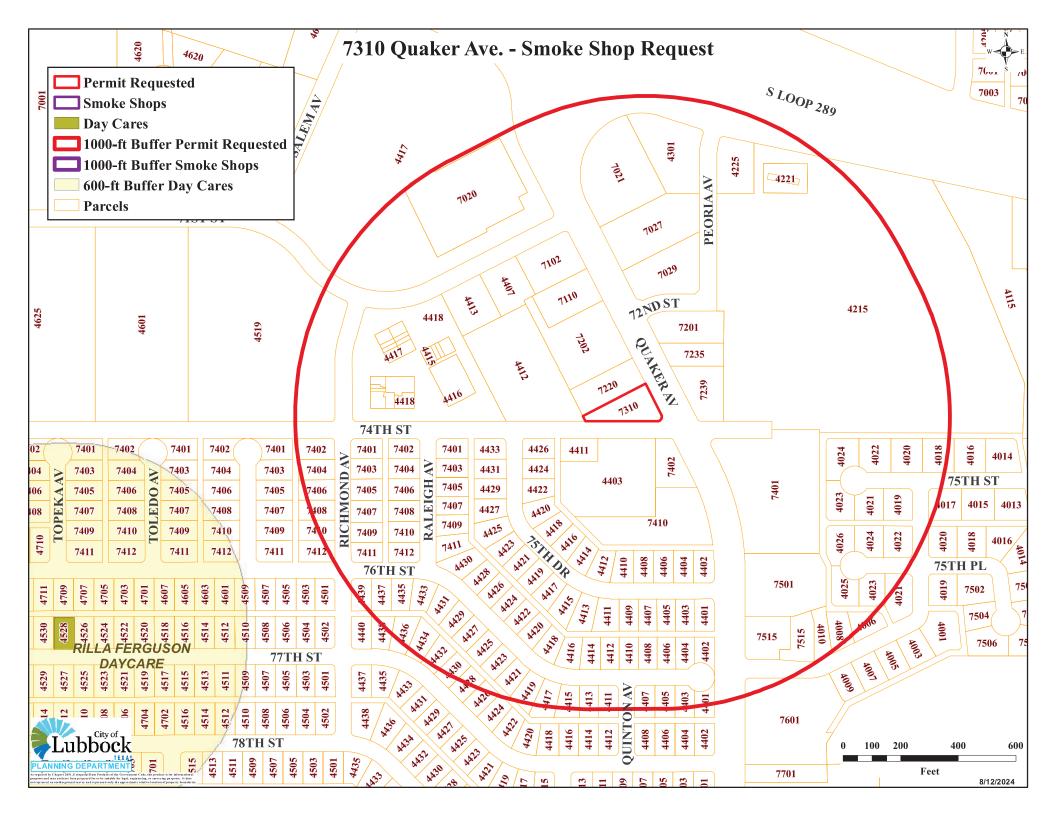
View south.





View west.

View east.











Docusign Envelope ID: C903B1B3-9EE4-4139-BE57-99A4C378DC04

Lubbook	Lubbock Planning Department PO Box 2000 / 1314 Avenue K		
Lubbock, TX 79457			
	APPLICATION FOR ZONING CHANGE		
roject Information	210 Queker Ave Lubbeck TV 70424		
	310 Quaker Ave, Lubbock, TX 79424		
Survey & Abstract:			
Metes and Bounds Atta	ched: Yes 🗆 No 🗆 Total Acreage of Request:		
Existing Land Use:	Existing Zoning:		
Requested Zoning: Ap	plying for a Limited use for a Smoke/Vape Shop		
If property is not subdiv	ided, will a preliminary plat be submitted? Yes \Box No \Box		
epresentative/Agent Inform	nation (if different from owner)		
	< Smoke Shop LLC		
_{Name:} _Hafdalla A			
Address: 430 Conne	er Grant Rd _{City:} New Bern _{State:} NC		
_{ZIP Code:} 28562	superTeylephone: 252-876-8417 Email: khlimited_service@outlook.com		
Applicant's Signature:	Hafdalla Ulalidal		
Date:8/8/2024	Printed Name: Hafdalla Alahdal		
wner Information			
_{Firm Name:} Lubboc	< Commercial Building, Inc.		
_{Owner:} _Ross Rus			
Address: 2737 82nd			
ZIP Code: 79423	Telephone.w.806-748-7310 Email: ross@lubbocklease.com		
Property Owner's Signa	12.00 12.01 ····		
8/8/2024 Date:			
reparer Information			
Preparer's Signature:	kim Chrisman		
	Printed Name: Kim Chrisman		
or City Use Only			
	Planning and Zoning Commission Date:		
	nge from: To: To: Blocks:		
	DIOCK3		
y signing this application, Applicant ag			

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at <u>cityplanning@mylubbock.us</u>.

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.: 1542-V

In Favor

Opposed

Reasons and/or Comments:

∇	
	-1.10
Print Name Grez Kanken	ship
Print Name	,
Signature: Any Dlanlops	γ
Address: 341575rca	
Address of Property Owned: 7/10 PHAC	er
Phone Number: 106-789-223	7
Email Special earburen	terprises, com
Zone Case Number: 1542-V R103735	Recipient 28 of 29
D-MAX PARTNERSHIP INC	*)
3811 110th ST	
LUBBOCK TX 79423	

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.

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Please check one of the following to indicate if you are in favor of, or opposed to, the

P&Z Case No.: zone change requested by: 1542-V

In Favor

Opposed

Reasons and/or Comments:

Х

suis property, it would create traffic congestion

Print Name Signature:	Ruth Ruth 4420	Scott	
Address: Address of Pr Phone Numbe Email:	operty Owned:	4420-A 795-564	75 × 01 +4
		R59161 20 75TH DR APT A 97	Recipient 17 of 29 RECEIVE SEP 2 5 2024

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.

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zone change requested by: P&Z Case No.: 1542-V

In Favor

Opposed

Reasons and/or Comments: There are already problems due to cans trying to turn in to sonic-Since there is limited parking where this smoke shop would be, this would add to the congestion and possibly cause accidents.

Cheral unnai Print Name Signature: Address: un. Address of Property Owned: 4420 Phone Number: (ROU) 0 amail-C Email: Cmcm 652 wha Recipient 25 of 29 Zone Case Number: 1542-V R171120 MCMURRAY CHERYL & RUTH SCOTT 4420 75TH DR APT B LUBBOCK TX 79424-2397 SEP 2 4 2024

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.

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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.: 1542-V

In Favor

X Opposed

Reasons and/or Comments:

It is not in the best interest of the hoppowners & owners (investors). Alsotenants.

Print Name Signature: Address:	Pamela Davela 6126 Los	S. TIT	zell , Lebback	72 79413
Address of Pro	operty Owned: 4	410754	Dr \$ 442	375th Dr
	r: <u>801-7</u>			
Email: <u>Par</u>	mitzella	DKW. Cor	γ	
Zone Case Nun RAFTER PT LLC 6126 LOUISVII LUBBOCK	C	R59341		Recipient 20 of 29 ECEIVE SEP 2 5 2024

BY:

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.

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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.: 1542-V

In Favor

Opposed ____

Reasons and/or Comments:

I am strongly opposed to the zone change under consideration because of the adverse effect this smake shop would have an this neighborhood. This is home for many people living in It area of the city, I belive that if this is allowed it will have a very negative effect regarding the value of the property, the future of the neighborhood, the living conditions for the people living here.

Please do not is low this proposed zone change. Print Name Lowell Bowman will. 1 mm Signature: Libbode. 4908-93" Arist TY 79474 Address: 4433-75-2 (Duplex) Istach Address of Property Owned: Drive Phone Number: _____ 806 - 789 - 753 Iswellbowman @ att. net Email: Zone Case Number: 1542-V Recipient 4 of 29 R59288 BOWMAN, LOWELL LOWELL BOWMAN 4908 93RD ST LUBBOCK TX 79424-4808 SEP 27 202

From: Lisa Flathers <lisa3cp@gmail.com>
Sent: Friday, September 27, 2024 8:43 AM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: P&Z Case No: 1542-V

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.

Good morning,

My name is Lisa Flathers and I own a 7 building commercial office complex at 4413 74th Street. My buildings occupy the land from 4412 71st Street to 4413 74th Street. I have received the notice that there will be a public hearing on Thursday, October 3rd in regards to a proposal for a zone change at 7310 Quaker Ave. This building is located directly to the east of my commercial buildings. It basically serves as the entrance to my property off of Quaker.

I am extremely against a zoning change for the purposes of a smoke shop at that location. I have 20 professional office tenants that desire a professional appearance around their offices. A smoke shop usually has large graphics, bold colors and graffiti on their building. We are also a non-smoking complex. My property is currently an A rated commercial property and I work diligently to maintain that rating in order to continue to attract professional occupants. I would greatly appreciate your strong consideration and contemplation to this zoning change.

Sincerely, Lisa Flathers L.V. Ventures, LLC 806 789-6495 mailing address: 5006 91st

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.

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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.: 1542-V

In Favor

Opposed

Not good so close to termilies with Children neighborhood!

	idley Trust Hay-nave Drive: Fairview, IX 7509 Drive; Lubbock, IX 19424
Zone Case Number: 1542-V R59212 GRIDLEY PHYLLIS JUNE FAMILY TRUST PHYLLIS JUNE GRIDLEY-NAV 369 PINE VALLEY DR FAIRVIEW TX 75069	Redplent 29 of 29

SEP 3 0 2024

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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.: 1542-V

In Favor

Opposed

Reasons and/or Comments:

See attached letter

Print Name	Lisa.	Flathers	5
Signature	ha	thin)	
Address:	4412	-714-51- C	510% 915 St.
Address of Prope	rty Owned:	4412-74	St to 441.3 715 St.
Phone Number: _	<u> </u>	789-6495	
Email:	<u>sa.3c</u>	p 6 amai	1.com)
Zone Case Numbe LV VENTURES LLC 5006 91ST ST		R55068	
	TX 79424		SEP 3 0 2024

BY:

COPPERTREE OFFICE COMPLEX 4412 74*Street Lubbock, Texas 79424 Mailing address: 5006 91* St. 79424

City of Lubbock Planning Department,

In Reference to P&Z Case No: 1542-V

Vote: **Opposed**

My name is Lisa Flathers and I own a 7 building commercial office complex at 4413 74th Street. My buildings occupy the land from 4412 71st Street to 4413 74th Street. I have received the notice that there will be a public hearing on Thursday, October 3rd in regard to a proposal for a zone change at 7310 Quaker Ave. This building is located directly to the east of my commercial buildings. It basically serves as the entrance to my property off of Quaker.

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My property is currently an A rated commercial property and I work diligently to maintain that rating in order to continue to attract professional occupants. I would greatly appreciate your strong consideration and contemplation to this zoning change.

Sincerely, Lisa Flathers L.V. Ventures, LLC 806 789-6495 mailing address: 5006 91st Street Lubbock, Texas 79424



Regular City Council Meeting 10/22/2024:

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 2651-B, a request of Westar Commercial Realty for SPSM, LTD, for a zone change from Industrial Park District (IP) to Heavy Commercial District (HC), at 5044 Frankford Avenue, located west of Frankford Avenue and north of 57th Street, Frankford Business Park Addition, Lot 6-B, 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 October 3, 2024, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager Kristen Sager, Director of Planning Planning and Zoning Commission

Attachments

Ordinance 2651-B Staff Report 2651-B Documentation 2651-B

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2651-B; A ZONING CHANGE FROM IP TO HC ZONING DISTRICT AT 5044 FRANKFORD AVENUE, LOCATED WEST OF FRANKFORD AVENUE AND NORTH OF 57TH STREET, FRANKFORD BUSINESS PARK ADDITION, LOT 6-B, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the <u>Lubbock Avalanche-Journal</u> more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2651-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 IP to HC zoning district at 5044 Frankford Avenue, located west of Frankford Avenue and north of 57th Street, Frankford Business Park Addition, Lot 6-B, 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

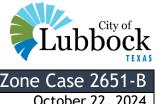
APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2651-B October 3, 2024



Staff Report		Zone Case 2651-B
City Council Meeting		October 22, 2024
Applicant	Westar Commercial Realty	
Property Owner	SPSM, LTD	

<u>Council District</u>

Recommendations

• Staff recommends approval of the request.

5

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into city limits and zoned Single-Family District (R-1).
- August 9, 1990, Zone Case 2651, Ordinance No. 9368: The subject property was rezoned from R-1 to Industrial Park District (IDP).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from IDP to Industrial Park District (IP) with the adoption of the Unified Development Code.
- October 3, 2024, Zone Case 2651-B: The Planning and Zoning Commission recommended approval of a zone change from IP to Heavy Commercial District (HC), by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 14
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was originally platted on August 7, 2001, as Frankford Business Park, Lot 6, and replatted on February 8, 2006, as Frankford Business Park, Lot 6-B. This property is developed with a shopping center that was built in 2003.

Adjacent Property Development

The properties to the north and south are zoned IP and are developed with a library and a fast-food restaurant. The properties to the east are zoned Light Industrial District (LI), and Heavy Commercial District (HC), and are developed with a self-storage facility and a Lowe's Home Improvement Store. To the west, the property is zoned Low Density Single-Family District (SF-2) and is a City park.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5044 Frankford Avenue, located west of Frankford Avenue and north of 57th Street. The applicant requests a zone change from Industrial Park District (IP) to Heavy Commercial District (HC).

Current zoning:	Industrial Park District (IP)

Requested zoning: Heavy Commercial District (HC)

Intent Statements

The intent of the current IP zoning is "...to provide for low-impact manufacturing, wholesaling, warehousing, and distribution activities that occur within enclosed buildings, typically within industrial park settings."

The intent of the requested HC zoning is "...to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise. The district should be located away from residential areas or, if unavoidable, should be heavily buffered."

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along Frankford Avenue. The Master Thoroughfare Plan, 2018 designates Frankford Avenue as a Minor Arterial. Arterials are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for "Commercial" land use. The proposed zone change to HC would be in conformance with the Commercial designation. This request would be appropriate next to adjacent land uses and the HC zoning to the east.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use and will not need additional public improvements to support the intensity of uses described in the Heavy Commercial District (HC).

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and Supporting Documentation

Staff Contacts

Ashley Padilla Planner Planning Department 806-775-2107 ashleypadilla@mylubbock.us Victor Escamilla Planning and Zoning Manager Planning Department 806-775-3029 vescamilla@mylubbock.us



Allowable Uses:

Heavy Commercial District (HC)

Transportation:

The proposed development has an access point from Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue, Minor Arterial, Completed	R.O.W. 100 feet, five-lane, undivided, paved	R.O.W. 100 feet, five- lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 5

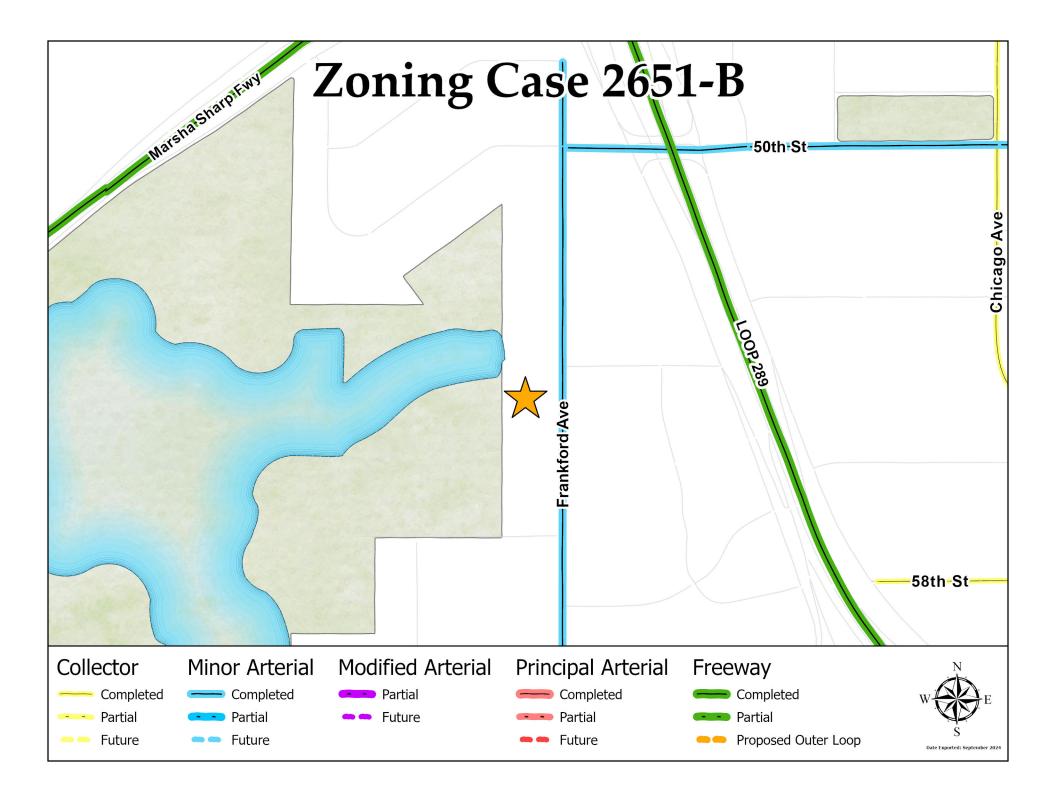
- 3.6 **Zone Case 2651-B:** Westar Commercial Realty for SPSM, LTD, request for a zone change from Industrial Park District (IP) to Heavy Commercial District (HC), at:
 - 5044 Frankford Avenue, located west of Frankford Avenue and north of 57th Street, Frankford Business Park Addition, Lot 6-B.

PLANNER ASHLEY PADILLA gave a presentation and answered questions from the Commission. Staff recommended approval of the request.

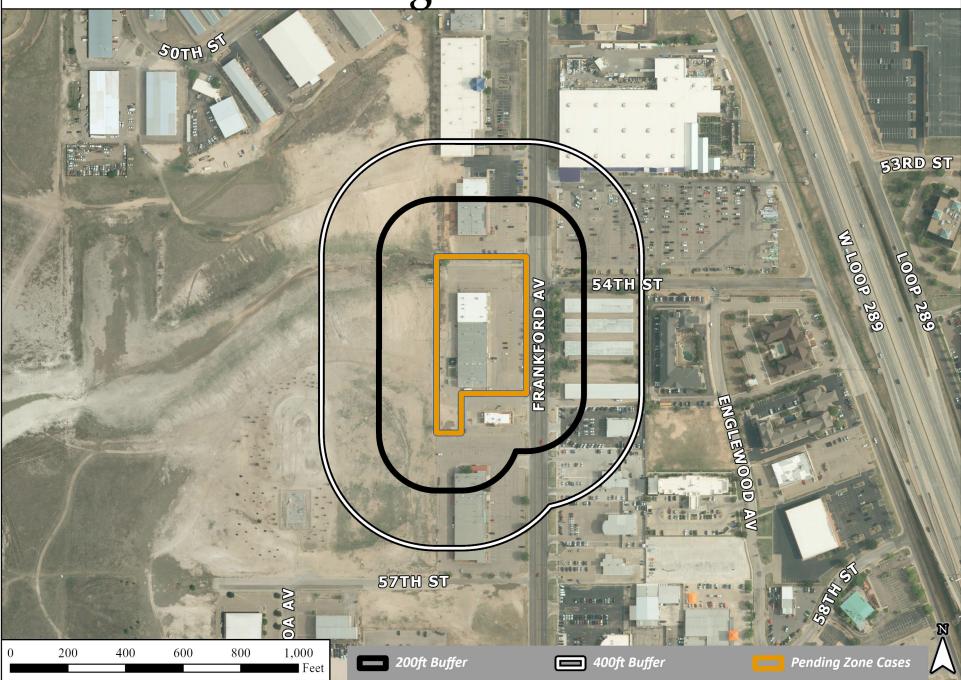
APPLICANT KEVIN WATT, Westar Commercial Realty, 5709 79th Street, gave comments and answered questions from the Commission.

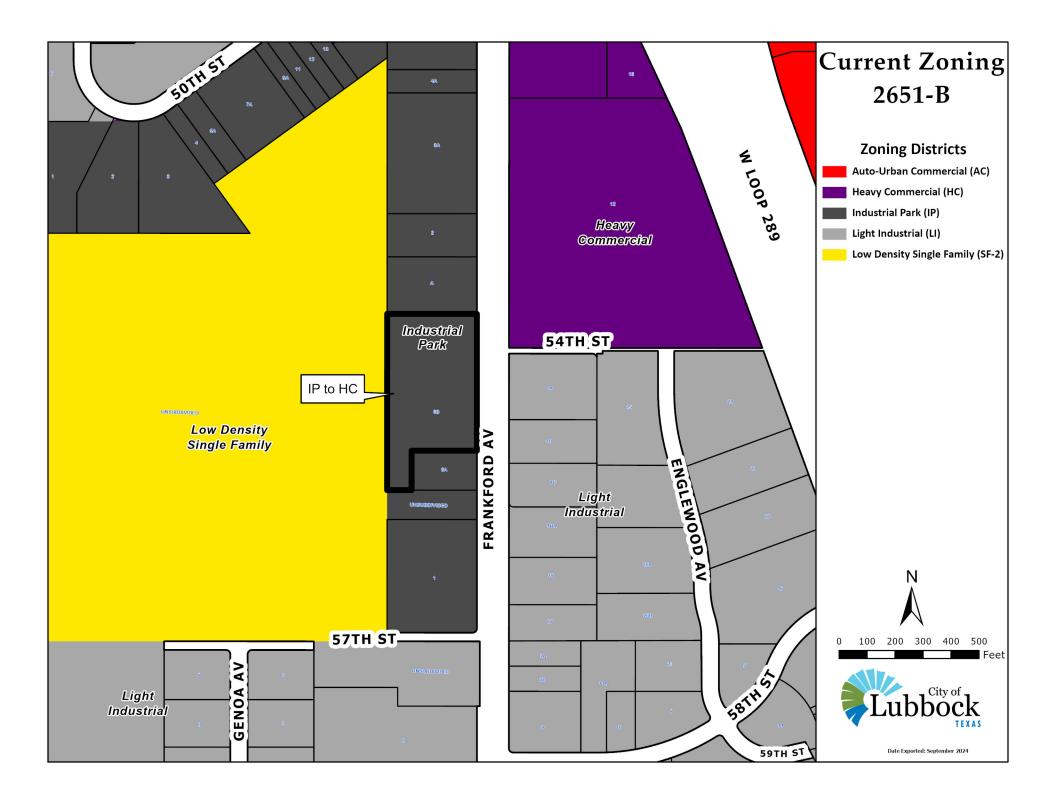
No one appeared to speak in favor or in opposition.

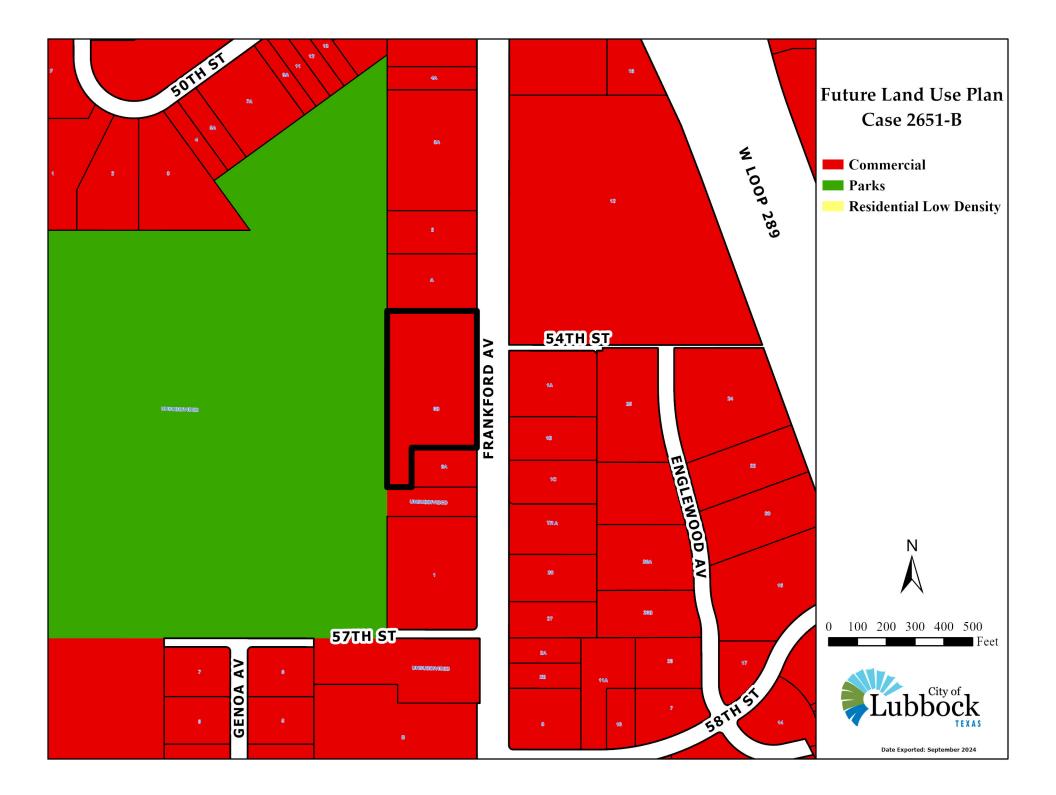
In the matter of **Zone Case 2651-B**, a motion was made by **TANNER NOBLE** and seconded by **SUSAN TOMLINSON** to approve the request as presented. The Commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.



Zoning Case 2651-B







2651-B



Subject Property. View to the west.



View to the east.



View to the north.



View to the south.



Project Information
Location or Address: 5044 Frankford
Lots/Tracts: FRANKFORD BUSINESS PARK L 6B
Survey & Abstract:
Metes and Bounds Attached: Yes 🗆 No 🗹 Total Acreage of Request: 3.6
Existing Land Use: Commercial/Warhouse Existing Zoning: IP
Requested Zoning: HC
If property is not subdivided, will a preliminary plat be submitted? Yes D No D
Representative/Agent Information (if different from owner)
Firm Name: Westar Commecial Realty
_{Name:} Kevin Watt
Address: 4416 74th #65 City: Lubbock State: Tx
ZIP Code: 79424 Telephone: 806-778-5072 Email: Kevin@Lubbockwestar.com
Applicant's Signature: An Walt
Date: 0/15/04 Printed Name: Kevin Watt
Owner Information
Firm Name: 3003 98TH STLUBBOCK, TX 79423-4003 SP3M, LTD
Owner: Rodney Warren
Address: 3003 98th City: Lubbock State: TX
ZIP Code: 79423 Telephone: 806-773-7623 Email: rwwarren01@aol.com
Property Owner's Signature: Karhehlang
Date: 8/15/24 Printed Name: Rodney Warren
Preparer Information
Preparer's Signature:
Date: Printed Name:
For City Use Only
Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from:To:To:
Lots:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:Blocks:_Blocks:Bloc
Addition:

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