City of Lubbock, Texas
Regular City Council Meeting
September 22, 2026

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

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

http://www.mylubbock.us

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

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

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

A quorum of the City Council will be physically present in City Council Chambers located in Citizens Tower, 1314 Avenue K, Lubbock, Texas. 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.

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12:30 p.m. - City Council convenes in City Council Chambers and immediately recesses into Executive Session.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.

1. 1. 1. Lake 7

1. 1. 2. Chapter 22 of the Lubbock City Code of Ordinances

1. 1. 3. Ordinance 2006-O00023 - Franchise Agreement with South Plains Electric Cooperative: South Plains Electric Cooperative’s Use of Public Right-of-Way

1. 1. 4. Quaker Avenue Development Agreement; Contract No. 17488; Code of Ordinances Chapter 41 Texas Local Government Code Chapter 395, Impact Fees - Notice of Claim

1. 1. 5. Application of Texas Local Government Code Chapter 212, Subchapter E

1. 1. 6. Lubbock City Charter, Article IV, § 1, Initiative and Referendum

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. Lake 7

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 Building Board of Appeals, Electric Utility Board, Health/Educational Facilities Development Corporation Board, Lubbock Emergency Communications District Board of Managers, and the Planning & Zoning Commission.

1. 4. Hold an executive session in accordance with Texas Government Code Sec. 551.0761 to discuss and deliberate on measures to protect a critical infrastructure facility.

1. 4. 1. Software related to Critical Infrastructure - Purchase Order 33002166 - City's network equipment refresh and replacement program

Adjourn from Executive Session

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

2. **Ceremonial Items**

2. 1. Invocation

2. 2. Pledges of Allegiance

2. 3. Special Recognition of First Responders

Call to Order

3. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on September 22, 2026. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. **Minutes**

4. 1. August 25, 2026 Regular City Council Meeting
September 1, 2026 Special City Council Meeting

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

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2026-O0117, Amendment 36, respecting the Valencia Public Improvement District Fund, to provide funding for playground mulch to replenish existing material and maintain the required fall protection zone, in accordance with nationally recognized playground safety standards.

5. 1. 1. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2026-O0118, amending Ordinance No. 2025-O0108, Exhibit "B" of the 2025 Service and Assessment Plan for the Valencia Public Improvement District, by including additional funding for mulch for the fall zone area of the park's swing set.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2026-O0121, Amendment 37, respecting the General Fund and Solid Waste Capital Project Fund, for the purchase of a Landfill Compactor Chassis.

5. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2026-O0122, Amendment 38, respecting the North Overton Tax Increment Financing Fund and the North Overton Tax Increment Financing Capital Project Fund to establish Capital Improvement Project 92994 for the construction, design and installation fo the Mac Davis Statue in the Mac Davis and Avenue X roundabout.

5. 3. 1. **Resolution - Business Development:** Consider a resolution approving the Mac Davis Statue Project and Installation Agreement, by and between the City of Lubbock and the Mac Davis Museum and Academy of Songwriting, Inc., at the intersection of the 2400 Block of Mac Davis Lane and the 600 Block of Avenue X.

5. 4. **Ordinance 2nd Reading - Business Development:** Consider Ordinance No. 2026-O0123, accepting and approving the 2026 Annual Service Plan Update to the Service and Assessment Plan, and an updated assessment roll for the Highland Oaks Public Improvement District.

5. 5. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2026-O0119, Amendment 39, respecting the Highland Oaks Public Improvement District Capital Project Fund, to establish Capital Improvement Project 93000, Highland Oaks Water Distribution Project.

5. 6. **Resolution - Finance:** Consider a resolution approving the assignment of private activity bond authority from the Lubbock Housing Finance Corporation to the Texas Department of Housing and Community Affairs, to facilitate a single-family mortgage origination program.

5. 7. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning a dedicated estate in a 2.185-acre tract of real property, located at the southwest corner of the intersection of 34th Street and Mackey Avenue, in the north half of Section 7, Block D-6, Lubbock County, Texas.

5. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with FADEV, LLC., for the purchase of a 1.1244-acre tract of land located in Section 21, Block E, Lubbock County, Texas, (Parcel 7), to be utilized for the 2024 Street Bond Project.

5. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with Grow Lubbock Development, LLC., for the purchase of a 1.1945-acre tract and a 0.6555-acre Slope Easement located in Section 21, Block E, Lubbock County, Texas, (Parcel 28, Parts 1 and 2), on the south side of 146th Street between Avenue X and Avenue U, to be utilized for the 2024 Street Bond Project.

5. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with KRT Cooper Ranch, LLC., a Texas limited liability company, for the purchase of a 1.2608-acre tract of land located in Section 21, Block E, Lubbock County, Texas (Parcel 30), on the south side of 146th Street between Avenue S and Avenue U, to be utilized for the 2024 Street Bond Project.

5. 11. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with Katherine Brown, for the purchase of a 0.0092-acre tract located in Section 42, Block AK, Lubbock County, Texas (Parcel 65), at the northwest corner of Upland Avenue and 26th Street, to be utilized for the 2022 Street Bond Project.

5. 12. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement, Contract 18001, and related documents, by and between the City of Lubbock and Parkhill, Inc., for the design of 66th Street from Alcove Avenue to Upland Avenue, to be utilized for the 2022 Street Bond Project.

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

5. 14. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and the National Foundation for the Centers for Disease Control and Prevention, Inc., to assist the City of Lubbock with the launch of a regional Community Health Worker Hub.

5. 15. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, Amendment No. 1, to Contract 18503, the HOME Investment Partnerships Program - American Rescue Plan Funding Agreement for Non-Congregate Shelters, by and between the City of Lubbock, Community Development and Serve Lubbock.

5. 16. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a Certificated Airline Operating Agreement, by and between the City of Lubbock and Federal Express, at Lubbock Preston Smith International Airport.

5. 17. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a Certificated Passenger Airline Operating Agreement and Terminal Building Lease, by and between the City of Lubbock and United Airlines, Inc., at Lubbock Preston Smith International Airport.

5. 18. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to accept a Fiscal Year 2026 Grant Agreement, and related documents, with the Federal Aviation Administration Surface Awareness Initiative, for the Acquisition and Installation of Vehicle Movement Area Transmitters at Lubbock Preston Smith International Airport, and granting signature authority to the Deputy City Manager and the First Assistant City Attorney.

5. 19. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a lease agreement, and related documents, by and between the City of Lubbock, a home rule municipality, and Webber LLC, for property at Lubbock Preston Smith International Airport.

5. 20. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor, or his designee, to execute a Fiscal Year 2027 Urban State Program Project Grant Agreement, Texas Department of Transportation Project No. URB 2702 (05), Project ID 51309020527, with the Texas Department of Transportation, for public transportation operating assistance.

5. 21. **Ordinance 2nd Reading - Business Development:** Consider adoption of the Nineteenth Supplemental Ordinance No. 2026-O0120, which supplements the Assessment Ordinance and approves and adopts the Annual Plan Update and the Updated Roll, for the Vintage Township Public Improvement District.

5. 22. **Resolution - Business Development:** Consider a resolution approving an economic development grant and contract of Lubbock Economic Development Alliance, with Seals Commercial Holdings, LLC, for project development and road extension, pursuant to Section 501.073 of the Texas Local Government Code.

5. 23. **Resolution - Business Development:** Consider a resolution approving an economic development grant and contract of Lubbock Economic Development Alliance, with Redemption Resourcing, LLC, for new job creation, pursuant to Section 501.073 of the Texas Local Government Code.

5. 24. **Resolution - Business Development:** Consider a resolution approving an economic development grant and contract of Lubbock Economic Development Alliance, with Ambrose Services, LLC and AMS 2027 BTS - Lubbock, TX LLC, including the conveyance of approximately 10.813 acres of land located within Lubbock Business Park, pursuant to Section 501.073 of the Texas Local Government Code.

5. 25. **Resolution - Emergency Management:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement, with the South Plains Association of Governments, to provide a Regional Tabletop Exercise Program for Rural Emergency Preparedness.

5. 26. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33002166, with SHI Capital, for a five-year lease purchase agreement for the City's network equipment refresh and replacement program.

5. 27. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33002164, with Mythics, LLC, for a two-year renewal and an optional third-year renewal of software licenses and maintenance support for the City financial management systems.

5. 28. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Contract 19800 with Scott's Complete Car Care for a secondary contract to provide maintenance and repair of the City's Light & Medium Duty Vehicles.

5. 29. **Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between the Lubbock Police Department and South Plains College, regarding Law Enforcement Services.

5. 30. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Memorandum of Understanding in the form of a FY2027 Asset Forfeiture Sharing Agreement, and related documents, and as a participant in the High Intensity Drug Trafficking Area USDEATask Force Group (Lubbock) with the United States Drug Enforcement Administration, Lubbock Resident Office, for equitable sharing of forfeited assets under the United States Department of Justice Equitable Sharing Program, by and between the City of Lubbock and the United States of America, by and through the United States Drug Enforcement Administration.

5. 31. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding in the form of an FY2027 Asset Forfeiture Sharing Agreement, and as a participant in the High Intensity Drug Trafficking Arca (HIDTA) Task Force Group (Lubbock), for equitable sharing of forfeited assets under the United States Department of Justice Equitable Sharing Program.

5. 32. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute a cooperative agreement in the form of an FY2027-FY2031 State & Local Task Force Agreement, and related documents, concerning the investigation and disruption of the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873, by and between the City of Lubbock and the United States of America, by and through the United States Drug Enforcement Administration.

5. 33. **Ordinance 1st Reading - City Secretary:** Consider an ordinance amending Chapter 2, Section 2.03.491 of the Code of Ordinances, regarding the establishment and membership of the City of Lubbock Building Board of Appeals.

5. 34. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a Real Estate Sales Contract, and other accompanying documents, by and between the City of Lubbock and Lubbock Riverwalk, LLC, to obtain ownership of real property located in Sections 1 and 10, Block S, Lubbock County, Texas, for the purpose of developing a future water supply for the City of Lubbock.

6. **Regular Agenda**

6. 1. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 0809-C, a request of AMD Engineering, LLC, for West Texas Land Guys, for a zone change from Auto-Urban Commercial District (AC) and High Density Residential District (HDR) to Low Density Single-Family District (SF-2), at 2820 North University Avenue, located east of University Avenue and north of Drake Street, on 8.43 acres of unplatted land out of Block A, Section 11, and consider an ordinance.

6. 2. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3558, a request of Rasmussen Development, Inc. for Timothy Mandrell, for a zone change from Low Density Single-Family District (SF-2) to High Density Residential District (HDR), at 6620 110th Street, located west of Milwaukee Avenue and north of 110th Street, on 1.85 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.

6. 3. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3559, a request of Hugo Reed and Associates, Inc. for Loop 88, LLC, for a zone change from Low Density Single-Family District (SF-2) to General Industrial District (GI), at 7401 Alcove Avenue, located east of Alcove Avenue and north of 76th Street, on 33.3 acres of unplatted land out of Block AK, Section 31, and consider an ordinance.

6. 4. **Public Hearing - Planning (District 6):** Consider a request for Zone Case 2538-UU, a request of Seventeen Services, LLC, for JKC Ranch, LLC, for a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC), at 8805 and 8825 34th Street, located south of 34th Street and west of Inler Avenue, on 25.87 acres of unplatted land out of Block D-6, Section 7, and consider an ordinance.

6. 5. **Public Hearing - Planning (District 6):** Consider a request for Zone Case 2538-VV, a request of Max Dreasher, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 7729 19th Street, located east of Alcove Avenue and south of 19th Street, Dreasher Addition, Lot 1, and consider an ordinance.

6. 6. **Resolution - Planning:** Consider a resolution amending the Special Projects in Neighborhoods (SPIN) Program, in conjunction with the Neighborhood Planning Program, which provides up to $10,000 in funding for neighborhood-initiated projects on City property.

6. 7. **Public Hearing - Business Development:** Conduct a public hearing on the proposed 2026 Assessment Rate for the Northwest Passage Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Northwest Passage PID; approving, adopting, and filing with the City Secretary the assessment roll; levying the 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and the owners thereof; and providing for the collection of the assessments.

6. 8. **Public Hearing - Business Development:** Conduct a public hearing and consider a resolution adopting the City of Lubbock Commercial Tax Abatement Guidelines and Criteria.

6. 9. **Public Hearing - Business Development:** Conduct a public hearing and consider a resolution adopting the City of Lubbock Industrial Tax Abatement Guidelines and Criteria.

6. 10. **Resolution - City Council:** Consider a resolution directing the City Manager to initiate the procedure outlined in Tex. Loc. Gov't Code Chapter 212, Subchapter E, to adopt a 90-Day moratorium on the acceptance, processing, and/or approval of any application for rezoning, building permits, or any request for annexation related to the development of large-scale data centers.

6. 11. **Ordinance 1st Reading - City Secretary:** Consider and take action on the petition-initiated ordinance, in accordance with Chapter 1, Article IV, Section 1 of the City of Lubbock Charter, establishing an "18-month moratorium on high-water-use and high-energy-use data centers in the City of Lubbock, Lubbock County, Texas."

6. 12. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between the City of Lubbock and the Canadian River Municipal Water Authority, defining expectations for development of the CRMWA II Project.

AI# 14592
Regular City Council Meeting **1. 3.**
09/22/2026:

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 Building Board of Appeals, Electric Utility Board, Health/Educational Facilities Development Corporation Board, Lubbock Emergency Communications District Board of Managers, and 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 Building Board of Appeals, Electric Utility Board, Health/Educational Facilities Development Corporation Board, Lubbock Emergency Communications District Board of Managers, and the Planning & Zoning Commission.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 14617
Regular City Council Meeting **4. 1.**
09/22/2026:

Information

Agenda Item

August 25, 2026 Regular City Council Meeting
September 1, 2026 Special City Council Meeting

Item Summary

August 25, 2026 Regular City Council Meeting
September 1, 2026 Special City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

8.25.2026
9.1.2026 SCCM

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 25, 2026
12:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 25th of August, 2026, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:00 p.m.

12:04 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Mark W. McBrayer; Mayor Pro Tem Dr. Jennifer Wilson; Council Member David Bruegel; Council Member Tim Collins; Council Member Christy Martinez-Garcia; Council Member Tim Green; Council Member Gordon Harris; 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; 3.1-3.2; 2.1-2.2; Citizen Comments 4; 5.1; 6.1-6.29; 7.1; 7.3; and 7.2-7.8.*
- *Item No 7.1 was postponed to the October 27, 2026 Regular City Council Meeting.*
- *Item No. 7.3 failed.*

1. Executive Session

The meeting recessed at 12:05 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:02 p.m., and the meeting was called to order at 3:22 p.m.

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.

1. 1. 1. Lubbock City Charter, Article IV, § 1, Initiative and Referendum

1. 1. 2. Quaker Avenue Development Agreement; Contract No. 17488; Code of Ordinances Chapter 41 Texas Local Government Code Chapter 395, Impact Fees - Notice of Claim

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

1. 2. 1. City Attorney

1. 2. 2. City Manager

1. 2. 3. City Secretary

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

City Council reconvened at 2:03 p.m. for Ceremonial Items followed by Work Session.

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

2. 1. Presentation and discussion of the Proposed FY 2026-27 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, and Capital Improvement Program, and provide direction to the City Manager to make changes to said Budget.

Jarrett Atkinson, city manager, gave a presentation on the Proposed FY 2026-27 Operating Budget and Capital Program and answered questions from City Council. Topics discussed included but were not limited to: Fiscal Year 2027 Available Reserves; Sales Tax Report; and four FY 2027 Budget and Tax Rate Proposals including the Appraisal Effect on the Average Home for each.

2. 2. Legislative Agenda

Jarrett Atkinson, city manager, gave a presentation on the 2027-28 City of Lubbock Legislative Agenda and answered questions from City Council. Topics discussed included but were not limited to: The Ninetieth Texas Legislature including what the city will initiate; what the city will support; and what the city will oppose; and what the city will support in the The 119th and 120th United States Congress.

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

City Council concluded work session and began regular session at 3:22 p.m.

3. Ceremonial Items

3. 1. Invocation

Chaplain Lance Tamplin, Gentiva Hospice, led the invocation.

3. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Dr. Jennifer Wilson.

Call to Order

The meeting was caled to order at 3:22 p.m.

4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on August 25, 2026. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Debbie Widner appeared before City Council to speak on item 7.8 (a resolution to receive all papers received pertaining to a citizen initiative petition with regard to an 18-month moratorium on high-energy-use and high-water-use data centers).
- Joe Conatser; John Macias; Stephen Sanders; Eric Haley; Roger Settler; Vanessa Hernandez; Natalie Miller; Stephanie Smith; and Phyllis Gant appeared before City Council to speak in favor of item 7.8 (a resolution to receive all papers received pertaining to a citizen initiative petition with regard to an 18-month moratorium on high-energy-use and high-water-use data centers).
- Natalie Miller appeared before City Council to speak in opposition of item 7.1 (Zone Case 0470-A).
- Stephanie Smith appeared before City Council to speak on item 7.1 (Zone Case 0470-A).
- Abigail Guinn appeared before City Council to speak on item 6.9 (a resolution for Contract 19711 with Vulcan Construction).

5. Minutes

5. 1. July 28, 2026 Regular City Council Meeting
August 5, 2026 Special City Council Meeting - Budget Work Session
August 7, 2026 Special City Council Meeting - Budget Work Session

Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member Christy Martinez-Garcia, to approve the July 28, 2026 Regular City Council Meeting minutes; the August 5, 2026 Special City Council Meeting - Budget Work Session minutes; and the August 7, 2026 Special City Council Meeting - Budget Work Session minutes.

Vote: 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member Christy Martinez-Garcia, to approve items 6.1-6.29.

Vote: 7 - 0 Motion carried

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2026-O0097, Amendment 29, respecting the Measles Communities Grant Fund, in connection with accepting and appropriating grant funding from the National Foundation for the Centers of Disease Control and Prevention.

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2026-O0098, Amendment 35, respecting the Airport Fund and Airport Capital Project Fund in connection with accepting grant funding from the Federal Aviation Administration for Capital Improvement Project 92958, Rehab of Taxiway System Phase 1 - Preliminary Engineering Report.

6. 2. 1. Resolution - Aviation: Resolution No. 2026-R0277 authorizing the Mayor to execute Work Order No. 004 to Contract 18761, with RS&H, Inc., for professional architectural/engineering services, for Lubbock (LBB) Taxiways M, R, F Rehabilitation - Preliminary Engineering Report at Lubbock Preston Smith International Airport.

6. 3. Resolution - Finance: Resolution No. 2026-R0278 approving the Lubbock Emergency Communications District Budget for Fiscal Year 2026-27.

6. 4. Resolution - Right-of-Way: Resolution No. 2026-R0279 authorizing the Mayor to execute a Memorandum of Agreement, with Michael Couvillon and Chrisanna J. Couvillon, for the purchase of a 0.7011-acre tract of land located in Section 17, Block E, Lubbock County, Texas, Parcel 40), located at the northeast corner of Avenue P and 146th Street, to be utilized for the 2024 Street Bond Project.

6. 5. Resolution - Engineering: Resolution No. 2026-R0280 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 18600, and related documents, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., to extend the period of time for performance, for professional services associated with reconstruction of 114th Street, from Indiana Avenue to University Avenue, to be utilized for the 2022 Street Bond Project.

6. 6. Resolution - Engineering: Resolution No. 2026-R0281 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract No. 18996, and related documents, by and between the City of Lubbock and Atkins Realis, to extend the period of time for performance of professional services associated with reconstruction of 146th Street from University Avenue to Avenue P, to be utilized for the 2024 Street Bond Project.

6. 7. Ordinance 1st Reading - Engineering: Ordinance No. 2026-O0109 amending Chapter 22 of the Code of Ordinances by adding "Division 3. Playa - Stormwater Basins Pumping or Dewatering" to Article 22.11, establishing regulations for pumping water from playa lakes and stormwater basins.

6. 8. Resolution - Public Works, Paved Streets: Resolution No. 2026-R0282 authorizing the Mayor to execute Contract 19689, with NSG Logistics, LLC., for Granular Road Maintenance Salt, to be used during winter weather events.

6. 9. Resolution - Public Works, Paved Streets: Resolution No. 2026-R0283 authorizing the Mayor to execute Contract 19711, with Vulcan Construction, LLC., for the purchase of construction and maintenance raw materials, used in the construction and repair of streets, alleys, and utility installations.

6. 10. Resolution - Public Health Services: Resolution No. 2026-R0284 authorizing the Mayor to execute Amendment No. 1 to the Health and Human Services Commission Grant Agreement Contract No. HHS001606300006, and all related documents, by and between the City of Lubbock and the Texas Health and Human Services Commission, under the Community Health Worker Grant Program.

6. 11. Resolution - Public Health Services: Resolution No. 2026-R0285 authorizing the Mayor to execute Amendment No. 2 to the Texas Department of State Health Services Contract No. HHS001310400001, and all related documents, by and between the City of Lubbock and the Texas Department of State Health Services, under the Center for Health Emergency Preparedness and Response Public Health Infrastructure Grant Program.

6. 12. **Resolution - Community Development:** Resolution No. 2026-R0286 rejecting any and all bids received for Heating and Cooling Units Services and Repair Contractor for Comprehensive Energy Assistance Program, pursuant to ITB 26-19678-KM, and orders that no contract be entered into pursuant to said invitation to bid.

6. 13. **Resolution - Aviation:** Resolution No. 2026-R0287 authorizing the Mayor to adopt and approve a standard Certificated Passenger Airline Operating Agreement and Terminal Building Lease, for Signatory Airline Carriers.

6. 14. **Resolution - Aviation:** Resolution No. 2026-R0288 authorizing the Mayor to execute a Certificated Passenger Airline Operating Agreement and Terminal Building Lease, by and between the City of Lubbock and Southwest Airlines Company, at Lubbock Preston Smith International Airport.

6. 15. **Resolution - Aviation:** Resolution No. 2026-R0289 authorizing the Mayor to execute a Certificated Airline Operating Agreement, by and between the City of Lubbock and United Parcel Service, Inc. at Lubbock Preston Smith International Airport.

6. 16. **Resolution - Public Transit Services:** Resolution No. 2026-R0290 authorizing the Mayor, or his designee, to execute #MGA-2027-2031-LUBBOCK-256-00, a Public Transportation Master Grant Agreement, and related documents, by and between the City of Lubbock, for and on behalf of Citibus, as the Subrecipient, and the State of Texas, by and through the Texas Department of Transportation, for the funding of eligible project costs in connection with certain public transportation activities.

6. 17. **Resolution - Facilities Management:** Resolution No. 2026-R0291 authorizing the Mayor to execute Contract 19725, with Lydick-Hooks Roofing Company, for building envelope improvements at the Traffic Signs & Signals Building, located at 202 Municipal Drive.

6. 18. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0099, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Willow Bend Villas PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

6. 19. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0100, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

6. 20. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0101, viewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

6. 21. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0102, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

6. 22. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0103, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing 2 PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

6. 23. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0104**,** reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing 3 PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

6. 24. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0105, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Cypress Ranch PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-25; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

6. 25. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0106, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2025 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

6. 26. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0107, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

6. 27. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2026-O0108, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

6. 28. **Resolution - Information Technology:** Resolution No. 2026-R0292 authorizing the Mayor to execute Purchase Order 33002157, and related documents, with SHI Government Solutions, Inc., for monitoring software subscription renewal.

6. 29. **Resolution -Police:** Resolution No. 2026-R0293 authorizing the Mayor to execute the First Amendment and Renewal of the Local Administrative Agreement, with Lubbock County, for the Lubbock Metropolitan Special Crimes Unit.

7. Regular Agenda

7. 1. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 0470-A, a request of Robert G. Lines for Hicks Oilfield, LLC, for a Specific Use for a Permanent Batch Plant on property zoned General Industrial District (GI), at 1501 Marshall Street, located north of Grinnell Street and west of North Avenue N, on 4.359 acres of unplatted land out of Block A, Section 15, and consider an ordinance.

This item was postponed.

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

Mayor McBrayer opened the public hearing at 4:12 p.m.

Kurt Croell, president of Croell, Inc.; and Jeff Hicks, property owner of 1501 Marshall Street, appeared to speak in favor.

Alice Lozada; Fabian Mata, with North and East Lubbock Colation; Sonya Barrera; John Macias; Stephen Sanders; and Jordan Craddick appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 5:05 p.m.

Motion by Mayor Mark W. McBrayer, seconded by Council Member David Bruegel, to postpone this item to the October 27, 2026 Regular City Council Meeting.

Vote: 4 - 3 Motion carried

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

7. 2. **Public Hearing - Planning (District 5):** Ordinance No. 2026-O0110, for Zone Case 2538-TT, a request of West Texas Engineering, LLC, for E.C. Hatton, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), at 7515 34th Street, located east of Alcove Avenue and south of 34th Street, on 2.957 acres of unplatted land out of Block AK, Section 39.

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

Mayor McBrayer opened the public hearing at 5:34 p.m.

Victor Roden, with West Texas Engineering, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 6:03 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2026-O0110.

Vote: 7 - 0 Motion carried

7. 3. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3557, a request of Seventeen Services, LLC, for PlainsCapital Bank, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 6714 104th Street, located north of 104th Street and west of Milwaukee Avenue, on 15.536 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.

This item failed.

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

Mayor McBrayer opened the public hearing at 5:34 p.m.

Tyler Gentry, with Seventeen Services, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 6:03 p.m.

Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member David Bruegel, to approve this item.

Vote: 2 - 5 Failed

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

7. 4. **Public Hearing - Planning (District 6):** Ordinance No. 2026-O0111, for Zone Case 1864-J, a request of Tim Khater, for a zone change from Medium Density Residential District (MDR) to Office District (OF), at 3418 La Salle Avenue, located south of 34th Street and west of La Salle Avenue, Park Lorraine Addition, Tract G.

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

Mayor McBrayer opened the public hearing at 5:34 p.m.

Mayada Khater; Lena Kharrat; and Housam Kharrat appeared to speak in favor.

Susan Pettus; Leslie Rhodes; and Laura Raegan appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 6:03 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2026-O0111.

Vote: 7 - 0 Motion carried

7. 5. **Public Hearing - Planning (District 6):** Ordinance No. 2026-O0112, for Zone Case 2538-RR, a request of Gary Garza, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 7509 and 7513 19th Street, located south of 19th Street and west of Wausau Avenue, on 2.5 acres of unplatted land out Block AK, Section 42.

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

Mayor McBrayer opened the public hearing at 5:34 p.m.

Gary Garza, the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 6:03 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2026-O0112.

Vote: 7 - 0 Motion carried

7. 6. **Public Hearing - Planning (District 6):** Ordinance No. 2026-O0113, for Zone Case 3289-B, a request of AMD Engineering, LLC, for Betenbough Homes, LLC, for a zone change from Auto-Urban Commercial District (AC) to Low Density Single-Family District (SF-2), at 8101 4th Street, located south of 4th Street and west of Alcove Avenue, on 40.53 acres of unplatted land out of Block D-6, Section 2.

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

Mayor McBrayer opened the public hearing at 5:34 p.m.

Roque Alaniz, with Betenbough Homes, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor McBrayer closed the public hearing at 6:03 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2026-O0113.

Vote: 7 - 0 Motion carried

7. 7. **Ordinance 1st Reading - Business Development:** Ordinance No. 2026-O0114 establishing Project Financing Zone No. 1, City of Lubbock, Texas, pursuant to Chapter 351 of the Texas Tax Code; designating the zone boundaries and base year; and establishing an expiration date for the zone.

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Ordinance No. 2026-O0114.

Vote: 7 - 0 Motion carried

7. 8. **Resolution - City Secretary:** Resolution No. 2026-R0294 to receive, from the City Secretary, all papers received on August 3, 2026, pertaining to a citizen initiative petition seeking an amendment to the City of Lubbock Code of Ordinances with regard to an 18-month moratorium on high-energy-use and high-water-use data centers in the City of Lubbock; and a certificate attesting to the number of verified signatures on said petition.

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

Motion by Council Member David Bruegel, seconded by Council Member Christy Martinez-Garcia, to approve Resolution No. 2026-R0294.

Vote: 7 - 0 Motion carried

6:42 P.M. CITY COUNCIL ADJOURNED

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

The Augut 25, 2026 Regular City Council Meeting minutes were approved by the City Council on the 22nd day of September, 2026.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 1, 2026
5:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 1st of September, 2026, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 5:00 p.m.

5:02 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Mark W. McBrayer; Mayor Pro Tem Dr. Jennifer Wilson; Council Member David Bruegel; Council Member Tim Collins; Council Member Christy Martinez-Garcia; Council Member Tim Green; Council Member Gordon Harris; 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; Citizen Comments 2; and 3.1-3.6.*
- *Item No.'s 3.5 and 3.6 were amended.*

Executive Session

The meeting recessed at 5:02 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 6:06 p.m., and the meeting was called to order at 6:06 p.m.

1. 1. 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. 1. 1. City Attorney

1. 1. 2. City Manager

1. 1. 3. City Secretary

6:00 p.m. - City Council reconvenes in Regular Session in City Council Chambers

City Council reconvened at 6:06 p.m.

Call to Order

The meeting was called to order at 6:06 p.m.

2. 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 6:00 p.m. on September 1, 2026. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

No one appeared to speak.

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Mark W. McBrayer.

3. Regular Agenda

3. 1. Resolution - City Manager: Resolution No. 2026-R0295 ratifying a one-year Meet and Confer Agreement negotiated between the City of Lubbock and the Lubbock Professional Police Association, in accordance with Texas Local Government Code 142.064(a)(1).

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. Seth Herman, chief of police, gave a presentation and answered questions from City Council. Michael Everette, president of Lubbock Professional Police Association; and Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Mayor Pro Tem Dr. Jennifer Wilson, to approve Resolution No. 2026-R0295.

Vote: 7 - 0 Motion carried

3. 2. Resolution - City Manager: Resolution No. 2026-R0296 ratifying a six-year Meet and Confer Agreement negotiated between the City of Lubbock and the Lubbock Professional Firefighters Association, in accordance with Texas Local Government Code 142.064(a)(1).

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. Richard Stewart, fire chief; and Joseph Wallace, president of Lubbock Professional Firefighters Association, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member Christy Martinez-Garcia, to approve Resolution No. 2026-R0296.

Vote: 7 - 0 Motion carried

3. 3. Public Hearing - Finance: Hold a public hearing on the Proposed FY 2026-27 Operating Budget and Capital Program.

Public Hearing Only.

Mayor McBrayer opened the public hearing at 7:11 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 7:12 p.m.

3. 4. **Public Hearing - Finance:** Hold a public hearing on a proposal to adopt a tax rate of $0.513421 cents per $100 valuation, which is effectively a 9.83 percent increase in the tax rate (percentage the proposed tax rate exceeds the no-new-revenue tax rate).

Public Hearing Only.

Mayor McBrayer opened the public hearing at 7:26 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 7:26 p.m.

3. 5. **Ordinance 1st Reading - Finance:** Ordinance No. 2026-O0115 approving and adopting a budget for Fiscal Year 2026-27; approving summary of estimated and forecasted revenues, appropriations, and use of available reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbrances; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2026-27 Operating Budget and Capital Program of the City of Lubbock; providing for continuation of appropriations for projects in the capital program; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; Amending of Section 16.04.002 of the Code of Ordinances by revising Community Recreation fees as contained therein; amending Section 34.02.037 of the Code of Ordinances by revising Codes Enforcement fees as contained therein; amending Section 22.03.084 Water Base Charge of the Code of Ordinances by revising the base rates as contained therein; amending Section 22.03.085 (a) and (b) of the Code of Ordinances by revising the volume rates as contained therein; amending subsection (c) section 22.03.095 of the Code of Ordinances by revising the Water fees as contained therein; amending subsection (b) of section 22.06.051 of the Code of Ordinances by revising Solid Waste Landfill service fees as contained therein; amending subsection (a) of section 22.06.185 of the Code of Ordinances of the City of Lubbock by revising the Solid Waste Collections service fees as contained therein; providing for the reconciliation of the transfer of funds from the General Fund to Enterprise Funds; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

The FY 2026-27 Proposed Budget can be found on the home page of the City of Lubbock website, linked here: https://www.mylubbock.us/300/Operating-Budgets-Capital-Programs

Taxpayer Impact Statement

PROPOSED BUDGET				
	2025	2026 Proposed	Variance	% Variance
Total tax rate (per $100 value)	$0.472191	$0.513421	$0.041230	8.73%
Median Homestead Taxable Value	$ 217,195	$ 219,206	2,011	0.93%
Tax on Median homestead	$ 1,025.58	$ 1,125.45	99.87	9.74%
NNR				
	2025	2026 NNR	Variance	% Variance
Total tax rate (per $100 value)	$0.472191	$0.475154	$0.002963	0.63%
Median homestead value	$ 217,195	$ 219,206	2,011	0.93%
Tax on median homestead	$ 1,025.58	$ 1,041.57	15.99	1.56%

This item was amended.

Jarrett Atkinson, city manager, gave a presentation and answered questions from City Council. Topics discussed included but were not limited to:

FY 2026-27 Budget Ordinance - Exhibit G Changes:

General Fund
- Decrease Other Charges for Other Equipment in Emergency Management budget by $2,180
- Increase Transfer from Abandoned Vehicle Fund by $624,077
- Increase Supplies in Police by $95,000
- Increase Other Charges in Police by $295,827
- Increase Capital Outlay in Police by $233,250
- Remove 1 additional Emergency Management Specialist position in the amount of $86,398

Abandoned Vehicle Fund
- Decrease Supplies by $372,827
- Decrease Capital Outlay by $251,250
- Increase Transfer to General Fund by $624,077
- Decrease Professional Services by $18,000

Airport Fund
- Increase Compensation & Benefits Aviation Security Access and Aviation Security Police by $120,000
- Addition of reimbursement for Aviation Security Access cost center in the amount of $146,000
- Adjustment of the following fees: Office space rentals - Airlines - Updated Rate of $48.60; Office space rentals - Other - Updated Rate of $48.60; Landing fees - Airlines - Updated Rate of $4.55; and Landing fees - Other - Updated Rate of $5.69
- Decrease to the following revenue account budgets: Landing area by $9,969; Terminal area by $19,426; and Total revenue by $29,395

Solid Waste Fund
Adjustment of the Following Fee:
- Commercial Garbage Charge 8 cy dumpster to $222.88

Budget and Tax Rate Proposal developed by Mayor Mark W. McBrayer:
- Remove 1 of 3 additional LPD PSO positions, in the amount of $59,834
- Remove 1 of 2 additional LPD RSO positions, in the amount of $62,836
- Reduce Council Budget by $15,000
- Increase Interest Earnings by $50,000

- Increase Sales Tax Revenue by $200,813
- Include Meet and Confer Agreements for LPPA and LPFFA

Matt Wade, city attorney; and Kelly Campbell, executive director of aviation, gave comments and answered questions from City Council.

Main Motion by Mayor Pro Tem Dr. Jennifer Wilson, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2026-O0115, with the changes to Exhibit G as presented by the city manager and additional changes as presented in Mayor McBrayer's Budget and Tax Rate Proposal.

Motion to Amend the Main Motion by Mayor Mark W. McBrayer, seconded by Council Member David Bruegel, to amend the main motion as follows:

- to further reduce expenses by $100,000 from the money allocated to Market Lubbock, Inc.

Vote on Motion to Amend the Main Motion:
Vote: 2 - 5 Failed

NAY: Mayor Pro Tem Dr. Jennifer Wilson
Council Member Tim Collins
Council Member Christy Martinez-Garcia
Council Member Tim Green
Council Member Gordon Harris

Vote on Main Motion:
Vote: 7 - 0 Motion Carried

3. 6. **Ordinance 1st Reading - Finance:** Ordinance No. 2026-O0116 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2026; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

This item was amended.

Jarrett Atkinson, city manager, 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 Dr. Jennifer Wilson, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2026-O0116, as follows:

- "I move that the property tax rate be increased by the adoption of a tax rate of 0.107586 for the City's Interest and Sinking Fund; and $0.399763 for the City's General Fund for Maintenance and Operations, which is effectively a 6.78 percent increase in the tax rate."

Vote: 6 - 1 Motion carried

NAY: Council Member David Bruegel

8:20 P.M. CITY COUNCIL ADJOURNED

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

The September 1, 2026 Special City Council Meeting minutes were approved by the City Council on the 22nd day of September, 2026.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 14516
Regular City Council Meeting **5. 1.**
09/22/2026:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2026-O0117, Amendment 36, respecting the Valencia Public Improvement District Fund, to provide funding for playground mulch to replenish existing material and maintain the required fall protection zone, in accordance with nationally recognized playground safety standards.

Item Summary

On September 8, 2026, the City Council approved the first reading of the ordinance.

> I. Amend FY 2025-26 Valencia Public Improvement District (PID) Budget by increasing the appropriation for Playground Equipment Maintenance by $2,215. Funding will be from the Valencia PID Fund Available Reserves.

The Valencia Public Improvement District (PID) will require a budget amendment of $2,215 fund the purchase of playground mulch to replenish existing material and maintain the required fall-protection zone in accordance with nationally recognized playground safety standards.

Fiscal Impact

Funding in the amount of $2,215 for Valencia PID will be from Valencia PID Available Reserves.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 36

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE VALENCIA PUBLIC IMPROVEMENT DISTRICT (PID) IN CONNECTION WITH EXPENSES FOR PARK MAINTENANCE; 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 2025-26 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2025-26 (Budget Amendment #36) for municipal purposes, as follows:

I. Amend FY 2025-26 Valencia Public Improvement District (PID) Budget by increasing the appropriation by $2,215, from $94,347 to $96,562. Funding will be from the Valencia PID Fund Available Reserves.

SECTION 2. A copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. 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:

Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

Mitch Satterwhite, Deputy City Attorney

AI# 14521
Regular City Council Meeting **5. 1. 1.**
09/22/2026:

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2026-O0118, amending Ordinance No. 2025-O0108, Exhibit "B" of the 2025 Service and Assessment Plan for the Valencia Public Improvement District, by including additional funding for mulch for the fall zone area of the park's swing set.

Item Summary

On September 8, 2026, the City Council approved the first reading of the ordinance.

The Valencia Public Improvement District (PID) requires a Budget Amendment of $2,215, to purchase mulch needed to replenish the fall zone area around the park's swing set. The Service and Assessment plan will increase by the same amount. (The preceding Budget Amendment fulfills that requirement.)

Fiscal Impact

The amendment to the 2025 Service and Assessment Plan for Valencia adds an additional $2,215 to the playground equipment maintenance line item.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Ordinance
Exhibit B

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2025-O0108, EXHIBIT "B", THE 2025 SERVICE AND ASSESSMENT PLAN FOR THE VALENCIA PUBLIC IMPROVEMENT DISTRICT (PID) BY SUBSTITUTING A REVISED EXHIBIT "B" THAT INCLUDES ADDITIONAL FUNDING FOR PARK MAINTENANCE; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the original expenditures approved by Ordinance 2025-O0108 in the 2025 Service and Assessment Plan for Valencia PID require an increase to provide additional funding to refill the swing set's fall zone with wood fiber mulch to maintain safety standards; and

WHEREAS, this additional expenditure increases the need in the Valencia PID Fund – Park Maintenance for FY 2025-26 by an additional $2,215 to support this amendment and no increases in the adopted assessment will be required; and

WHEREAS, the City Council approves the amendment to Ordinance No. 2025-O0108 Exhibit "B", the 2025 Service and Assessment Plan for the PID, to authorize additional funding for Park Maintenance mentioned herein; NOW, THEREFORE,

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

SECTION 1. THAT Ordinance No. 2025-O0108, Exhibit "B", is hereby amended by replacing it with the new Exhibit "B", attached hereto and incorporated herein, titled "Valencia Public Improvement District, City of Lubbock, Texas Amended Service and Assessment Plan" dated September 8, 2026.

SECTION 2. THAT if any section, paragraph, clause or provision of this Ordinance 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 Ordinance

SECTION 3. 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:

Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

EXHIBIT B
City of Lubbock, TX
Finance Department
Valencia Public Improvement District
Proposed 2025 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2025 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.18/$100 valuation.
* All property will be assessed based on the final 2025 "net taxable value".

Service Plan

	Adopted Budget	Proposed Budget	Projected				
Tax Year	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Totals**
Property Values (Taxable Values)	43,932,242	46,398,728	47,326,703	48,273,237	49,238,701	50,223,475	
Discounted Property Values (95%)	41,735,630	44,078,792	44,960,367	45,859,575	46,776,766	47,712,302	
Fiscal Year Revenues	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**Totals**
Interest Earnings	3,397	4,718	3,163	3,708	4,284	4,893	$ 20,765
Assessment @ $0.18	75,124	79,342	80,929	82,547	84,198	85,882	412,898
Total	**78,521**	**84,059**	**84,092**	**86,255**	**88,482**	**90,775**	**$ 433,663**
Expenses							
Park & Entrance Maintenance	35,000	25,000	26,000	26,520	27,050	27,591	$ 132,162
Repairs	5,000	4,000	4,080	4,162	4,245	4,330	20,816
Public Improvement Projects	13,000	40,000	10,000	10,000	10,000	10,000	80,000
Park Equipment Maintenance	1,600	4,715	2,550	2,601	2,653	2,706	15,225
Electric Costs	2,500	1,500	1,530	1,561	1,592	1,624	7,806
Water Cost	2,500	1,500	1,530	1,561	1,592	1,624	7,806
Administrative Costs	12,091	12,822	13,078	13,340	13,607	13,879	66,726
Annual Operation Cost	6,550	7,025	7,166	7,309	7,455	7,604	36,558
Total	**78,241**	**96,562**	**65,934**	**67,053**	**68,194**	**69,358**	**$ 367,100**
Cash Reserve	**117,940**	**105,438**	**123,596**	**142,798**	**163,086**	**184,504**	

* Property Value growth rate = 2.0% annually

**Expense growth rate = 2.0% annually

Assessment Information for $100,000 Home = $180

AI# 14542
Regular City Council Meeting **5. 2.**
09/22/2026:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2026-O0121, Amendment 37, respecting the General Fund and Solid Waste Capital Project Fund, for the purchase of a Landfill Compactor Chassis.

Item Summary

On September 8, 2026, the City Council approved the first reading of the ordinance.

I. Establish Capital Improvement Project 92993, Solid Waste Compactor Replacement, and appropriate $1,490,796. Funding will be from insurance proceeds for compactors damaged in the flood.

II. Transfer from General Fund to Solid Waste Capital Project Fund in the amount of $1,490,796.

Fiscal Impact

Funding in the amount of $1,490,796 for Capital Improvement Project 92993, Solid Waste Compactor Replacement, will be insurance proceeds for compactors damaged in the flood.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 37

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND AND SOLID WASTE CAPITAL PROJECT FUND, AND THE APPROPRIATION OF CERTAIN CASUALTY INSURANCE PROCEEDS; 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 2025-26 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2025-26 (Budget Amendment #37) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92993, Solid Waste Compactor Replacement, and appropriate $1,490,796. Funding will be from insurance proceeds for compactors damaged in the flood.
II. Transfer from General Fund to Solid Waste Capital Project Fund in the amount of $1,490,796.

SECTION 2. A copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. 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:

Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

Ord.BudgetFY25-26 BA#37
August 20, 2026

AI# 14549
Regular City Council Meeting **5. 3.**
09/22/2026:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2026-O0122, Amendment 38, respecting the North Overton Tax Increment Financing Fund and the North Overton Tax Increment Financing Capital Project Fund to establish Capital Improvement Project 92994 for the construction, design and installation fo the Mac Davis Statue in the Mac Davis and Avenue X roundabout.

Item Summary

On September 8, 2026, the City Council approved the first reading of the ordinance.

> I. Establish Capital Improvement Project 92994, Mac Davis Statue, and appropriate $400,000. Funding will be from the North Overton Tax Increment Financing (TIF) Available Reserves.
> II. Transfer from the North Overton TIF Fund to the Overton TIF Capital Project Fund in the amount of $400,000.

This amendment is for the construction, design and installation of the Mac Davis statue in the roundabout at Mac Davis Lane and Ave X. The North Overton TIF board approved this expenditure at the April 9th board meeting.

Fiscal Impact

Funding in the amount of $400,000 for Capital Improvement Project 92994, Mac Davis Statue, will be from the North Overton TIF Fund Available Reserves.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 38

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE NORTH OVERTON TIF FUND AND NORTH OVERTON TIF CAPITAL PROJECT 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 2025-26 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2025-26 (Budget Amendment #38) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92994, Mac Davis Statue, and appropriate $400.000. Funding will be from North Overton TIF Fund Available Reserves.
II. Transfer from North Overton TIF Fund to North Overton TIF Capital Project Fund in the amount of $400,000.

SECTION 2. A copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. 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:

Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

AI# 14554
Regular City Council Meeting 5. 3. 1.
09/22/2026:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving the Mac Davis Statue Project and Installation Agreement, by and between the City of Lubbock and the Mac Davis Museum and Academy of Songwriting, Inc., at the intersection of the 2400 Block of Mac Davis Lane and the 600 Block of Avenue X.

Item Summary

On April 9, 2026, at the regularly scheduled meeting of the North Overton Tax Increment Financing (TIF) Reinvestment Zone Board of Directors, the Mac Davis Museum & Academy of Songwriting, Inc. presented a request for funding for the creation and installation of a statue honoring Lubbock native Mac Davis. The North Overton TIF Board approved the proposed design and location, and recommended funding for the project in an amount not to exceed $400,000.

The proposed statue will be located within City-owned right-of-way in the roundabout at the intersection of Mac Davis Lane and Avenue X. The project is intended to honor and celebrate the legacy of Mac Davis as a songwriter, actor, and performer and to enhance the artistic and cultural landscape of the North Overton area.

The proposed Mac Davis Statue Project and Installation Agreement establishes the responsibilities of the City of Lubbock and the Mac Davis Museum & Academy of Songwriting for completion of the project.

Under the agreement, the City, through the North Overton TIF, will provide a financial contribution not to exceed $400,000.

The Mac Davis Museum & Academy of Songwriting will be responsible for overseeing and contracting with the necessary contractors, companies, and other parties required to design, construct, transport, erect, and install the statue.

Fiscal Impact

This Mac Davis Statue Project and Installation Agreement, in an amount not to exceed $400,000, is funded in the North Overton TIF.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Danielle Williams, Business Development Director

Attachments

Resolution - Mac Davis

Mac Davis Statue Project Agreement with Exhibit A

RESOLUTION

WHEREAS, in order to honor and celebrate the legacy of a local icon, Mac Davis, as a songwriter, actor and performer, and to enrich Lubbock's artistic landscape within North Overton, The Mac Davis Museum & Academy of Songwriting, Inc. ("Mac Davis Academy") desires to construct a statue of Mac Davis at the intersection of the 2400 Block of Mac Davis Lane and Avenue X; and

WHEREAS, the Mac Davis Academy presented this project to the Board of Directors of the North Overton Tax Reinvestment Zone who voted in favor of the project and to assist in funding the project; and

WHEREAS, the Board of Directors of Civic Lubbock, Inc. and the Museum & Arts Committee of the City of Lubbock have reviewed the Project and both voted to approve the Project and recommend it to the City Council of the City of Lubbock; and

WHEREAS, the Mac Davis Academy has engaged the services of renowned sculpture artist, Eddie Dixon, to create the sculpture of Mac Davis; and

WHEREAS, the City Council for the City of Lubbock, Texas pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 11, Section 5 of the Texas Constitution as a home rule city, Chapter 51 of the Texas Local Government Code, and Title 6, Subtitle E of the Texas Transportation Code has the authority to exercise its control over municipal streets for the public health, safety, morals, or general welfare of the citizens of the City of Lubbock; and

WHEREAS, the City is the owner of the public rights-of-way located within the municipal limits of the City of Lubbock, Lubbock County, Texas, known as Mac Davis Lane and Avenue X including the intersection and roundabout located at the intersection of the 2400 Block of Mac Davis Lane and the 600 Block of Avenue X; and

WHEREAS, the City Council of the City of Lubbock appreciates the desire of the Mac Davis Academy to erect a statue symbolizing the artistic history of legacy of Mac Davis and believes this project is a worthwhile endeavor bringing a benefit to the public and to the community of Lubbock as a whole and is reasonable and beneficial for the public and community and general welfare of the citizens of Lubbock; **NOW THEREFORE,**

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

1. The Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the *Mac Davis Statue Project and Installation Agreement*, by and between the City of Lubbock and The Mac Davis Museum & Academy of Songwriting, Inc., for the installation of the Mac Davis statue in the roundabout located at the intersection of the 2400 Block of Mac Davis Lane and the 600 Block of Avenue X.

2. The City Manager, or his designee, is authorized to take whatever further action is necessary to fulfill the intent of the City Council as outlined in this resolution and in the attached agreement.

3. The *Mac Davis Statue Project and Installation Agreement* is attached to this resolution and incorporated herein as though set forth fully herein.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Danielle Williams, Business Development Director

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocs II/RES.Mac Davis Statue Installation Agreement
September 22, 2026

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

MAC DAVIS STATUE PROJECT AND INSTALLATION AGREEMENT

This Mac Davis Sculpture Project and Installation Agreement ("Agreement") is entered into by and between the City of Lubbock, Texas, a home rule municipal corporation and political subdivision of the State of Texas (the "City") and The Mac Davis Museum & Academy of Songwriting, Inc., a non-profit corporation organized under the laws of the State of Texas ("Mac Davis Academy").

RECITALS

WHEREAS, The Mac Davis Museum & Academy of Songwriting, Inc. approached the Board of Directors of the North Overton Tax Increment Financing Reinvestment Zone ("North Overton TIF") about commissioning the creation of a statue of a Mac Davis statue and installation of the statue at the Roundabout, as defined below, in North Overton (the "Project") in order to honor and celebrate the legacy of a local icon, Mac Davis, as a songwriter, actor and performer, and enrich Lubbock's artistic landscape within North Overton; and

WHEREAS, the North Overton TIF voted to and voted to recommend the use of up to $400,000 of North Overton TIF funds to commission and install a statue of Mac Davis at the Roundabout; and

WHEREAS, the Board of Directors of Civic Lubbock, Inc. and the Museum & Arts Committee of the City of Lubbock have reviewed the Project and both voted to approve the Project and recommend it to the City Council of the City of Lubbock; and

WHEREAS, the City Council for the City of Lubbock, Texas pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 11, Section 5 of the Texas Constitution as a home rule city, Chapter 51 of the Texas Local Government Code, and Title 6, Subtitle E of the Texas Transportation Code has the authority to exercise its control over municipal streets for the public health, safety, morals, or general welfare of the citizens of the City of Lubbock; and

WHEREAS, the City is the owner of the public rights-of-way located within the municipal limits of the City of Lubbock, Lubbock County, Texas, known as Mac Davis Lane and Avenue X including the intersection and roundabout located at the intersection of the 2400 Block of Mac Davis Lane and the 600 Block of Avenue X (the "Roundabout"); and

WHEREAS, the Mac Davis Academy has engaged the services of renowned sculpture artist, Eddie Dixon, to create the sculpture of Mac Davis with preliminary designs of the sculpture attached to this Agreement as part of *Exhibit A*; and

WHEREAS, the City Council of the City of Lubbock appreciates the desire of the Mac Davis Academy to erect a statue symbolizing the artistic history of legacy of Mac Davis and believes this Project is a worthwhile endeavor bringing a benefit to the public and to the community

of Lubbock as a whole, and subject to the conditions outlined in this Agreement, agree to approve this Project, and is reasonable and beneficial for the public and community and general welfare of the citizens of Lubbock;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Mac Davis Academy do hereby agree as follows:

1. Recitals Incorporated. The recitals and findings outlined above are found to be true and correct and incorporated herein as though set forth fully herein.

2. Project Conditions and Acceptance. The City will authorize the Financial Contribution of North Overton TIF funds, as defined below, and accept ownership and upkeep for the Project, subject to the following terms and conditions being completed and followed:

a. all costs associated with the Project, including, without limitation, the designing, creating, sculpting, constructing, transporting, erecting and installing the Mac Davis statue at the Roundabout will be borne by the Mac Davis Academy, and the City of Lubbock will have no financial responsibility regarding this Project other than the Financial Contribution outlined below;

b. the final design of the Mac Davis statue shall substantively comport to the images of the statue as provided in *Exhibit A* and any change in such the design must be submitted to and approved by the City Manager or his designee prior to the statue being sculpted, constructed or built;

c. the Mac Davis Academy will be responsible for overseeing and contracting with the necessary contractors, companies and/or agents to complete the Project;

d. the exact location on the Roundabout where the statue is to be located must be approved by City Manager or his designee;

e. the Project must meet all applicable City of Lubbock specifications, codes, regulations and criteria as determined in the sole and absolute discretion of the City Manager or his designee; and

f. with the assistance of the City of Lubbock, the Mac Davis Academy must coordinate and obtain all necessary permits, road closure approvals and traffic control associated with the Project.

3. Financial Contribution. The City, through the North Overton TIF, subject to the contingencies and conditions contained in this Agreement, shall contribute a total sum not to exceed FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00) to Mac Davis Academy for this Project. This Financial Contribution represents the total financial contribution from the City for this Project and it is understood by the parties to this Agreement that the City has no obligation to provide any further contribution to this Project whether financial or through in-kind services.

4. City Acceptance of the Project. The City of Lubbock may, at the sole discretion of the governing body of the City of Lubbock, upon completing the Project and the terms and conditions

outlined in this Agreement, as determined by separate action by the governing body of the City of Lubbock, and as outlined by written resolution acknowledging the same, accept the Project from the Mac Davis Academy.

5. City Refusal of the Project. In the event the terms and conditions outlined above are not met, or, if this Agreement is otherwise terminated as provided for herein, it is understood and accepted by the parties that the City may refuse acceptance of the Project including the Mac Davis statue and have no obligation whatsoever, including any financial obligation, to the Mac Davis Academy or any related third party, related to the Project in the event the City of Lubbock does not accept the Project. **The Mac Davis Academy, the Mac Davis Academy's members, agents, successors, assigns, donors, or invitees, further agree to release and hold harmless the City and its officers, employees and agents against any claims which may be brought against the City, its officers, employees or agents arising out of the City's refusal to accept the Project or use by the City of the Project, any associated improvements or the Mac Davis statue.**

6. Ownership Rights Released. By completing the Project and presenting it to the City of Lubbock for acceptance, once the Project is accepted by the City of Lubbock, the Mac Davis Academy understands that they are freely and voluntarily giving up all legal rights to the Project, any improvements associated with the Project including, but not limited to, all legal rights associated with the Mac Davis statue and that the City of Lubbock may use the Project, the Roundabout and any improvements associated with the Project, including the Mac Davis statue, for any lawful public purpose as determined by the governing body of the City of Lubbock.

7. Rights and Responsibilities of City. Once this Project is accepted by the City Council of the City of Lubbock, the City of Lubbock shall have all ownership rights and responsibilities for the Project, including, without limitation, maintenance and upkeep of the Project, location or relocation of the Mac Davis statue.

8. Default/Repayment-Recapture of Financial Contribution. In the event Mac Davis Academy should fail to comply with any of the terms of this Agreement, any such breach shall constitute an event of default, and if Mac Davis Academy fails to cure such violation within ninety (90) days of written notice from City, in addition to any other remedy available to City in law or at equity, City may terminate this Agreement. In the event this Agreement is terminated due to an event of default by Mac Davis Academy, Mac Davis Academy shall be and remain fully obligated and responsible for the repayment in full of the Financial Contribution outlined above, and with such payment being due and payable in full by Mac Davis Academy to City within ten (10) days after Mac Davis Academy's receipt of written notice by City to Mac Davis Academy. Nothing contained herein shall prevent City from pursuing and City may pursue any and all remedies allowed by law or in equity for collection of the amount owing by Mac Davis Academy to City.

9. Document Review. As a continuing obligation on the part of Mac Davis Academy during the term of this Agreement and in exchange for the Financial Contribution outlined herein, Mac Davis Academy agrees to permit City and its agents and representatives to review the necessary documentation relating to the Project. Upon City providing thirty (30) days written notice to Mac Davis Academy, City shall have an opportunity to review and verify the supporting documentation at Mac Davis Academy's corporate office or other agreeable location.

10. **INDEMNIFICATION. MAC DAVIS ACADEMY DOES HEREBY INDEMNIFY, HOLD HARMLESS, RELEASE AND DEFEND THE CITY OF LUBBOCK, THE NORTH OVERTON TIF, AND THEIR RESPECTIVE OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, CONTRACTORS AND AGENTS OF AND FROM ANY AND ALL LIABILITY FOR ANY DAMAGE OR INJURY CAUSED TO ANY EMPLOYEE, CUSTOMER, CLIENT, PATRON, AGENT, VISITOR OR GUEST OF MAC DAVIS ACADEMY OR FROM THE PROJECT PRIOR TO ACCEPTANCE BY THE CITY AND FROM ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT OR FROM THE PROJECT PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.**

11. Representations and Conditions.

(a) Mac Davis Academy agrees to execute all documents reasonably requested by City to memorialize and bring into effect the terms of this Agreement and agrees to provide to City all documents, reports, receipts, or other materials, whether written or electronic, that City may reasonably require from time to time regarding the Project.

(b) That any use of City's name for publicity in connection with the Project must be approved in advance by City. It is understood and agreed that City may make known its economic assistance to Mac Davis Academy and this Project with the prior written consent of Mac Davis Academy.

(c) That the operations and business activities of Mac Davis Academy relating to this Project shall be performed and conducted in a professional and business-like manner and in strict compliance with all federal, state and local laws, rules, regulations, and ordinances of any governmental entities governing and having jurisdiction over the operations of Mac Davis Academy. Failure by Mac Davis Academy to fully correct any violation of the aforementioned laws or regulations within thirty days of notice of such violation or within the time frame required of such governmental entity providing such notice, whichever is greater, shall constitute a default under the terms of this Agreement.

(d) Mac Davis Academy is a non-profit corporation duly organized, in good standing, and validly existing under the laws of the state of Texas. The person signing below has full power and approval to sign for Mac Davis Academy.

12. Assignment. This Agreement shall not be assignable, either in whole or in part, by Mac Davis Academy without the express written consent of City.

13. Good Faith- Normal Business Operations. The parties agree that this Agreement has been entered into in good faith and that each party shall act in good faith in complying with its provisions. The parties further agree to transact all their business under and that relates to this Agreement in accordance with their normal business operations.

14. Force Majeure. Notwithstanding anything in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by either party (specifically

excluding any monetary obligations) is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, delays in obtaining any permits or licenses from any governmental entity or agency, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, hurricane or tornadoes), labor action, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same.

15. Entire Agreement. This written Agreement contains the entire agreement of the parties hereto and there are no oral or other representations upon which the City or the Mac Davis Academy have relied upon in entering into this Agreement. This Agreement and the obligations and rights arising hereunder may not be modified nor waived except by written agreement signed by all parties.

16. No Waiver. A waiver by the City of a breach of this Agreement, or the failure of the City to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive the City' right to enforce and compel strict compliance with the same or other articles or provisions.

17. Notice. Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. For the purposes of any notices to be given pursuant to the terms of this Agreement, the parties shall use the following addresses, or any other address as may be changed by the parties upon written notice to the other party, to-wit:

City of Lubbock

Attn: Danielle Williams, PCED
Business Development Director
1314 Avenue K
Lubbock, Texas 79401
E-mail: daniellewilliams@mylubbock.us

The Mac Davis Musuem & Academy of Songwriting, Inc.
Attn: Phyllis S. Jones-Beasley, President
P.O. Box 2534
Lubbock, Texas 79408
E-mail: pasjones@sbcglobal.net

18. Governing Law and Performance. This Agreement shall be governed by the Laws of the State of Texas and shall be deemed to be executed in and performance called for in Lubbock County, Texas. The parties agree that any suit or cause of action brought regarding or related to this Agreement shall be brought exclusively in courts having jurisdiction in Lubbock County, Texas.

19. Effective Date. The effective date of this Agreement is _____ day of _____ _____, 2026.

CITY OF LUBBOCK:

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Matt Wade, City Attorney

THE MAC DAVIS MUSUEM & ACADEMY OF SONGWRITING, INC.

Phyllis S. Jones-Beasley, President

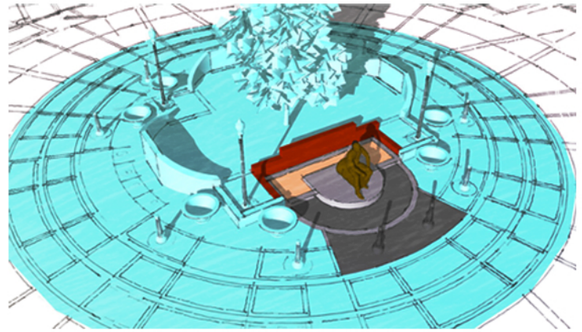
ATTEST:

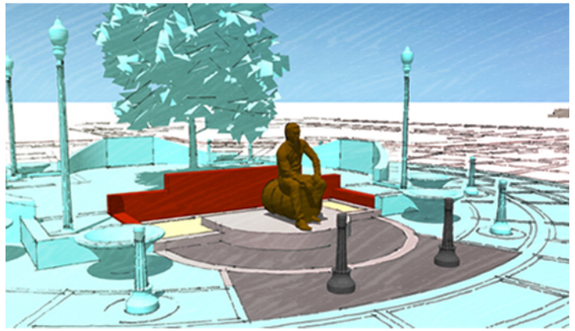
Printed Name:_____
Title:_____

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MAC DAVIS STATUE INSTALLATION-CONCEPTS

Not for CONSTRUCTION- Not to scale-02/05/2026

toms TREE PLACE
5104 34th Street
Lubbock, TX 79410
(806) 799-3677

AI# 14573
Regular City Council Meeting **5. 4.**
09/22/2026:

Information

Agenda Item

Ordinance 2nd Reading - Business Development: Consider Ordinance No. 2026-O0123, accepting and approving the 2026 Annual Service Plan Update to the Service and Assessment Plan, and an updated assessment roll for the Highland Oaks Public Improvement District.

Item Summary

On September 8, 2026, the City Council approved the first reading of the ordinance.

On October 28, 2025, the City Council approved Ordinance No. 2025-O0126, which established a Service and Assessment Plan (SAP) and Assessment Roll for the Highland Oaks Public Improvement District (PID).

The Highland Oaks PID was created to finance public improvements within the PID through special assessment bonds, with repayment funded by assessments levied on properties within the PID. The PID statute and the Assessment Ordinance require City Council to annually review and update the SAP and Assessment Roll.

Since the PID assessments were originally levied on October 28, 2025, after a public hearing and public notices, there are no requirements to provide notices or hold a public hearing related to the SAP since the assessment will be secured by special assessment bonds. As provided in the Assessment Ordinance, the SAP will confirm the original Assessment Roll and align it with the principal and interest payment schedule established for the bonds. The update will also reflect any prepayments, property divisions, or changes to the budget allocation for PID improvements that occurred during the year, if applicable.

Fiscal Impact

There is no fiscal impact to the City of Lubbock. Funds levied by the assessment will be utilized for future bond payments and administrative costs for the PID.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Joe Jimenez, Chief Financial Officer
Danielle Williams, Business Development Director
Molly Ballesteros, Special Districts Manager

Attachments

Highland Oaks Ordinance
Service and Assessment Plan

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS ACCEPTING AND APPROVING THE 2026 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL FOR THE HIGHLAND OAKS PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on or before September 9, 2024, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Lubbock, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting the creation of a public improvement district consisting of certain property located within the corporate boundaries of the City; and

WHEREAS, on August 26, 2025, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the Act, made the findings required by Section 372.009(b) of the Act and, by resolution (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Highland Oaks Public Improvement District (the "District") in accordance with its finding as to the advisability of the public improvements; and

WHEREAS, pursuant to the Act, the City Council published notice and convened a public hearing on October 14, 2025, regarding the levy of assessments (the "Assessments") against benefitted property located in the District (the "Assessed Property"); and

WHEREAS, on October 14, 2025, the City Council, after such notice and public hearing, adopted an ordinance (the "Assessment Ordinance") accepting and approving a service and assessment plan for the District (as updated and amended from time to time, the "Service and Assessment Plan"), approving the assessment roll attached thereto (the "Assessment Roll") and levying the Assessments on the Assessed Property within the District; and

WHEREAS, pursuant to the Act and to the terms of the Service and Assessment Plan, the City Council is required to annually update the service plan to the Service and Assessment Plan, including the Assessment Roll (each an "Annual Service Plan Update"); and

WHEREAS, pursuant to Section 372.013 of the Act, each Annual Service Plan Update must cover a period of at least five years, must define the annual indebtedness and projected costs for improvements and include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, and such service plan must also be reviewed

and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, pursuant to the Act and the terms of the Service and Assessment Plan, the City Council now desires to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2026, in the form attached hereto as Exhibit A; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

SECTION 1. Terms. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

SECTION 2. Findings. The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan. The "Highland Oaks Public Improvement District 2026 Annual Service Plan Update" (the "2026 Annual Service Plan Update"), attached hereto as Exhibit A, is hereby accepted and approved pursuant to the Act, and incorporated as part of this Ordinance as if set forth in the body of this Ordinance. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Roll with the Lubbock County Tax Assessor/Collector.

SECTION 4. Filing and Posting of Service Plan. In accordance with Section 372.013(e) of the Act, the City Secretary is directed to cause a copy of this Ordinance, including the 2026 Annual Service Plan Update, to be filed with the County Clerk of Lubbock County to be recorded in the real property records of Lubbock County, not later than the seventh day after the date the City Council adopts this Ordinance approving the 2026 Annual Service Plan Update. The City Secretary is further directed to post on the City's website a copy of the Annual Service Plan Update, including a copy of the notice form required by Section 5.014, Texas Property Code, approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update (or as otherwise required by the Act).

SECTION 5. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability. If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 9. Effective Date. This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[*Execution page follows.*]

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2026.

Passed by the City Council on second reading this _____ day of _____, 2026.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocs II\ORD Highland Oaks PID Service Plan 2026
September 8, 2026

HIGHLAND OAKS
PUBLIC IMPROVEMENT DISTRICT

CITY OF LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE
2026-27

AS APPROVED BY CITY COUNCIL ON:
SEPTEMBER 8, 2026

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

HIGHLAND OAKS
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE – 2026-27

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I. INTRODUCTION

The Highland Oaks Public Improvement District (the "PID") was created pursuant to the PID Act and Resolution 2025-R0397 as approved by the City Council of the City of Lubbock, Texas (the "City Council" and the "City", respectively) on August 26, 2025, to finance certain public improvement projects for the benefit of the property in the PID.

On November 11, 2025, the City of Lubbock (the "City") approved Resolution No. 2025-R0528 for the Highland Oaks Public Improvement District Reimbursement Agreement (the "Highland Oaks PID Reimbursement Agreement") to finance the actual costs of the Authorized Improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2026-27 (the "Annual Service Plan Update").

The City also adopted Assessment Rolls identifying the assessments on each Parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2026-27.

The Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix D and a projected assessment schedule for the PID as Appendix C-2. A copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

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

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

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

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II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on October 28, 2025, the initial total estimated costs of the Authorized Improvements were equal to $7,099,665.

Table II-A-1 below summarizes the current sources and uses of funds required to (1) construct the Authorized Improvements, (2) establish the PID and (3) issue PID Bonds, if applicable.

Table II-A-1
Current Sources and Uses

Sources of Funds	Initial Estimated Budget[1]	Budget Revisions	Updated Budget[1]	Spent to Date[2]
Par amount	$8,484,000	$0	$8,484,000	$0
Other funding sources	$0	$0	$0	$0
Total Sources	**$8,484,000**	**$0**	**$8,484,000**	**$0**
Uses of Funds				
Authorized Improvements				
Water Improvements	$5,592,763	$0	$5,592,763	$0
Other Soft and Miscellaneous Costs	$1,506,902	$0	$1,506,902	$0
Subtotal: Major Improvements	*$7,099,665*	*$0*	*$7,099,665*	*$0*
Bond Issuance Costs				
Cost of Issuance	$467,033	$0	$467,033	$0
Administrative Expense	$45,000	$0	$45,000	$0
Underwriter's Discount	$169,680	$0	$169,680	$0
Underwriter's Counsel Fee	$84,840	$0	$84,840	$0
Capitalized Interest	$456,899	$0	$456,899	$0
Prepayment and Delinquency Reserve	$84,840	$0	$84,840	$0
Reserve Fund	$76,044	$0	$76,044	$0
Subtotal: Bond Issuance Costs	*$1,384,335*	*$0*	*$1,384,335*	*$0*
Total Uses	**$8,484,000**	**$0**	**$8,484,000**	**$0**

1 – As shown in the Service and Assessment Plan approved by the City Council on October 28, 2025.
2 – No draw request has been submitted as of the date of this report.

Cost Variances

As stated in Table II-A-1 above, there are no significant variances to the aggregate budget as of the date of this report.

B. FIVE-YEAR SERVICE PLAN

A service plan must cover a period of five years. All the Authorized Improvements are expected to be built within a period of five years. The anticipated budget for the Authorized Improvements over a period of five years and the indebtedness expected to be incurred for these costs is shown by Table II-B-1 below.

Table II-B-1
Annual Projected Costs and Annual Projected Indebtedness
2025-2032

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected Improvement Area #1 Annual Installments
2025-26	$8,484,000	$8,484,000	$0	$0
2027	$0	$0	$0	$806,335
2028	$0	$0	$0	$805,861
2029	$0	$0	$0	$806,582
2030	$0	$0	$0	$806,382
2031	$0	$0	$0	$806,262
2032	$0	$0	$0	$806,161
Total	**$8,484,000**	**$8,484,000**	**$0**	**$4,837,583**

1 – Assessment years ending 2025-27 reflect actual Annual Installments to be billed and are net of applicable reserve fund income and capitalized interest. Assessment years 2028 through 2032 reflect projected Annual Installments and are subject to change.

C. ANNUAL BUDGET

Annual Installments – 2026-27

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. Payment of the first Annual Installments shall be due by January 31, 2027. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Additional Interest, and Administrative Expenses, of which nineteen (19) Annual Installments remain outstanding.

Each Assessment shall bear interest at the rate of 5.88 percent per annum for 2026-27 and is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2026 and will be delinquent on February 1, 2027.

Pursuant to the Service and Assessment Plan, each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Assessments from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

Annual Installments to be Collected for 2026-27

The budget for the Authorized Improvements of the PID will be paid from the collection of Annual Installments collected for 2026-27 as shown by Table II-C-1 below.

Table II-C-1
Budget for the Annual Installments
to be Collected for 2026-27

Descriptions	Total
Interest payment on March 1, 2027	$249,218
Interest payment on September 1, 2027	$249,218
Principal payment on September 1, 2027	$262,000
Subtotal debt service on R.A.	*$760,435*
Administrative Expenses	$45,900
Additional Interest[1]	$0
Subtotal Expenses	*$806,335*
Available Administrative Expense account	$0
Subtotal funds available	*$0*
Annual Installments	**$806,335**

1 – Additional Interest shall not be budgeted and collected for the Annual Installments anticipated to be used to repay the Highland Oaks PID Reimbursement Agreement.

Debt Service Payments

Annual Installments to be collected for principal and interest include the Assessment interest due on March 1, 2027, in the amount of $249,218 and on September 1, 2027, in the amount of $249,218, which equal interest on the outstanding balance of $8,484,000 for six months each and an effective interest rate of 5.88 percent. Annual Installments to be collected include a principal amount of $262,000 due on September 1, 2027. As a result, total Annual Installments to be collected for the Assessment principal and interest in 2026-27 is equal to $760,435.

Administrative Expenses

Administrative expenses include the City, Administrator and contingency fees. As shown in Table II-C-2 on the following page, the total administrative expenses to be collected for 2026-27 are estimated to be $45,900.

Table II-C-2
Administrative Budget Breakdown

Description	2026-27 Estimated Budget
City[1]	$14,591
Administrator	$29,059
Custodian	$750
Contingency	$1,500
Total	**$45,900**

1 – Includes City administration and operation costs.

Additional Interest

Additional Interest shall not be budgeted and collected for Annual Installments anticipated to be used to repay the Highland Oaks PID Reimbursement Agreement. As a result, there are no amounts to be billed for Additional Interest in 2026-27.

Available Administrative Expense Account

As of August 31, 2026, there are no available administrative expense funds to reduce the 2026-27 Annual Installment.

D. ANNUAL INSTALLMENTS PER UNIT

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Assessments and to cover Administrative Expenses.

According to the Service and Assessment Plan, 255 residential units were estimated to be built within the PID. The Annual Installment to be collected from each residential unit for 2026-27 is shown in Table II-D-1 below.

Table II-D-1
Annual Installment Per Residential Unit

Budget Item	Net Budget Amount[1]	Annual Installment per Unit
Principal	$262,000.00	$1,027.45
Interest	$498,435.00	$1,954.65
Administrative Expenses	$45,900.00	$180.00
Total	**$806,335.00**	**$3,162.10**

1 – Refer to Table II-C-1 for additional budget details.

The list of Parcels within the PID, the number of units to receive a direct and special benefit from the Authorized Improvements, the outstanding Assessment, the annual principal and interest, the Administrative Expenses and the Annual Installment to be collected for 2026-27 are shown in the Assessment Roll Summary attached hereto as Appendix C-1.

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III. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement costs shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the units developed on each Parcel within the PID.

Assessment Methodology

This method of assessing property has not been changed and assessed property will continue to be assessed as provided for in the Service and Assessment Plan.

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IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to Section VI of the Service and Assessment Plan, the Assessment Rolls shall be updated each year to reflect:

(i) principal and interest on the PID Bonds, (ii) to pay Administrative Expenses related to the PID, and (iii) to fund the Delinquency and Prepayment Reserve described in Section V, as needed. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

The updated Assessment Roll is shown in Appendix C-1 of this report. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the estimated number of Units to be built on each newly subdivided Parcel

D = the sum of the estimated number of Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to the Lubbock Central Appraisal District (the "LCAD"), Parcels R158934 (Lot Type 1 Acre Lot) and R158935 (Lot Type 1 Acre Lot) were consolidated and replatted as Parcel R158934.

According to the LCAD, Parcels R305140 (Lot Type 1 Acre Lot) and R305141 (Lot Type 1 Acre Lot) were consolidated and replatted as Parcel R305140.

According to the LCAD, Parcels R305142 (Lot Type 1 Acre Lot) and R305143 (Lot Type 1 Acre Lot) were consolidated and replatted as Parcel R305143.

The Assessment for the consolidated Parcel shall be the sum of the Assessment on each Parcel prior to the consolidation, with each calculated separately. The Assessment for the Parcels consolidated are shown in Table IV-A-1 below.

Table IV-A-1
Annual Installment Before and After Consolidation

Prior to Consolidation				After Consolidation			
Original Parcels	**Units**	**Outstanding Assessment**	**Annual Installment**	**Consolidated Parcel**	**Units**	**Outstanding Assessment**	**Annual Installment**
R158934	1.00	$33,270.59	$3,162.10	R158934	2.00	$66,541.18	$6,324.20
R158935	1.00	$33,270.59	$3,162.10				
R305140	1.00	$33,270.59	$3,162.10	R305140	2.00	$66,541.18	$6,324.20
R305141	1.00	$33,270.59	$3,162.10				
R305142	1.00	$33,270.59	$3,162.10	R305143	2.00	$66,541.18	$6,324.20
R305143	1.00	$33,270.59	$3,162.10				
Total	**6.00**	**$199,623.53**	**$18,972.59**		**6.00**	**$199,623.53**	**$18,972.59**

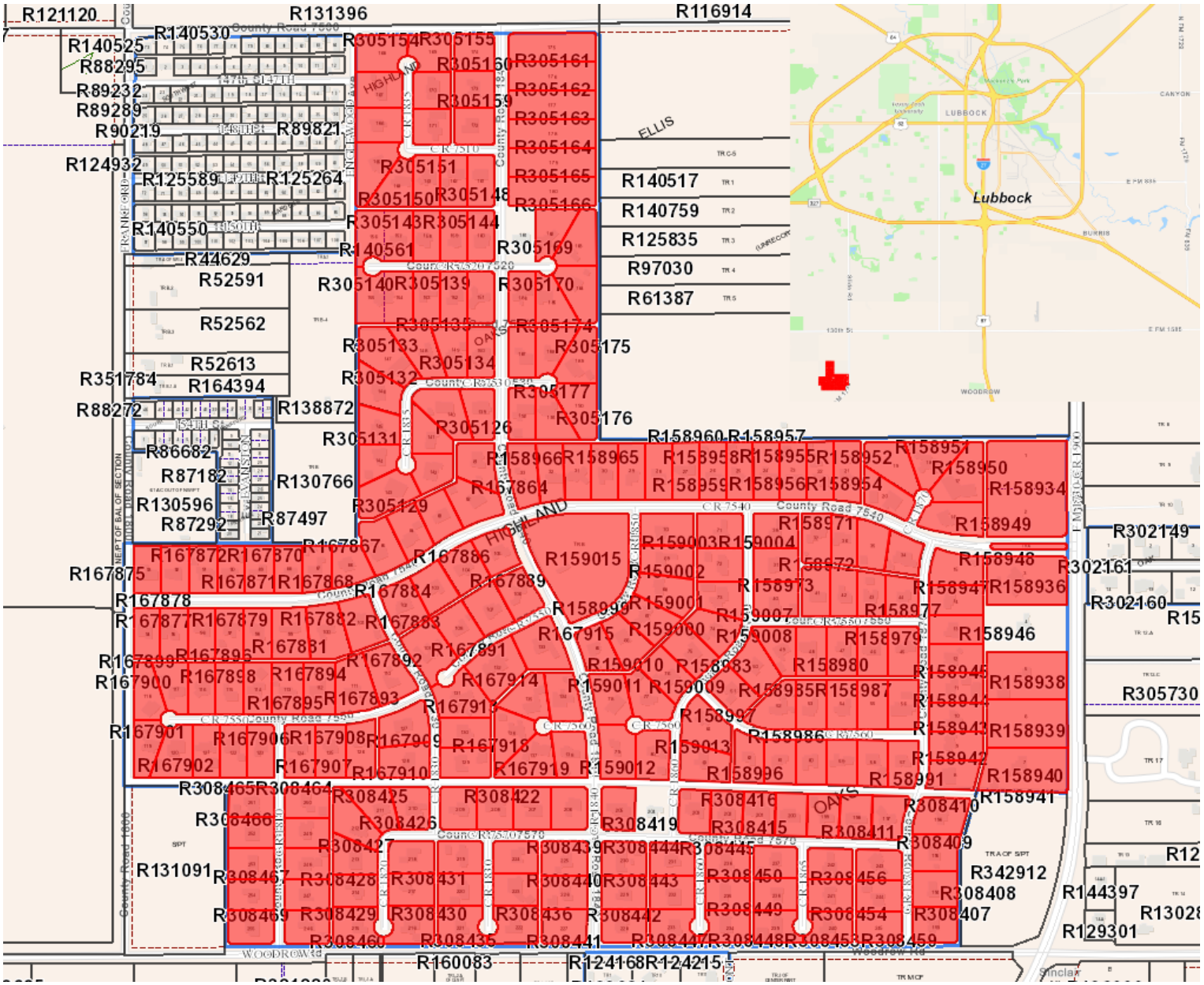
B. PREPAYMENT OF ASSESSMENTS

As of July 31, 2026, there have been no prepayments of Assessments for any Parcel within the PID.

The complete Assessment Rolls are available for review at the City of Lubbock, located at 1314 Avenue K, Lubbock, TX, 79401.

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APPENDIX A
PID MAP


R121120
R131396
R116914
R140530
R140525
R88295
R89232
R89289
R90219
R89821
R124932
R125589
R125264
R140550
R44629
R52591
R52562
R52613
R351784
R164394
R88272
R138872
R86682
R87182
R130766
R130596
R87292
R87497
R167867
R167872
R167870
R167875
R167871
R167868
R167884
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R167910
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R308429
R308430
R308436
R308460
R308435
R308441
R160083
R124168
R124215
R305154
R305155
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R305162
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R158900
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R158895
R158894

APPENDIX B
PREPAID PARCELS

As of July 31, 2026, there have been no prepayments of Assessments for any Parcel within the PID.

APPENDIX C-1
ASSESSMENT ROLL SUMMARY – 2026-27

Highland Oaks Public Improvement District
Assessment Roll Summary 2026-27

Parcel	Lot Type	Total Units	Total Outstanding Assessment	Principal	Interest	Administrative Expense	Additional Interest	Annual Installment
R158934	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158936	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158937	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158938	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158939	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158940	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158941	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158942	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158943	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158944	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158945	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158946	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158947	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158948	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158949	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158950	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158951	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158952	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158953	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158954	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158955	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158956	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158957	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158958	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158959	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158960	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158961	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158962	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158963	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158964	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158965	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158966	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158967	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158968	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158969	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158970	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158971	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158972	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158973	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158974	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158975	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158976	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158977	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158978	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158979	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158980	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158981	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158982	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158983	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158984	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158985	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158986	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158987	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158988	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158989	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158990	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158991	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158992	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10

Highland Oaks Public Improvement District
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Parcel	Lot Type	Total Units	Total Outstanding Assessment	Principal	Interest	Administrative Expense	Additional Interest	Annual Installment
R158993	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158994	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158995	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158996	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158997	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158998	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R158999	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159000	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159001	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159002	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159003	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159004	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159005	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159006	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159007	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159008	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159009	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159010	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159011	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159012	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159013	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R159014	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R159015	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R167863	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167864	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167865	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167866	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167867	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167868	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167869	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167870	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167871	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167872	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167873	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167874	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167875	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167876	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167877	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167878	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167879	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167880	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167881	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167882	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167883	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167884	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167885	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167886	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167887	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167888	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167889	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167890	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167891	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167892	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167893	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167894	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167895	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167896	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167897	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167898	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10

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Parcel	Lot Type	Total Units	Total Outstanding Assessment	Principal	Interest	Administrative Expense	Additional Interest	Annual Installment
R167899	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167900	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167901	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167902	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167903	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167904	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167905	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167906	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167907	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167908	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167909	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167910	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167911	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167912	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167913	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167914	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167915	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167916	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167917	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167918	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167919	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R167920	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305125	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305126	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305127	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305128	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305129	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305130	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305131	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305132	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305133	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305134	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305135	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305136	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305137	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305138	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305139	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305140	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305143	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305144	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305145	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305146	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305147	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305148	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305149	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305150	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305151	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305152	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305153	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305154	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305155	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305156	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305157	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305158	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305159	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305160	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305161	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10

Highland Oaks Public Improvement District
Assessment Roll Summary 2026-27

Parcel	Lot Type	Total Units	Total Outstanding Assessment	Principal	Interest	Administrative Expense	Additional Interest	Annual Installment
R305162	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305163	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305164	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305165	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305166	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305167	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305168	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305169	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305170	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305171	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305172	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305173	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305174	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305175	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305176	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305177	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R305178	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308407	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308408	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308409	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308410	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308411	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308412	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308413	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308414	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308415	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308416	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308417	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308418	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308419	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308420	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308421	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308422	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308423	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308424	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308425	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308426	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308427	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308428	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308429	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308430	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308431	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308432	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308433	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308434	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308435	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308436	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308437	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308438	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308439	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308440	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308441	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308442	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308443	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308444	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308445	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308446	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308447	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308448	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10

Highland Oaks Public Improvement District
Assessment Roll Summary 2026-27

Parcel	Lot Type	Total Units	Total Outstanding Assessment	Principal	Interest	Administrative Expense	Additional Interest	Annual Installment
R308449	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308450	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308451	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308452	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308453	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308454	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308455	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308456	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308457	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308458	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308459	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308460	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308461	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308462	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308463	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308464	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308465	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308466	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308467	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308468	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
R308469	1 Acre Lot	1.00	$33,270.59	$1,027.45	$1,954.65	$180.00	$0.00	$3,162.10
Total		**255.00**	**$8,484,000.00**	**$262,000.00**	**$498,435.00**	**$45,900.00**	**$0.00**	**$806,335.00**

APPENDIX C-2
PROJECTED SCHEDULE OF ANNUAL INSTALLMENTS

Highland Oaks Public Improvement District
Summary of Projected Annual Installments

Lot Type	1 Acre Lot
Outstanding Assessment	$33,271
Unit Count	1.00

Year[1]	Cumulative Outstanding Principal	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment
2026	$33,271	$1,027	$1,955	$180	$3,162
2027	$32,243	$1,082	$1,894	$184	$3,160
2028	$31,161	$1,145	$1,831	$187	$3,163
2029	$30,016	$1,208	$1,763	$191	$3,162
2030	$28,808	$1,275	$1,692	$195	$3,162
2031	$27,533	$1,345	$1,618	$199	$3,161
2032	$26,188	$1,420	$1,539	$203	$3,161
2033	$24,769	$1,498	$1,455	$207	$3,160
2034	$23,271	$1,584	$1,367	$211	$3,162
2035	$21,686	$1,675	$1,274	$215	$3,164
2036	$20,012	$1,769	$1,176	$219	$3,164
2037	$18,243	$1,867	$1,072	$224	$3,162
2038	$16,376	$1,973	$962	$228	$3,163
2039	$14,404	$2,082	$846	$233	$3,161
2040	$12,322	$2,200	$724	$238	$3,161
2041	$10,122	$2,325	$595	$242	$3,162
2042	$7,796	$2,455	$458	$247	$3,160
2043	$5,341	$2,596	$314	$252	$3,162
2044	$2,745	$2,745	$161	$257	$3,163
Total		**$33,271**	**$22,695**	**$4,111**	**$60,077**

1 - Annual Installment billed by the Lubbock County CAD during Year 2026 will be billed on or around 10/01/26 and payment is due by 1/31/27.
2 - The principal and interest amounts represent the final numbers of the Highland Oaks Reimbursement Agreement and will not increase during the life of the agreement. Interest is calculated throught the principal payment date of each year.
3 - Administrative expenses are estimated and will be updated each year in the Annual Service Plan Update.

THIS SCHEDULE IS AN ESTIMATE OF ANNUAL INSTALLMENT PAYMENTS AND IS SUBJECT TO CHANGE. THE EXACT AMOUNT OF EACH ANNUAL INSTALLMENT WILL BE REFLECTED IN THE HIGHLAND OAKS PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN, AS THE SAME IS UPDATED EACH YEAR.

Property Owners may choose to prepay their Assessment at any time. Effective January 1, 2024, for any single-family residential parcel prepaying an Assessment, a $500 fee will be included in the total payoff amount to cover processing and other lien release related filing expenses. If interested in prepaying an Assessment, please contact MuniCap by telephone at (469) 490-2800 or email at txpid@municap.com.

APPENDIX D
PID ASSESSMENT NOTICE

PID Assessment Notice

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF LUBBOCK, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

Lot Type – 1 Acre Lot

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lubbock, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Highland Oaks Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

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

Date: _____

_____ _____
Signature of Seller Signature of Seller

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

Date: _____

_____ _____
Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

AI# 14569
Regular City Council Meeting **5. 5.**
09/22/2026:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2026-O0119, Amendment 39, respecting the Highland Oaks Public Improvement District Capital Project Fund, to establish Capital Improvement Project 93000, Highland Oaks Water Distribution Project.

Item Summary

On September 8, 2026, the City Council approved the first reading of the ordinance.

I. Establish Capital Improvement Project 93000, Highland Oaks Water Distribution Project, and appropriate $7,099,665. Funding will be from Highland Oaks Public Improvement Disstrict (PID) Bonds.

The Highland Oaks PID)is a residential development adjacent to the southern city limits of the City of Lubbock, south of 146 Street F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730), consisting of approximately 374.74 acres. This PID was created to fund a capital improvement project to engineer, procure, and construct water infrastructure throughout the subdivision. This improvement would consist of installation of water infrastructure throughout the subdivision to each lot.

Fiscal Impact

Funding in the amount of $7,099,665 for Capital Improvement Project 93000, Highland Oaks Water Distribution Project, will be from Highland Oaks PID Bonds.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 39

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE HIGHLAND OAKS PUBLIC IMPROVEMENT DISTRICT (PID) CAPITAL PROJECT 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 2025-26 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2025-26 (Budget Amendment #39) for municipal purposes, as follows:

I. Establish Capital Improvement Project, 93000, Highland Oaks Water Distribution Project, and appropriate $7,099,665. Funding will be from Highland Oaks PID Bonds.

SECTION 2. A copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. 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:

Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

AI# 14622
Regular City Council Meeting **5. 6.**
09/22/2026:

Information

Agenda Item

Resolution - Finance: Consider a resolution approving the assignment of private activity bond authority from the Lubbock Housing Finance Corporation to the Texas Department of Housing and Community Affairs, to facilitate a single-family mortgage origination program.

Item Summary

The Lubbock Housing Finance Corporation ("LHFC") has been unable to issue single-family tax-exempt bonds (which provide below-market-rate loans for low to moderate income first-time homebuyers), since 2007.

The biggest obstacle for local issuers like LHFC is making an investment large enough to cover costs of issuance, down payment assistance, and negative arbitrage, which is required to receive the necessary rating on the bonds.

The Texas Department of Housing and Community Affairs ("TDHCA") has funds to cover costs related to issuing the bonds, so it has begun partnering with local housing finance corporations in a way that benefits all parties.

TDHCA is proposing that LHFC apply for $34,000,000 of private activity bond volume cap (the "Volume Cap Allocation"), which will be assigned to the Agency, so it can issue the bonds, and assume all costs of issuance. TDHCA will earmark $34,000,000 in bond proceeds, for three years, for loans to Lubbock homebuyers.

Fiscal Impact

The single-family mortgage revenue bonds issued by TDHCA will be special limited obligations of TDHCA, and neither the City of Lubbock, nor the Corporation, will be liable in any manner for the payment of such bonds.

Staff/Board Recommending

Joe Jimenez - Chief Financial Officer

Attachments

Resolution
Assignment

RESOLUTION

RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Lubbock Housing Finance Corporation (the "Corporation") was created by the City of Lubbock, Texas (the "Sponsor") pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269l-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (as it may be amended, the "Act"); and

WHEREAS, the Corporation has informed the Sponsor that the Corporation has filed or intends to file with the Texas Bond Review Board an application in the 2026 program year for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of $34,000,000 (the "Reservation"); and

WHEREAS, the Corporation has informed the Sponsor that the Board of Directors of the Corporation has adopted or intends to adopt a resolution to delegate to the Texas Department of Housing and Community Affairs ("TDHCA"), pursuant to Chapter 394.032(e) of the Act, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments as permitted under the Act, including its authority to issue bonds for those purposes; and

WHEREAS, as the governmental unit that created the Corporation, the City Council of the Sponsor (the "Governing Body") desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "Assignment Agreement"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted; NOW THEREFORE,

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

Section 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement, which is attached hereto as *Exhibit A* and incorporated herein as though forth fully herein. The approval herein given is solely pursuant to Chapter 1372.044 of the Texas Government Code, and is not to be construed as any undertaking by the Sponsor, and it is expressly acknowledged that any bonds issued by TDHCA using the Reservation would be obligations only of TDHCA and shall never constitute an indebtedness or pledge, within the meaning of any constitutional or statutory provision, of the Corporation, the Sponsor or any other municipal or political corporation or subdivision of the State of Texas, and the holders of any such obligations shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the Corporation, the Sponsor or any such municipal or political corporation or subdivision

Section 2. The Mayor and City Secretary of the Sponsor are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocs II/RES.LHFC Private Activity Bond
September 22, 2026

Exhibits:
Exhibit A – Term Sheet

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (this "**Agreement**") is made as of the _____day of _____, 2026 by and between **LUBBOCK HOUSING FINANCE CORPORATION** ("**HFC**"), a Texas non-profit housing finance corporation and the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS** ("**TDHCA**"), a public and official agency of the State of Texas.

RECITALS:

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Texas Local Government Code, Chapter 394 (as it may be amended, the "**Act**"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of the City of Lubbock, Texas.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain "private activity bonds" (as defined in Section 141(a) of the Code) must come within the issuing authority's private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond "State ceiling" (as defined in Section 146(d) of the Code) applicable to the State of Texas (the "**State**") is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the "**Allocation Act**").

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an "**Application for Reservation**") with the Texas Bond Review Board (the "**Bond Review Board**"), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the "**Allocation Rules**") require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on [**DATE OF RESOLUTION APPROVING FILING VOLUME CAP APPLICATION**], HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of $34,000,000 with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of "State Ceiling" in connection with such Application for Reservation (the "**Reservation**").

I. HFC has determined to (a) delegate to TDHCA HFC's authority to issue bonds or mortgage credit certificates ("**MCCs**") for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments as permitted under the Act, including its authority to issue bonds for those purposes, and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by the City of Lubbock, Texas (the "Sponsor") pursuant to the Act.

K. As the governmental unit that created HFC, the Sponsor has approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. **Assignment**. HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC's right, title and interest in, to and under the Reservation (the "**Assignment**"), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2026 program year.

2. **Consents**. HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

3. **Expenses**. TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and TDHCA will pay all costs associated with the issuance of the bonds.

4. **Agreement**. In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", and referred to herein together with the Pooled Loans collectively as "HFC Loans"), until an aggregate amount of $34,000,000 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the amount of volume cap used to originate the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis. The provisions in the Term Sheet attached hereto as Exhibit A (the "Term Sheet") are incorporated herein and supplement the provisions of this Agreement; however, in the event of any inconsistency between the provisions of this Agreement and the Term Sheet, the provisions of this Agreement shall supersede those of the Term Sheet.

5. **Fees**. TDHCA will pay an ongoing fee in the amount identified in, and in accordance with the provisions of, the Term Sheet (collectively, the "HFC Fees"). HFC Fees will be paid for a period as described in the Term Sheet for each HFC Loan. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.

6. **Reporting**. Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide loan level detail with respect to the outstanding loan balances as provided in the Term Sheet.

7. **Governing Law**. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

8. **Severability**. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

9. **Entire Agreement; Amendment and Waiver**. This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[*Execution pages follow*]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

LUBBOCK HOUSING FINANCE CORPORATION

By: _____
Name: _____
Title: _____

[signatures continue next page]

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: _____

Name: _____

Title: _____

EXHIBIT A – TERM SHEET

2026 Term Sheet
Housing Finance Corporation Volume Cap Assignment

Issuer:	Texas Department of Housing and Community Affairs ("TDHCA")
HFC Partner:	Housing Finance Corporation ("HFC")
Volume Cap:	To be reserved by the HFC for subsequent assignment to TDHCA ("Reservation").
Assignment:	TDHCA and the HFC will execute an Assignment Agreement to assign the Reservation to TDHCA. The HFC's governing body will be required to approve the Assignment.
Assignment Purpose:	To be used by TDHCA to originate (a) My First Texas Home Bond Loans that are eligible for pooling into mortgage backed securities and purchased by tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", collectively "HFC Loans").
Loan Prioritization	The HFC Loans shall be recorded on a first in first out ("FIFO") basis until the equivalent of the assigned volume cap has been exhausted.
Volume Cap Utilization:	Pooled Loans will be credited at par. Combo Loans will be credited in accordance with the volume cap used to originate such loan.
HFC Fees:	TDHCA will pay an ongoing fee of 4.75 basis points against the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. The HFC Fees will be paid for a period of ten years for each loan originated under the Assignment Agreement that is not more than 30-days delinquent at the time the Pooled Loan Fee is calculated. The outstanding balance will be reduced monthly to reflect principal repayments and prepayments (including foreclosures). HFC Fees cease to accrue with respect to any HFC Loan once that loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by the HFC.
Related Costs:	TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of the Assignment Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and will pay all costs associated with the issuance of the bonds.

Reporting:	Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

Mortgage Loan Program

While TDHCA may originate more loans within the HFC's jurisdiction, the maximum amount of HFC Loans is limited to the volume cap assigned.

Loans originated through a bond issue include FHA, VA, and USDA loans (no conventional loans). All loans must have a term of 30 years.

AI# 14607
Regular City Council Meeting **5. 7.**
09/22/2026:

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning a dedicated estate in a 2.185-acre tract of real property, located at the southwest corner of the intersection of 34th Street and Mackey Avenue, in the north half of Section 7, Block D-6, Lubbock County, Texas.

Item Summary

The City of Lubbock is requesting to close its own dedication deed located at the Southwest corner of 34th Street and Mackey Avenue. The purpose of this closure is simply a correction to the way the parcel was originally dedicated, and to change it from a dedication deed to a warranty deed. The dedication deed was approved by the Council previously on November 4, 2025.

The total area of the deed being closed is 95,179 square feet. The closure is of no cost, and the parcel use will remain the same, which is a future location for an elevated storage tank. The resolution and warranty deed will be on the October 13, 2026 City Council agenda, for consideration and approval with the second reading of this ordinance.

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

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

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Attachments

Ordinance - West Lubbock EST Site
EST Parcel - Survey
EST Site - GIS Map

ORDINANCE NO. _____

AN ORDINANCE ABANDONING A DEDICATED ESTATE IN A CERTAIN 2.185 ACRE TRACT OF REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF 34TH STREET AND MACKEY AVENUE, IN THE NORTH HALF OF SECTION 7, BLOCK D-6, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF THAT 162.44 ACRE TRACT DESCRIBED UNDER COUNTY CLERK FILE NUMBER 2019045752, OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED BY EXHIBIT TO THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the dedicated real property estate hereinafter described in the body of this Ordinance is no longer needed for public use; and it would be in the public interest to vacate and abandon the same for public use; NOW THEREFORE:

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

SECTION 1. THAT the dedicated real property estate hereinafter described shall BE and the same is hereby vacated and abandoned for public use, such area being more particularly described in the attached Exhibit "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 _____, 2026.

Passed by the City Council on second reading this ____day of _____, 2026.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

John Turpin, Division Director of Engineering/City Engineer

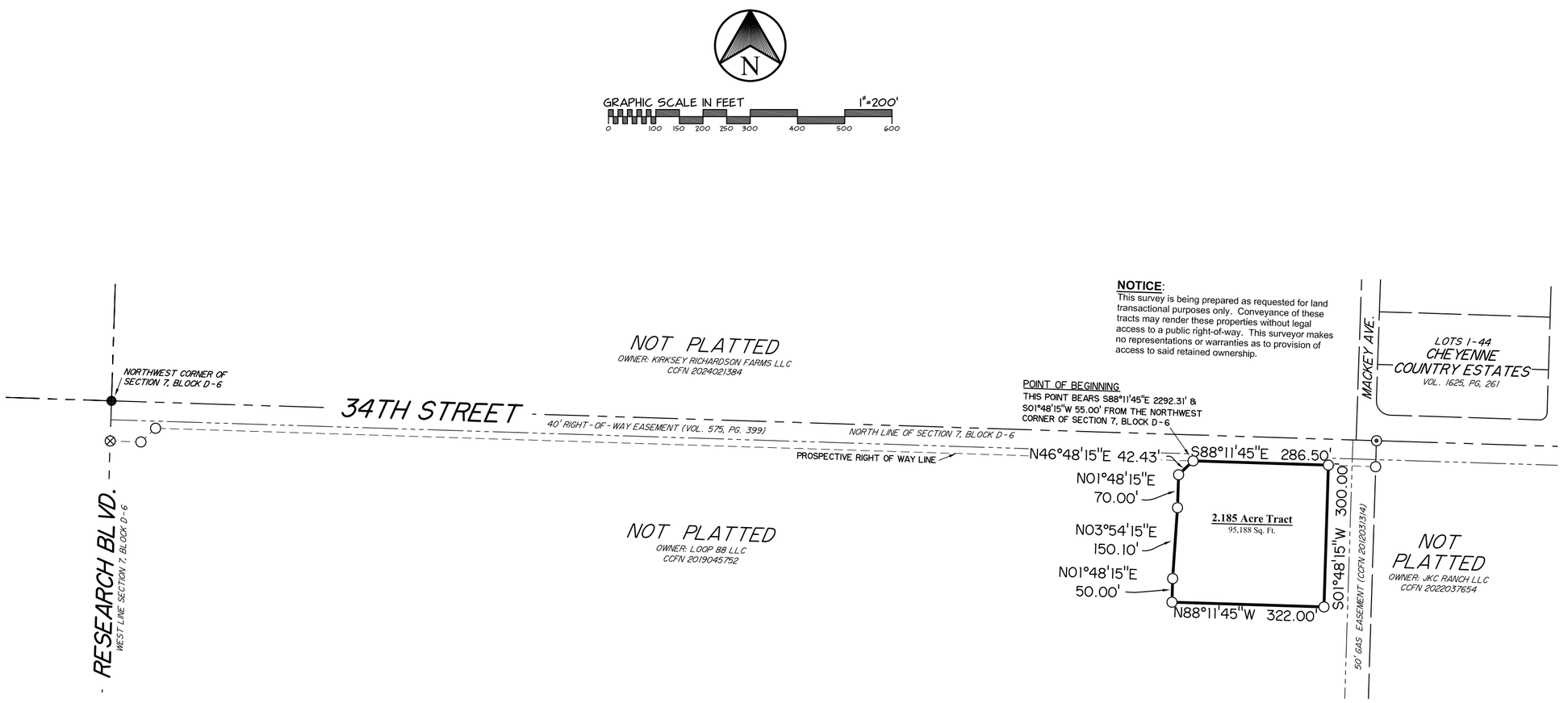
APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

PERIMETER SURVEY OF A 2.185 ACRE TRACT OF LAND LOCATED IN

SECTION 7, BLOCK D-6

LUBBOCK COUNTY, TEXAS



NOTICE:
This survey is being prepared as requested for land transactional purposes only. Conveyance of these tracts may render these properties without legal access to a public right-of-way. This surveyor makes no representations or warranties as to provision of access to said retained ownership.

METES AND BOUNDS DESCRIPTION of a 2.185-acre tract of land located in the North Half of Section 7, Block D-6, Lubbock County, Texas, being a portion of that 162.44-acre tract of land described under County Clerk File Number 2019045752, Official Public Records of Lubbock County, Texas, said 2.185-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Northerly Northwest corner of this tract, which bears S. 88°11'45" E. a distance of 2292.31 feet and S. 01°48'15" W. a distance of 55.00 feet from the Northwest corner of Section 7, Block D-6, Lubbock County, Texas;

THENCE S. 88°11'45" E. a distance of 286.50 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of this tract;

THENCE S. 01°48'15" W. a distance of 300.00 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set for the Southeast corner of this tract;

THENCE N. 88°11'45" W. a distance of 322.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract;

THENCE N. 01°48'15" E. a distance of 50.00 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set;

THENCE N. 03°54'15" E. a distance of 150.10 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set;

THENCE N. 01°48'15" E. a distance of 70.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Westerly Northwest corner of this tract;

THENCE N. 46°48'15" E. a distance of 42.43 feet to the Point of Beginning.

Contains: 95,188 square feet

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

TITLE COMMITMENT

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

This survey and all information hereon is for the exclusive use of The City of Lubbock and shall not be copied or used except for the purpose for which it is expressly furnished.

I, Robert A. Christopher, Texas Registered Professional Land Surveyor No. 5167, 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: October 25, 2024

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

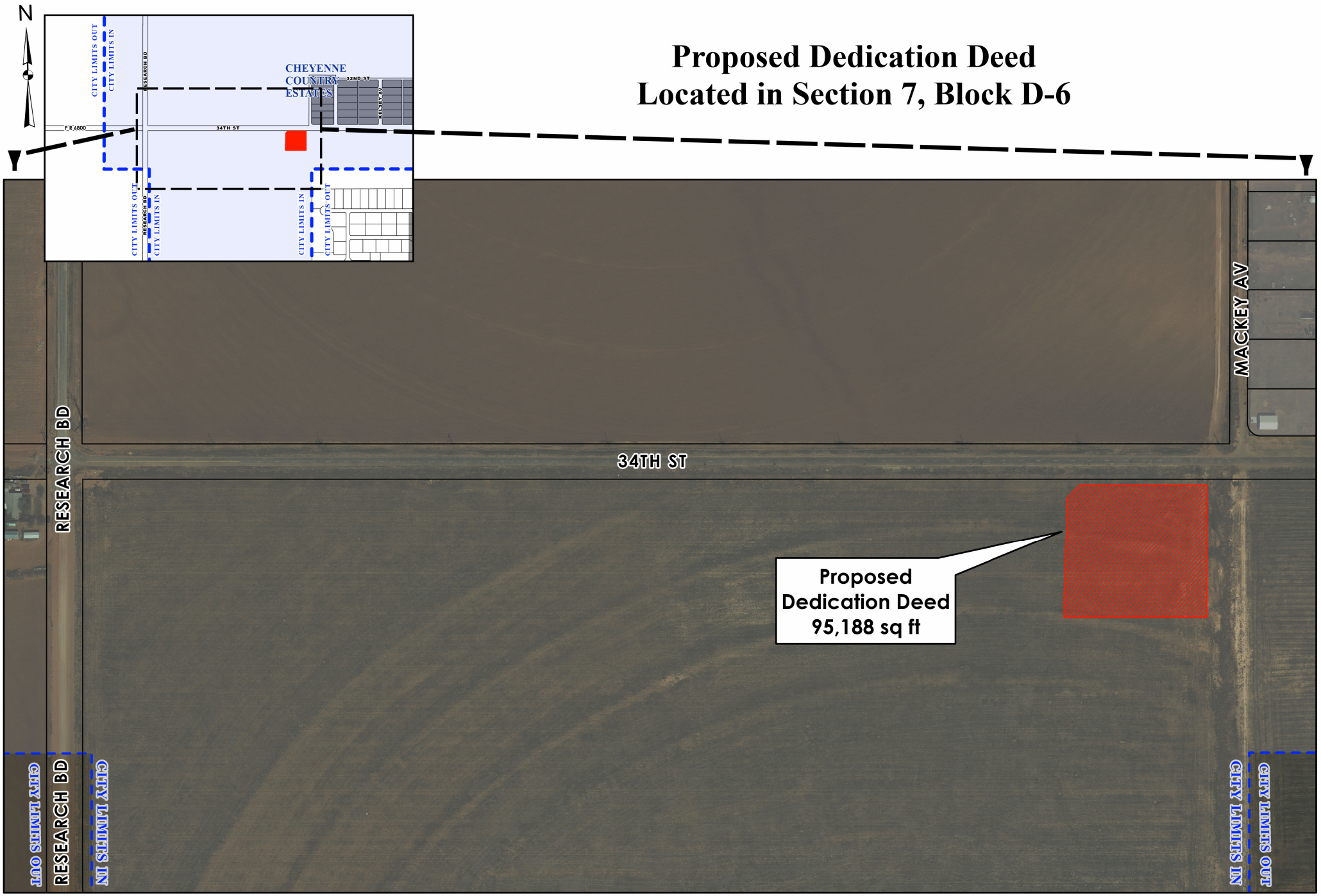
Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas

SCALE: 1"=200'
HEAVY LINES INDICATE PLAT LIMITS
CCFN - COUNTY CLERK FILE NUMBER
○ - SET 1/2" IRON ROD w/CAP MARKED "HUGO REED & ASSOC."
● - FOUND 5/8" IRON ROD
⊙ - FOUND DURANAIL w/SHINER
⊗ - SET DURANAIL w/SHINER

20241547/ZACH(GN)

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

Proposed Dedication Deed
Located in Section 7, Block D-6



0 200 400 600 800 1,000 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - April 2025

AI# 14595
Regular City Council Meeting **5. 8.**
09/22/2026:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with FADEV, LLC., for the purchase of a 1.1244-acre tract of land located in Section 21, Block E, Lubbock County, Texas, (Parcel 7), to be utilized for the 2024 Street Bond Project.

Item Summary

With the widening of 146th Street from University Avenue to Avenue P, the following street dedication to the City of Lubbock will allow for the construction of the arterial. FADEV, LLC is dedicating right-of-way, located at the southeast corner of 146th Street and University Avenue.

The proponent will dedicate a total of 48,979 square feet of land for street right-of-way purposes. The unencumbered portion is 32,961 square feet, at a cost of approximately $5.88 per square foot. The encumbered portion is 16,018 square feet, at a cost of approximately $0.0588 per square foot.

It is more particularly described in Exhibit “A” attached. The MOA is attached as Exhibit “B".

This transaction is subject to final approval by the City Council and approval of title.

Fiscal Impact

The total cost of the land acquisition is $194,752.54, plus closing costs, and is funded in Capital Improvements Project 92900, 146th Street: University Avenue to Avenue P – 24B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, Division Director of Engineering/City Engineer

Attachments

Resolution - 146th St., Parcel 27.pdf
Exhibit A 146th St., Parcel 27.pdf
MOA Exhibit B - 146th St., Parcel 27.pdf
Deed 146th St., Parcel 27.pdf
GIS Map 146th St., Parcel 27.pdf

CIP Spreadsheet 146th Street University to Avenue P September.pdf
92900 - 146th Street_ University Avenue to Avenue P - 24B (1).pdf

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 Agreement with FADEV, LLC., for the purchase of a 1.1244-acre tract located in Section 21, Block E, Lubbock County, Texas, further described as Parcel No. 27, and more particularly described in Exhibit "A" attached hereto. Said Agreement is attached hereto as Exhibit "B" 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:

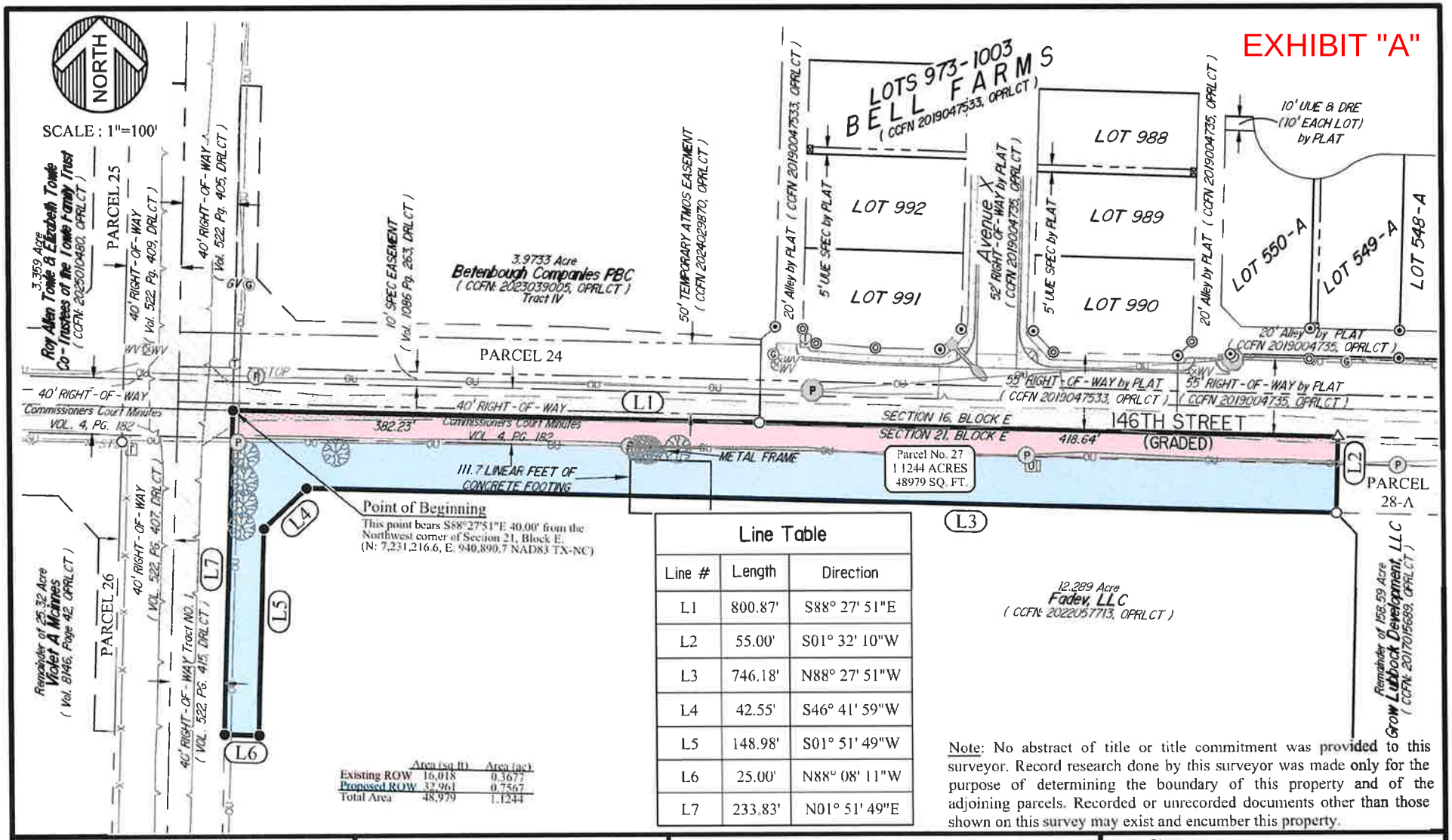
_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
David Rice, Assistant City Attorney

ccdocs II/RES.Memo of Agrmt – Parcel 27
August 31, 2026

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	800.87'	S88° 27' 51"E
L2	55.00'	S01° 32' 10"W
L3	746.18'	N88° 27' 51"W
L4	42.55'	S46° 41' 59"W
L5	148.98'	S01° 51' 49"W
L6	25.00'	N88° 08' 11"W
L7	233.83'	N01° 51' 49"E

	Area (sq ft)	Area (ac)
Existing ROW	16,018	0.3677
Proposed ROW	32,961	0.7567
Total Area	48,979	1.1244

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

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 27
PERIMETER SURVEY OF A
1.1244 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas

STATE OF TEXAS REGISTERED M. ALAN COX 7089 PROFESSIONAL LAND SURVEYOR

Surveyed on the ground, April 14, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances are surface, U.S. Survey feet. Combined Scale Factor: 0.99975

Copyright 2026, Hugo Reed and Associates, Inc.

LEGEND:

- Surveyed Property
- Adjacent Property
- Right-of-Way
- Easement
- ● - Set 1/2" Rod w/Cap
- ○ - Fd. 1/2" Iron Rod
- ◎ - Fd. 1/2" Iron Rod w/Cap 'AMD ENGINEERING'
- ⊙ - Fd. 1/2" Rod w/Cap 'STEVENS' PMRD - 2019047533, OPRLCT
- △ - Fd. 1/2" Rod w/Cap 'HUGO REED & ASSOC.' PMRD - 2022057713, OPRLCT

CCFN- County Clerk File Number
DRLCT- Deed Records of Lubbock County, Texas
OPRLCT- Official Public Records of Lubbock County, Texas
PMRD- Physical Monument of Record Dignity

DESCRIPTION FOR PARCEL 27

METES AND BOUNDS DESCRIPTION of a 1.1244 acre tract located in Section 21, Block E, Lubbock County, Texas, being a portion of that 12.289 acre tract as described in County Clerk File Number (CCFN) 2022057713, Official Public Records of Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." (N: 7,231,216.6, E: 940,890.7 NAD83 TX-NC) set in the North line of said Section 21, same being the Northeast corner of that 40.00-foot right-of-way dedicated in Volume 522, Page 415, Deed Records of Lubbock County, Texas, and for the Northwest corner of this tract, which bears S. 88°27'51" E. a distance of 40.00 feet from the Northwest corner of said Section 21;

THENCE S. 88°27'51" E., with the North line of said Section 21, at 382.23 feet pass a 1/2" iron rod, continuing for a total distance of 800.87 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC.", found at the Northwest corner of the remainder of that 158.59 acre tract described in CCFN 2017015689, OPRLCT, the Northeast corner of said 12.289 acre tract, and the Northeast corner of this tract;

THENCE S. 01°32'10" W., with the West line of said remainder of the 158.59 acre tract, a distance of 55.00 feet to a 1/2" iron rod found at the Southeast corner of this tract;

THENCE N. 88°27'51" W., parallel with and 55.00 feet south of the North line of said Section 21, a distance of 746.18 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for a point of intersection;

THENCE S. 46°41'59" W. a distance of 42.55 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for a point of intersection;

THENCE S. 01°51'49"W, parallel with and 65.00 feet East of the West line of said Section 21, a distance of 148.98 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for the Easterly Southwest corner of this tract;

THENCE N. 88°08'11" W. a distance of 25.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set in the East line of said 40.00-foot right-of-way, for the Westerly Southwest corner of this tract;

THENCE N. 01°51'49" E., parallel with and 40.00 feet east of the West line of said Section 21, a distance of 233.83 feet to the POINT OF BEGINNING.

Containing 1.1244 acres (48,979 sq. ft.) of land, more or less, with 0.3677 acres (16,018 sq. ft.) situated within the existing right-of-way and 0.7567 acres (32,961 sq. ft.) situated within the proposed right-of-way.

	Area (sq ft)	Area (ac)
Existing ROW	16,018	0.3677
Proposed ROW	32,961	0.7567
Total Area	48,979	1.1244

ROW: Right-of-Way

Bearings are relative to the Texas Coordinate System of 1983, North-Central Zone (2011). Distances are in surface, utilizing a combined scale factor of 0.99975

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 27
PERIMETER SURVEY OF A 1.1244 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas



Surveyed on the ground, April 14, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances are surface, U.S. Survey feet. Combined Scale Factor: 0.99975

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EXHIBIT "B"

MEMORANDUM OF AGREEMENT

FADEV, LLC, a
Texas limited liability company
P.O. Box 64664
Lubbock, Texas 79464-4664

Project ID: N/A
County: Lubbock
Project: 146th Street – University to Avenue P.
Parcel: Parcel 27

FADEV, LLC, a Texas limited liability company, referred to in this Memorandum as "Grantor" (whether one or more) agrees to grant City of Lubbock, Texas, referred to as "Grantee," fee simple title to a 1.1244 acre tract located in Section 21, Block E, Lubbock County, Texas and more particularly described in the attached Exhibit "A".

IT IS AGREED that the total consideration for the execution of a Street Public use and Public of Way Deed (the "Conveyance Instrument") is ONE HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED FITY-TWO AND 54/100 DOLLARS ($194,752.54)] (the "Just Compensation"); **provided, however, that the Grantor acknowledges and understands that the Just Compensation is subject to final approval by Lubbock's City Council (such approval to be made in the City's Council's sole discretion) and further subject to approval of title.**

IT IS FURTHER AGREED, and Grantor further acknowledges and understands that the Just Compensation includes LAND COMPENSATION – ONE HUNDRED NINETY-FOUR THOUSNAD SEVEN HUNDRED FIFTY-TWO AND 54/100 DOLLARS ($194,752.54) for the land and damages, if any (the "Land Compensation"), and further includes IMPROVEMENTS COMPENSATION – ZERO AND 00/100 DOLLARS ($0.00) for the improvements (the "Improvements Compensation"), to equal a total of ONE HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED FIFTY-TWO AND 54/100 DOLLARS ($194,752.54). The Improvements Compensation is detailed further below.

IT IS FUTHER AGREED that, the Improvements Compensation, if any, to be paid to Grantor shall include compensation for the improvements located within the proposed acquisition area and the cost necessary to return the functionality of the site (the "Cost to Cure"), as follows:

1. N/A

IT IS FURTHER AGREED that the Just Compensation is the total sum being paid to Grantor for the conveyance of the Parcel and compensation for the improvements located within the proposed acquisition area pursuant to the terms of this Memorandum and the Conveyance Instrument.

IT IS FURTHER AGREED that the Just Compensation represents a settlement and compromise by the Grantor and Grantee as to the value of the property conveyed in the Conveyance Instrument in order to avoid formal eminent domain proceedings and the added expense of litigation.

IT IS FURTHER AGREED that Grantor shall retain the following improvements (such improvements are referred to herein as the "Retained Improvements" whether one or more):

1. N/A

Grantor covenants and agrees to remove the Retained Improvements from the Property no later than thirty (30) days after closing, subject to such extensions of time as may be granted by Grantee in writing, such extensions shall be made in Grantee's sole discretion. If Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed herein, title to all or part of such Retained Improvements shall pass to and vest in Grantee, its successors and assigns forever, without further consideration paid to Grantor.

Grantor acknowledges the offer and sufficiency of the Just Compensation for the offer above and acknowledges that Grantee will not perform any work to relocate, rebuild or install any improvements in the area agreed upon.

The Just Compensation referenced above, the terms of this Memorandum of Agreement and the Conveyance Instrument constitute the only agreements between the parties and no other promises, considerations, covenants or conditions have been stated or implied. Grantor agrees to work with Pinnacle Consulting Management Group, Inc. prior to closing and obtain any lien releases required for issuance of a title policy or clear title as requested by Grantee.

IT IS FURTHER AGREED that, during the initial construction of the Project, the following special provisions shall apply:

_____

_____

_____

(collectively "Construction Special Provisions").

IT IS FURTHER UNDERSTOOD AND AGREED that Grantee's failure to comply with the Construction Special Provisions shall not be deemed a termination of rights granted to Grantee under the Conveyance Instrument.

Grantor confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Grantor;
3. Initial Offer Letter from the City of Lubbock;
4. Final Offer Letter from the City of Lubbock;
5. Proposed Conveyance Instrument from the City of Lubbock;
6. Appraisal Report and/or Market Study Report prepared by Pinnacle Consulting Management Group, Inc. dated May 19, 2026; and
7. Survey Plat and Legal Description of Parcel No. 27.

SIGNED with and as a part of the overall agreements between the parties on this _____ day of _____ 2026.

GRANTEE – CITY OF LUBBOCK, TEXAS, A HOME RULE MUNICIPAL CORPORATION:

_____

MARK W. MCBRAYER, MAYOR

ATTEST:

_____

COURTNEY PAZ, CITY SECRETARY

APPROVED AS TO CONTENT:

_____

JOHN TURPIN, DIVISION DIRECTOR OF ENGINEERING/CITY ENGINEER

_____

KERRY J. KOEHLER, ASSISTANT CITY ENGINEER

APPROVED AS TO FORM:

_____

DAVID RICE, ASSISTANT CITY ATTORNEY

GRANTOR(S):
FADEV, LLC, a Texas limited liability company

By: _____

Printed Name: Thomas K. Payne

Title: Manager

Date: 8-11-26

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.

146th Street – University to Avenue P
Parcel No. 27
SE Corner of University Ave. & 146th St., Lubbock, Texas 79423
a 1.1244 acre tract located in Section 21, Block E, Lubbock County, Texas

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

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

THAT **FADEV, 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 **CITY OF LUBBOCK, TEXAS**, herein called "GRANTEE", in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation. Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 11th day of August 2026

GRANTOR:
FADEV LLC, a Texas limited liability company

By: Thomas K. Payne, Manager

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 11th day of August, 2026 by Thomas K. Payne, Manager of FADEV LLC, a Texas limited liability company, on behalf of said corporation.

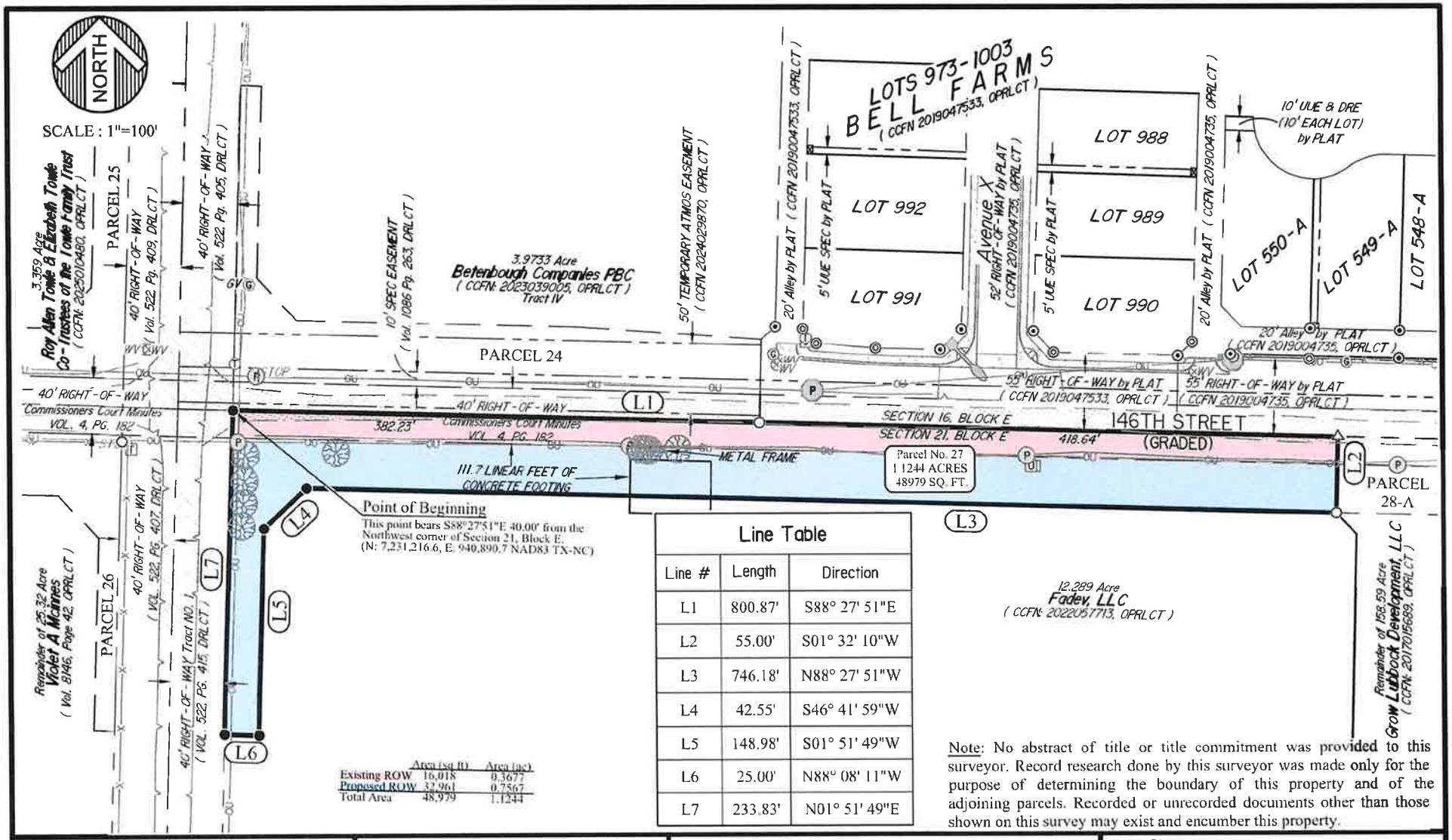
☑ physically appearing before me.

☐ 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.

FRANCHESCA M. VALDEZ
Notary Public, State of Texas
Comm. Expires 07-17-2027
Notary ID 124621329

Franchesca M. Valdez
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 7/17/27

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



Line Table		
Line #	Length	Direction
L1	800.87'	S88° 27' 51"E
L2	55.00'	S01° 32' 10"W
L3	746.18'	N88° 27' 51"W
L4	42.55'	S46° 41' 59"W
L5	148.98'	S01° 51' 49"W
L6	25.00'	N88° 08' 11"W
L7	233.83'	N01° 51' 49"E

	Area (sq ft)	Area (ac)
Existing ROW	16,018	0.3677
Proposed ROW	32,961	0.7567
Total Area	48,979	1.1244

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

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 27
PERIMETER SURVEY OF A
1.1244 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas

STATE OF TEXAS
REGISTERED
M. ALAN COX
7089
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground, April 14, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances are surface, U.S. Survey feet. Combined Scale Factor: 0.99975

Copyright 2026, Hugo Reed and Associates, Inc.

LEGEND:

- Surveyed Property
- Adjacent Property
- Right-of-Way
- Easement
- ● - Set 1/2" Rod w/Cap
- ○ - Fd. 1/2" Iron Rod
- ◎ - Fd. 1/2" Iron Rod w/Cap 'AMD ENGINEERING'
- ⊙ - Fd. 1/2" Rod w/Cap 'STEVENS' PMRD - 2019047533, OPRLCT
- △ - Fd. 1/2" Rod w/Cap 'HUGO REED & ASSOC.' PMRD - 2022057713, OPRLCT

CCFN- County Clerk File Number
DRLCT- Deed Records of Lubbock County, Texas
OPRLCT- Official Public Records of Lubbock County, Texas
PMRD- Physical Monument of Record Dignity

DESCRIPTION FOR PARCEL 27

METES AND BOUNDS DESCRIPTION of a 1.1244 acre tract located in Section 21, Block E, Lubbock County, Texas, being a portion of that 12.289 acre tract as described in County Clerk File Number (CCFN) 2022057713, Official Public Records of Lubbock County, Texas (OPRLCT), being further described as follows:

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THENCE S. 88°27'51" E., with the North line of said Section 21, at 382.23 feet pass a 1/2" iron rod, continuing for a total distance of 800.87 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC.", found at the Northwest corner of the remainder of that 158.59 acre tract described in CCFN 2017015689, OPRLCT, the Northeast corner of said 12.289 acre tract, and the Northeast corner of this tract;

THENCE S. 01°32'10" W., with the West line of said remainder of the 158.59 acre tract, a distance of 55.00 feet to a 1/2" iron rod found at the Southeast corner of this tract;

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	Area (sq ft)	Area (ac)
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Proposed ROW	32,961	0.7567
Total Area	48,979	1.1244

ROW: Right-of-Way

Bearings are relative to the Texas Coordinate System of 1983, North-Central Zone (2011). Distances are in surface, utilizing a combined scale factor of 0.99975

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 27
PERIMETER SURVEY OF A 1.1244 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas



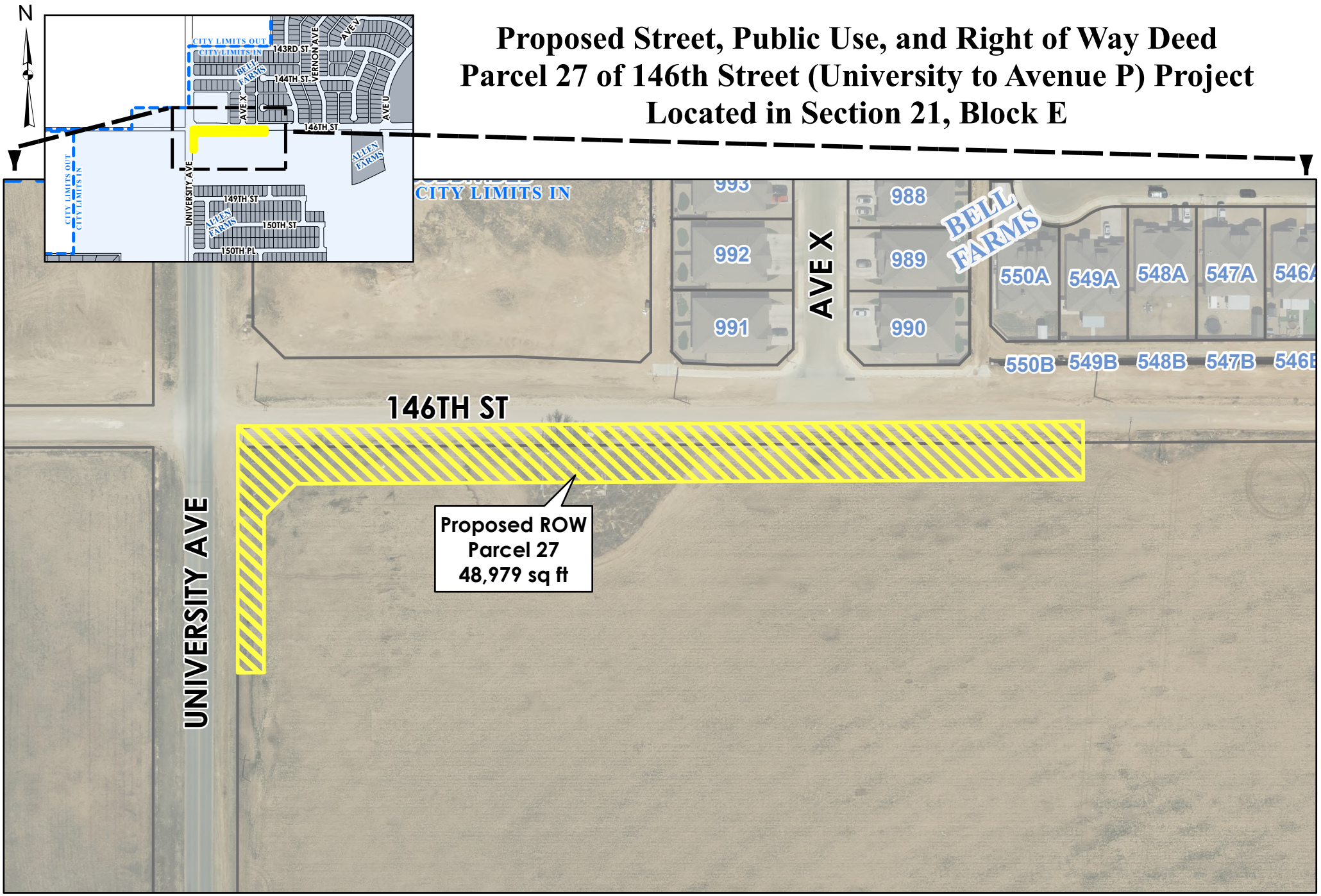
Surveyed on the ground, April 14, 2026

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
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Proposed Street, Public Use, and Right of Way Deed
Parcel 27 of 146th Street (University to Avenue P) Project
Located in Section 21, Block E



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - April 2025

City of Lubbock, TX
Capital Project
Project Cost Detail
September 22, 2026

Capital Project Number:	92900
Capital Project Name:	146th Street University Avenue to Avenue P-24E

Encumbered/Expended	**Budget**
Contract 18996 - Design Contract with Atkins Realis	$1,243,819
PSA Contract No. 18934 with Pinnacle Management Group, Inc.	$177,450
ROW Dedication, Parcel 41	$30,000
Staff Time	$28,549
Agenda Item September 22,2026	
ROW Dedication, Parcel 27	$194,753
ROW Dedication, Parcel 28	$358,016
ROW Dedication, Parcel 30	$79,035
Encumbered/Expended To Date	**$2,111,622**
Estimated Costs for Remaining Appropriation	
ROW Acquisition and Utility Coordination/Relocation	**$1,488,378**
Remaining Appropriation	$0
Total Appropriation To Date	**$3,600,000**

CIP 92900 146th Street: University Avenue to Avenue P - 24B

Bond Election Project – 2024

Project Manager: Kerry Koehler - Engineering

Project Scope

146th Street from University to Avenue P is currently a two-lane unpaved road designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. This project entails the ultimate design of a five-lane undivided thoroughfare and paving of a 1 mile 3-lane road, 1-lane in each direction with a center turn lane. Included is row acquisition and required utility adjustments as well as curb and gutter, drainage, streetlights, and sidewalk improvements.

Project Justification

On November 5, 2024, Lubbock voters approved a $103 million street improvements bond package for the purpose of providing public improvements. The funding will acquire, construct, and reconstruct street improvements, including but not limited to sidewalks, utility line relocations, and traffic signalization, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way for the full width dedication.

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2024-25 $3,600,000 appr. by Ord. 2024-O0152

Project Dates

Design Commencement: 07/2025
Design Completion: 09/2026
Bid for Construction: 01/2027
Award Construction: 03/2027
Construction Commencement: 04/2027
Construction Completion: 10/2028

Project Location

146th Street, University to Ave P

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Construction	$0	$11,000,000	$0	$0	$0	$0	$0
Design	$3,600,000	$0	$0	$0	$0	$0	$0
TOTAL	**$3,600,000**	**$11,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
General Obligation Bonds	$3,600,000	$11,000,000	$0	$0	$0	$0	$0
TOTAL	**$3,600,000**	**$11,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

AI# 14596
Regular City Council Meeting **5. 9.**
09/22/2026:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with Grow Lubbock Development, LLC., for the purchase of a 1.1945-acre tract and a 0.6555-acre Slope Easement located in Section 21, Block E, Lubbock County, Texas, (Parcel 28, Parts 1 and 2), on the south side of 146th Street between Avenue X and Avenue U, to be utilized for the 2024 Street Bond Project.

Item Summary

With the widening of 146th Street from University Avenue to Avenue P, the following street dedication to the City of Lubbock will allow for the construction of the arterial. Grow Lubbock Development, LLC is dedicating right-of-way, located on the south side of 146th Street between Avenue X and Avenue U.

The proponent will dedicate a total of 80,583 square feet of land for street right-of-way purposes. The unencumbered portion is 51,279 square feet at a cost of approximately $5.88 per square foot. The encumbered portion is 29,304 square feet at approximately $0.0588 per square foot.

The proponent will grant a slope easement, which is 18,630 square feet at approximately $2.94 per square foot, further described as Parcel No. 28 (Parts 1 & 2), and more particularly described in Exhibit “A” attached. The MOA is attached as Exhibit “B” and related documents.

This transaction is subject to final approval by the City Council and approval of title.

Fiscal Impact

The total cost of the land acquisition is $358,015.80, plus closing costs and is funded in Capital Improvements Project 92900, 146th Street: University Avenue to Avenue P – 24B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, Division Director of Engineering/City Engineer

Attachments

Resolution - 146thSt., Parcel 28a-28c.pdf
EXHIBIT A 146th St., Parcel 28.pdf

MOA Exhibit B - 146thSt., Parcel 28a-28c.pdf
Deed 146th St., Parcel 28.pdf
GIS Map - 146thSt., Parcel 28a-28c.pdf
CIP Spreadsheet 146th Street University to Avenue P September.pdf
92900 - 146th Street_ University Avenue to Avenue P - 24B (1).pdf

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 Agreement with Grow Lubbock Development, LLC., for the purchase of a 1.1945-acre and a 0.6555 acre Slope Easement located in Section 21, Block E, Lubbock County, Texas, further described as Parcel No. 28 parts 1 & 2, and more particularly described in Exhibit "A" attached hereto. Said Agreement is attached hereto as Exhibit "B" 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

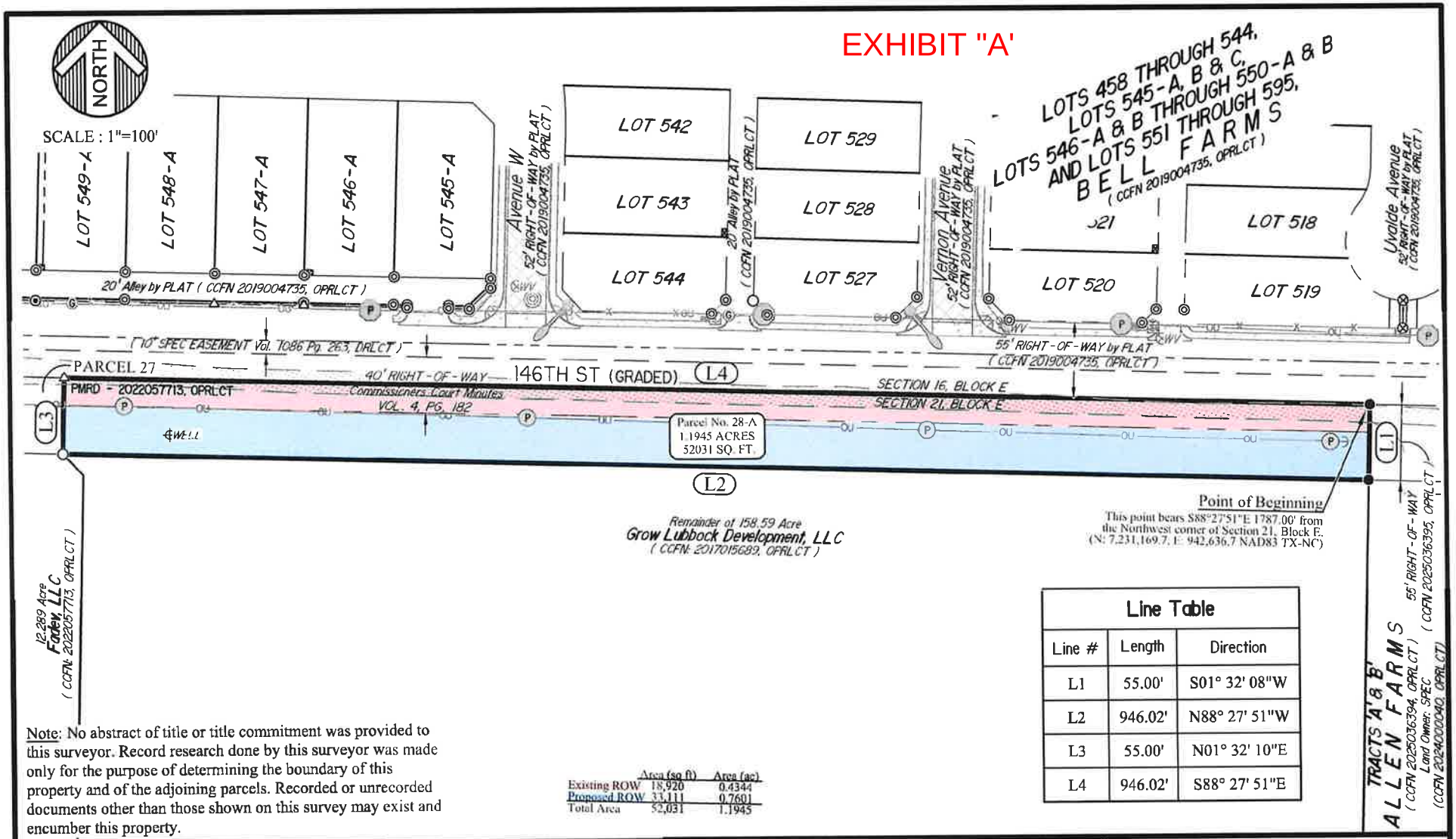
APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
David Rice, Assistant City Attorney

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	55.00'	S01° 32' 08"W
L2	946.02'	N88° 27' 51"W
L3	55.00'	N01° 32' 10"E
L4	946.02'	S88° 27' 51"E

	Area (sq ft)	Area (ac)
Existing ROW	18,920	0.4344
Proposed ROW	33,111	0.7601
Total Area	52,031	1.1945

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

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 28-A
PERIMETER SURVEY OF A
1.1945 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas

STATE OF TEXAS
REGISTERED
M. ALAN COX
7089
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground, March 14, 2026

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
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PHONE: 806 / 763-5642
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LEGEND:

- Surveyed Property
- Adjacent Property
- Section Line
- Right-of-Way
- Easement
- ● - Set 1/2" Rod w/Cap 'HUGO REED & ASSOC.'
- ⊙ - Fd. 1/2" Rod w/Cap 'AMD ENGINEERING'
- ◎ - Fd. 1/2" Rod w/Cap 'STEVENS RPLS 4339' PMRD - 2019004735, OPRLCT
- △ - Fd. 1/2" Rod w/Cap 'HUGO REED & ASSOC.'
- ○ - Fd. 1/2" Iron Rod
- ⊗ - Fd. Chiseled 'X' in Concrete

CCFN- County Clerk File Number
DRLCT- Deed Records of Lubbock County, Texas
OPRLCT- Official Public Records of Lubbock County, Texas
PMRD- Physical Monument of Record Dignity
SPEC- South Plains Electric COOP, INC

DESCRIPTION FOR PARCEL 28-A

METES AND BOUNDS DESCRIPTION of a 1.1945 acre tract located in Section 21, Block E, Lubbock County, Texas, being a portion of the remainder of that 158.59 acre tract described in County Clerk File Number (CCFN) 2017015689, Official Public Records of Lubbock County, Texas (OPRLCT), hereinafter referred to as the Grow Lubbock Tract, being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." (N: 7,231,169.7, E: 942,636.7 NAD83 TX-NC) set in the North line of said Section 21, same being the Northwest corner of that 55.00-foot right-of-way dedicated in CCFN 202503695, OPRLCT, a Northeast corner of said Grow Lubbock Tract, and for the Northeast corner of this tract, which bears S. 88°27'51" E. a distance of 1787.00 feet from the Northwest corner of said Section 21;

THENCE S. 01°32'08" W., with the West line of said 55.00-foot right-of-way, a distance of 55.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for the Northwest corner of Tract A, Allen Farms, an addition to the City of Lubbock, Lubbock County, Texas, according to the instrument recorded under CCFN 2025036394, OPRLCT, for the Southeast corner of this tract;

THENCE N. 88°27'51" W., parallel with and 55.00 feet south of the North line of said Section 21, a distance of 946.02 feet to a 1/2" iron rod found in the East line of that 12.289 acre tract described in CCFN 2022057713, OPRLCT, and at the Southwest corner of this tract;

THENCE N. 01°32'10" E., with the East line of said 12.289 acre tract, a distance of 55.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." found at the Northeast corner of said 12.289 acre tract, the Northwest corner of said Grow Lubbock Tract, and the Northwest corner of this tract;

THENCE S. 88°27'51" E., with the North line of said Section 21, a distance of 946.02 feet to the POINT OF BEGINNING.

Containing 1.1945 acres (52,031 sq. ft.) of land, more or less, with 0.4344 acres (18,920 sq. ft.) situated within the existing right-of-way and 0.7601 acres (33,111 sq. ft.) situated within the proposed right-of-way.

	Area (sq ft)	Area (ac)
Existing ROW	18,920	0.4344
Proposed ROW	33,111	0.7601
Total Area	52,031	1.1945

ROW: Right-of-Way

Bearings are relative to the Texas Coordinate System of 1983, North-Central Zone (2011). Distances are in surface, utilizing a combined scale factor of 0.99975

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 28-A
PERIMETER SURVEY OF A
1.1945 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas

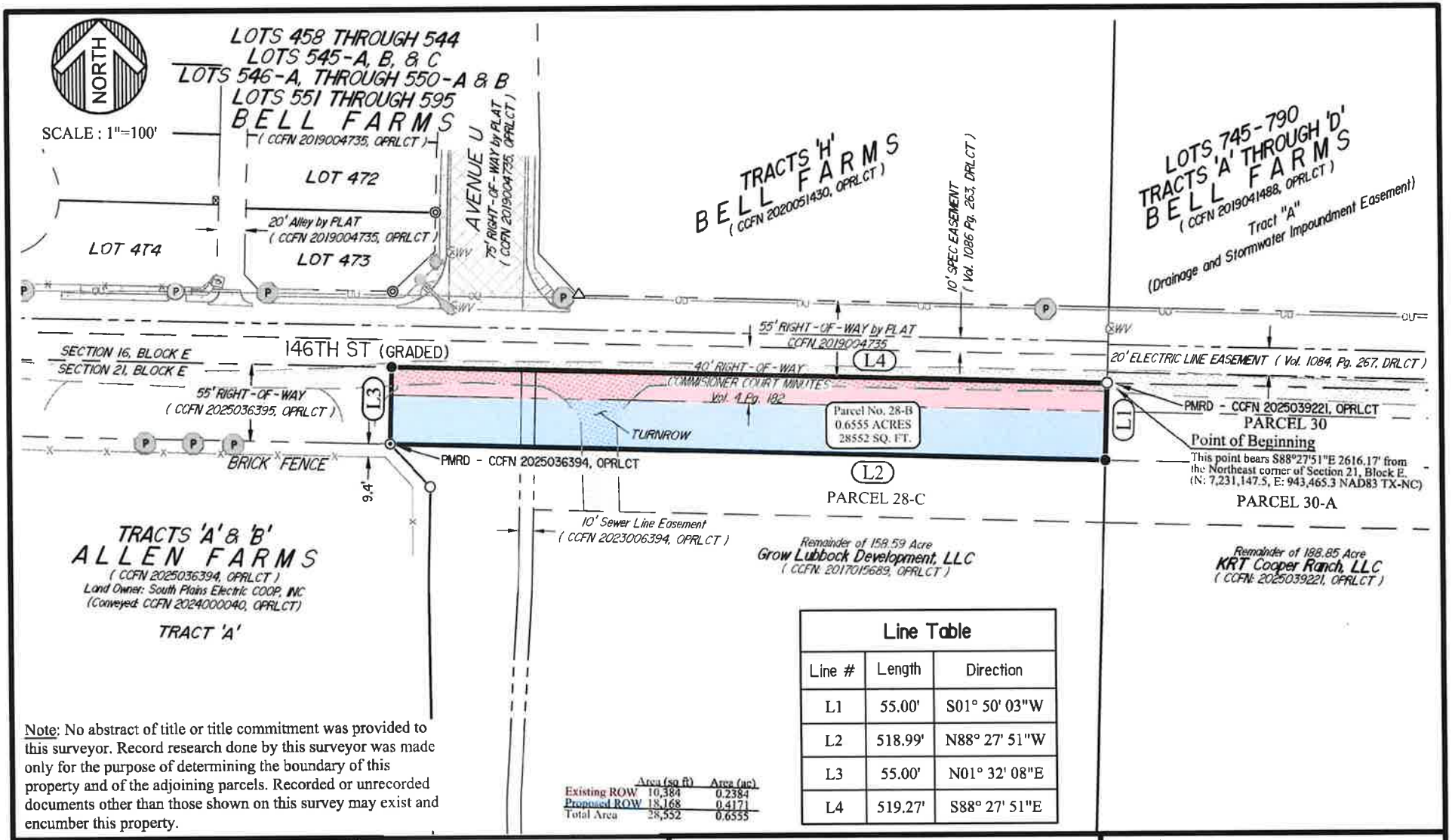
STATE OF TEXAS REGISTERED M. ALAN COX 7089 PROFESSIONAL LAND SURVEYOR

Surveyed on the ground, March 14, 2026

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100675-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances are surface, U.S. Survey feet. Combined Scale Factor: 0.99975

Copyright 2026, Hugo Reed and Associates, Inc.



Line Table		
Line #	Length	Direction
L1	55.00'	S01° 50' 03"W
L2	518.99'	N88° 27' 51"W
L3	55.00'	N01° 32' 08"E
L4	519.27'	S88° 27' 51"E

	Area (sq ft)	Area (ac)
Existing ROW	10,384	0.2384
Proposed ROW	18,168	0.4171
Total Area	28,552	0.6555

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

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 28-B
PERIMETER SURVEY OF A
0.6555 PARCEL LOCATED IN
SECTION 21BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas

STATE OF TEXAS
REGISTERED
M. ALAN COX
7089
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground, March 14, 2026

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Copyright 2026, Hugo Reed and Associates, Inc.

LEGEND:

- Surveyed Property
- Adjacent Property
- Section Line
- Right-of-Way
- Easement
- ● - Set 1/2" Rod w/Cap 'HUGO REED & ASSOC.'
- ◉ - Fd. 1/2" Rod w/Cap 'HUGO REED & ASSOC.'
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CCFN- County Clerk File Number
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DESCRIPTION FOR PARCEL 28-B

METES AND BOUNDS DESCRIPTION of a 0.6555 acre tract located in Section 21, Block E, Lubbock County, Texas, being a portion of the remainder of that 158.59 acre tract described in County Clerk File Number (CCFN) 2017015689, Official Public Records of Lubbock County, Texas (OPRLCT), hereinafter referred to as the Grow Lubbock Tract, being further described as follows:

BEGINNING at a 1/2" iron rod (N: 7,231,147.5, E: 943,465.3 NAD83 TX-NC) found in the North line of said Section 21, same being the Northwest corner of the remainder of that 188.85 acre tract described in CCFN 2025039221, OPRLCT, hereinafter referred to as the KRT Tract, the Northeast corner of said Grow Lubbock Tract, and at the Northeast corner of this tract, which bears S. 88°27'51" E. a distance of 2616.17 feet from the Northeast corner of said Section 21;

THENCE S. 01°50'03" W., with the West line of said KRT Tract, a distance of 55.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 88°27'51" W., parallel with and 55.00 feet south of the North line of said Section 21, a distance of 518.99 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC.", found at the Northerly Northeast corner of Tract A, Allen Farms, an addition to the City of Lubbock, Lubbock County, Texas, according to the instrument recorded under CCFN 2025036394, OPRLCT, same being the Southeast corner of that 55.00-foot right-of-way dedicated in CCFN 2025036395, OPRLCT, and the Southwest corner of this tract;

THENCE N. 01°32'08" E., with the East line of said 55.00-foot right-of-way, a distance of 55.00 feet to a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC.', set in the North line of said Section 21, same being the Northeast corner of said 55.00-foot right-of-way, a Northwest corner of said Grow Lubbock Tract, and for the Northwest corner of this tract;

THENCE S. 88°27'51" E., with the North line of said Section 21, a distance of 519.27 feet to the POINT OF BEGINNING.

Containing 0.6555 acres (28,552 sq. ft.) of land, more or less, with 0.2384 acres (10,384 sq. ft.) situated within the existing right-of-way and 0.4171 acres (18,168 sq. ft.) situated within the proposed right-of-way.

	Area (sq ft)	Area (ac)
Existing ROW	10,384	0.2384
Proposed ROW	18,168	0.4171
Total Area	28,552	0.6555

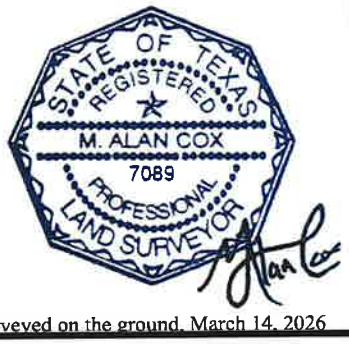
ROW: Right-of-Way

Bearings are relative to the Texas Coordinate System of 1983, North-Central Zone (2011). Distances are in surface, utilizing a combined scale factor of 0.99975.

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 28-B
PERIMETER SURVEY OF A
0.6555 PARCEL LOCATED IN
SECTION 21BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas



Surveyed on the ground, March 14, 2026

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
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Copyright 2026, Hugo Reed and Associates, Inc.

EXHIBIT "B"

MEMORANDUM OF AGREEMENT

Grow Lubbock Development LLC,
a Texas limited liability company
P.O. Box 64664
Lubbock, Texas 79464

Project ID: N/A
County: Lubbock
Project: 146th Street – University to Avenue P
Parcel: Parcel 28 parts 1 & 2

Grow Lubbock Development LLC, a Texas limited liability company referred to in this Memorandum as "Grantor" (whether one or more) agrees to grant City of Lubbock, Texas, referred to as "Grantee," fee simple title to 1.1945 acre and a 0.6555 acre tract located in Section 21, Block E, Lubbock County, Texas. and more particularly described in the attached Exhibit "A".

IT IS AGREED that the total consideration for the execution of a ROW Deed (the "Conveyance Instrument") is THREE HUNDRED FIFTY-EIGHT THOUSAND FIFTEEN AND 80/100 DOLLARS ($358,015.80)] (the "Just Compensation"); **provided, however, that the Grantor acknowledges and understands that the Just Compensation is subject to final approval by Lubbock's City Council (such approval to be made in the City's Council's sole discretion) and further subject to approval of title.**

IT IS FURTHER AGREED, and Grantor further acknowledges and understands that the Just Compensation includes LAND COMPENSATION – FIFTY THOUSAND AND 00/100 DOLLARS ($358,015.80) for the land and damages, if any (the "Land Compensation"), and further includes IMPROVEMENTS COMPENSATION – ZERO AND 00/100 DOLLARS ($0.00) for the improvements (the "Improvements Compensation"), to equal a total of THREE HUNDRED FIFTY-EIGHT THOUSAND FIFTEEN AND 80/100 DOLLARS ($358,015.80). The Improvements Compensation is detailed further below.

IT IS FUTHER AGREED that, the Improvements Compensation, if any, to be paid to Grantor shall include compensation for the improvements located within the proposed acquisition area and the cost necessary to return the functionality of the site (the "Cost to Cure"), as follows:

1. N/A

IT IS FURTHER AGREED that the Just Compensation is the total sum being paid to Grantor for the conveyance of the Parcel and compensation for the improvements located within the proposed acquisition area pursuant to the terms of this Memorandum and the Conveyance Instrument.

IT IS FURTHER AGREED that the Just Compensation represents a settlement and compromise by the Grantor and Grantee as to the value of the property conveyed in the Conveyance Instrument in order to avoid formal eminent domain proceedings and the added expense of litigation.

IT IS FURTHER AGREED that Grantor shall retain the following improvements (such improvements are referred to herein as the "Retained Improvements" whether one or more):

1. N/A

Grantor covenants and agrees to remove the Retained Improvements from the Property no later than thirty (30) days after closing, subject to such extensions of time as may be granted by Grantee in writing, such extensions shall be made in Grantee's sole discretion. If Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed herein, title to all or part of such Retained Improvements shall pass to and vest in Grantee, its successors and assigns forever, without further consideration paid to Grantor.

Grantor acknowledges the offer and sufficiency of the Just Compensation for the offer above and acknowledges that Grantee will not perform any work to relocate, rebuild or install any improvements in the area agreed upon.

The Just Compensation referenced above, the terms of this Memorandum of Agreement and the Conveyance Instrument constitute the only agreements between the parties and no other promises, considerations, covenants or conditions have been stated or implied. Grantor agrees to work with Pinnacle Consulting Management Group, Inc. prior to closing and obtain any lien releases required for issuance of a title policy or clear title as requested by Grantee.

IT IS FURTHER AGREED that, during the initial construction of the Project, the following special provisions shall apply:

_____

_____

_____

(collectively "Construction Special Provisions").

IT IS FURTHER UNDERSTOOD AND AGREED that Grantee's failure to comply with the Construction Special Provisions shall not be deemed a termination of rights granted to Grantee under the Conveyance Instrument.

Grantor confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Grantor;
3. Initial Offer Letter from the City of Lubbock;
4. Final Offer Letter from the City of Lubbock;
5. Proposed Conveyance Instrument from the City of Lubbock;
6. Appraisal Report and/or Market Study Report prepared by Pinnacle Consulting Management Group, Inc. dated May 19, 2026; and
7. Survey Plat and Legal Description of Parcel No. 28 parts 1 & 2.

SIGNED with and as a part of the overall agreements between the parties on this _____ day of _____ 2026.

GRANTEE – CITY OF LUBBOCK, TEXAS, A HOME RULE MUNICIPAL CORPORATION:

_____

MARK W. MCBRAYER, MAYOR

ATTEST:

_____

COURTNEY PAZ, CITY SECRETARY

APPROVED AS TO CONTENT:

_____

JOHN TURPIN, DIVISION DIRECTOR OF ENGINEERING/CITY ENGINEER

_____

KERRY J. KOEHLER, ASSISTANT CITY ENGINEER

APPROVED AS TO FORM:

_____

DAVID RICE, ASSISTANT CITY ATTORNEY

GRANTOR(S):
Grow Lubbock Development, LLC, a Texas limited liability company

By: _____

Printed Name: Thomas K. Payne

Title: Manager

Date: 8-11-26

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.

146th Street - University to Avenue P.
Parcel No. 28 pts. 1 & 2
S. Row line of 146th St.
a 1.1945 acre and a 0.6555 acre tract located in Section 21, Block E, Lubbock County, Texas, Lubbock County, Texas.

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

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

THAT **Grow Lubbock Development, 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 **him/her** in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, Grantor does hereby grant, sell, and convey to Grantee for public use forever and for street right-of-way and utility purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 11th day of August, 2026

GRANTOR(S):
Grow Lubbock Development, LLC, a Texas limited liability company

By: Thomas K. Payne, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 11th day of August, 2026

by Thomas K. Payne, Manager of Grow Lubbock Development, LLC, a Texas limited liability company.

The acknowledging person personally appeared by:

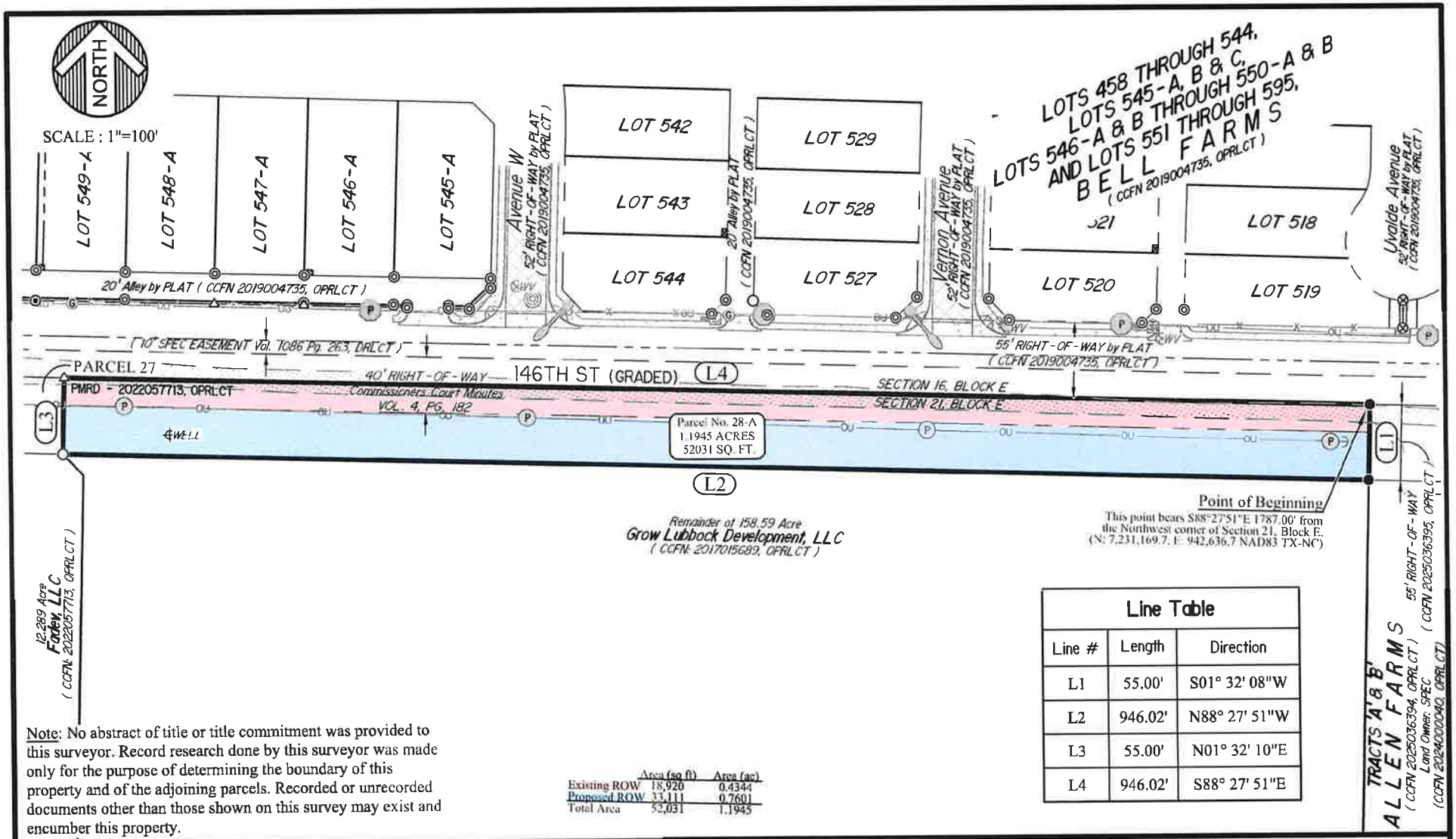
☑ physically appearing before me.

☐ 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.

FRANCHESCA M. VALDEZ
Notary Public, State of Texas
Comm. Expires 07-17-2027
Notary ID 124621329

Franchesca M. Valdez
NOTARY PUBLIC, STATE OF TX
My Commission Expires: 7/17/27

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



Line Table		
Line #	Length	Direction
L1	55.00'	S01° 32' 08"W
L2	946.02'	N88° 27' 51"W
L3	55.00'	N01° 32' 10"E
L4	946.02'	S88° 27' 51"E

	Area (sq ft)	Area (ac)
Existing ROW	18,920	0.4344
Proposed ROW	33,111	0.7601
Total Area	52,031	1.1945

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

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 28-A
PERIMETER SURVEY OF A
1.1945 ACRE PARCEL LOCATED IN
SECTION 21, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas

STATE OF TEXAS REGISTERED M. ALAN COX 7089 PROFESSIONAL LAND SURVEYOR

Surveyed on the ground, March 14, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances are surface, U.S. Survey feet. Combined Scale Factor: 0.99975

Copyright 2026, Hugo Reed and Associates, Inc.

LEGEND:

- Surveyed Property
- Adjacent Property
- Section Line
- Right-of-Way
- Easement
- ● - Set 1/2" Rod w/Cap 'HUGO REED & ASSOC.'
- ⊙ - Fd. 1/2" Rod w/Cap 'AMD ENGINEERING'
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- ⊗ - Fd. Chiseled 'X' in Concrete

CCFN- County Clerk File Number
DRLCT- Deed Records of Lubbock County, Texas
OPRLCT- Official Public Records of Lubbock County, Texas
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THENCE S. 01°32'08" W., with the West line of said 55.00-foot right-of-way, a distance of 55.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for the Northwest corner of Tract A, Allen Farms, an addition to the City of Lubbock, Lubbock County, Texas, according to the instrument recorded under CCFN 2025036394, OPRLCT, for the Southeast corner of this tract;

THENCE N. 88°27'51" W., parallel with and 55.00 feet south of the North line of said Section 21, a distance of 946.02 feet to a 1/2" iron rod found in the East line of that 12.289 acre tract described in CCFN 2022057713, OPRLCT, and at the Southwest corner of this tract;

THENCE N. 01°32'10" E., with the East line of said 12.289 acre tract, a distance of 55.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." found at the Northeast corner of said 12.289 acre tract, the Northwest corner of said Grow Lubbock Tract, and the Northwest corner of this tract;

THENCE S. 88°27'51" E., with the North line of said Section 21, a distance of 946.02 feet to the POINT OF BEGINNING.

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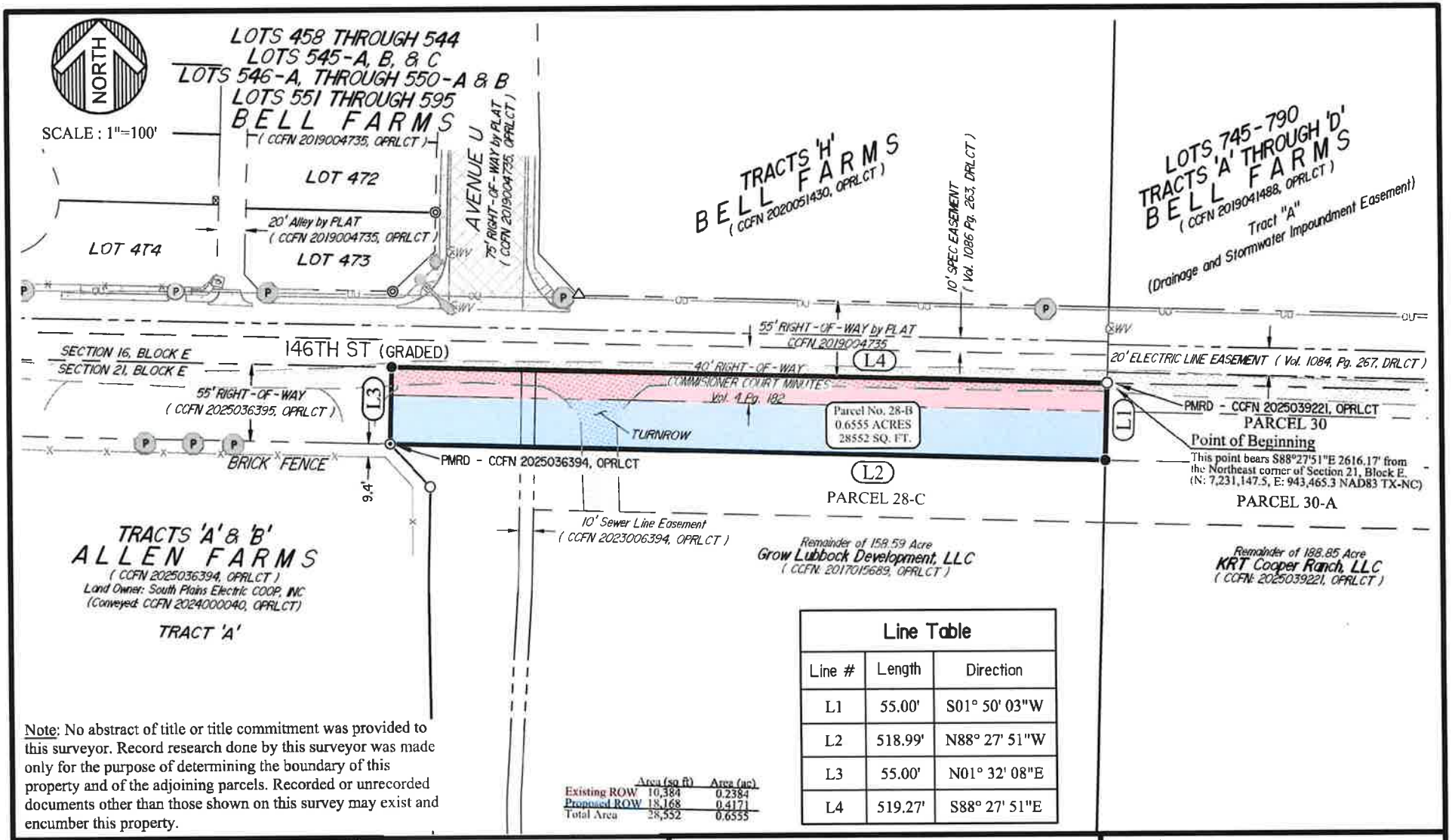
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DRLCT- Deed Records of Lubbock County, Texas
OPRLCT- Official Public Records of Lubbock County, Texas
PMRD- Physical Monument of Record Dignity

DESCRIPTION FOR PARCEL 28-B

METES AND BOUNDS DESCRIPTION of a 0.6555 acre tract located in Section 21, Block E, Lubbock County, Texas, being a portion of the remainder of that 158.59 acre tract described in County Clerk File Number (CCFN) 2017015689, Official Public Records of Lubbock County, Texas (OPRLCT), hereinafter referred to as the Grow Lubbock Tract, being further described as follows:

BEGINNING at a 1/2" iron rod (N: 7,231,147.5, E: 943,465.3 NAD83 TX-NC) found in the North line of said Section 21, same being the Northwest corner of the remainder of that 188.85 acre tract described in CCFN 2025039221, OPRLCT, hereinafter referred to as the KRT Tract, the Northeast corner of said Grow Lubbock Tract, and at the Northeast corner of this tract, which bears S. 88°27'51" E. a distance of 2616.17 feet from the Northeast corner of said Section 21;

THENCE S. 01°50'03" W., with the West line of said KRT Tract, a distance of 55.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 88°27'51" W., parallel with and 55.00 feet south of the North line of said Section 21, a distance of 518.99 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC.", found at the Northerly Northeast corner of Tract A, Allen Farms, an addition to the City of Lubbock, Lubbock County, Texas, according to the instrument recorded under CCFN 2025036394, OPRLCT, same being the Southeast corner of that 55.00-foot right-of-way dedicated in CCFN 2025036395, OPRLCT, and the Southwest corner of this tract;

THENCE N. 01°32'08" E., with the East line of said 55.00-foot right-of-way, a distance of 55.00 feet to a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC.', set in the North line of said Section 21, same being the Northeast corner of said 55.00-foot right-of-way, a Northwest corner of said Grow Lubbock Tract, and for the Northwest corner of this tract;

THENCE S. 88°27'51" E., with the North line of said Section 21, a distance of 519.27 feet to the POINT OF BEGINNING.

Containing 0.6555 acres (28,552 sq. ft.) of land, more or less, with 0.2384 acres (10,384 sq. ft.) situated within the existing right-of-way and 0.4171 acres (18,168 sq. ft.) situated within the proposed right-of-way.

	Area (sq ft)	Area (ac)
Existing ROW	10,384	0.2384
Proposed ROW	18,168	0.4171
Total Area	28,552	0.6555

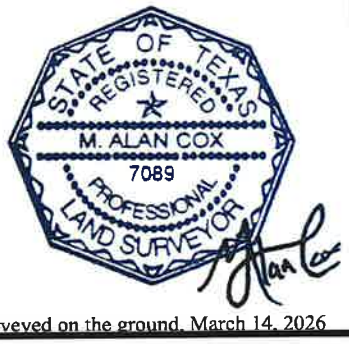
ROW: Right-of-Way

Bearings are relative to the Texas Coordinate System of 1983, North-Central Zone (2011). Distances are in surface, utilizing a combined scale factor of 0.99975.

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 28-B
PERIMETER SURVEY OF A
0.6555 PARCEL LOCATED IN
SECTION 21BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas



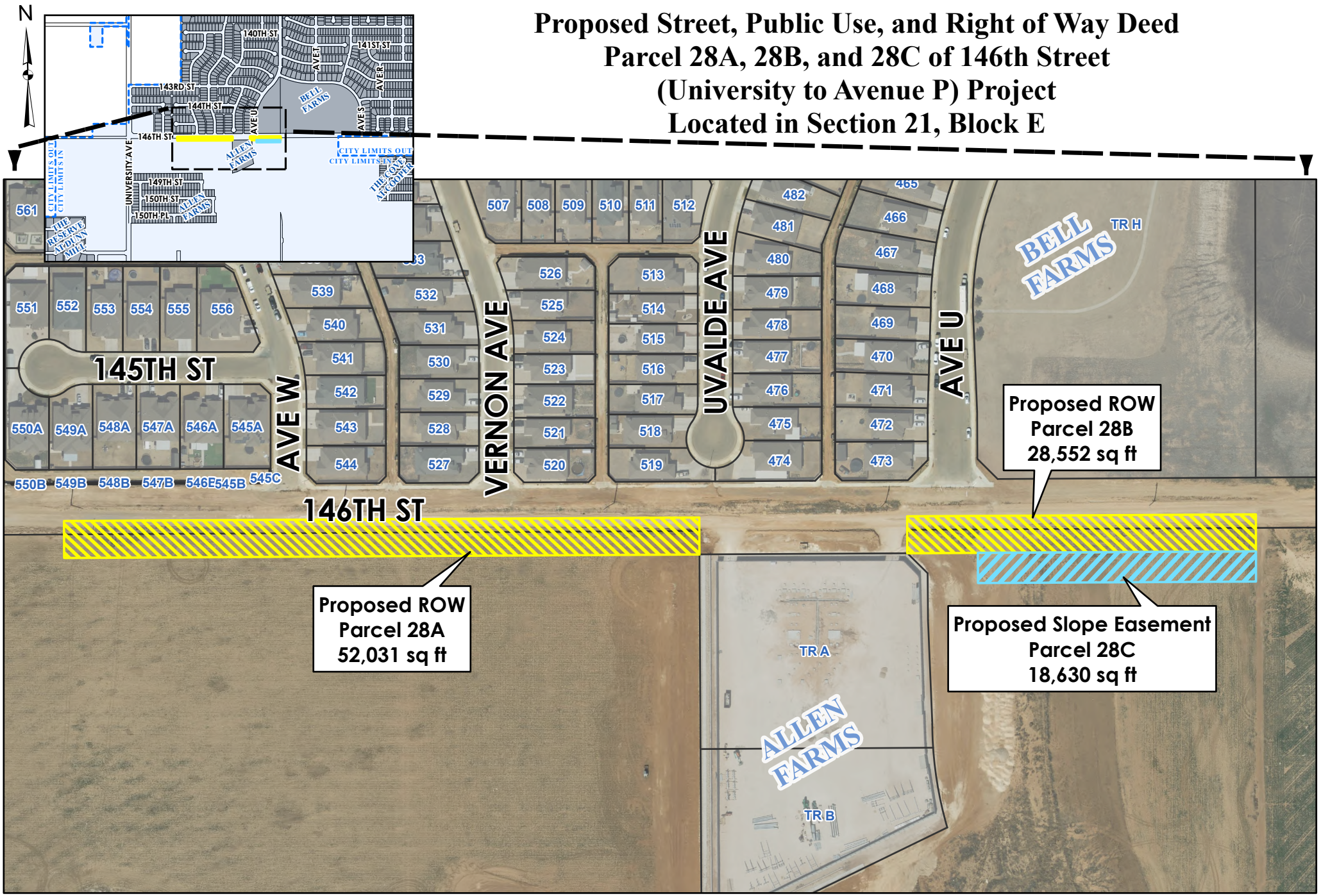
Surveyed on the ground, March 14, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances are surface, U.S. Survey feet. Combined Scale Factor: 0.99975

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Proposed Street, Public Use, and Right of Way Deed
Parcel 28A, 28B, and 28C of 146th Street
(University to Avenue P) Project
Located in Section 21, Block E



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - April 2025

City of Lubbock, TX
Capital Project
Project Cost Detail
September 22, 2026

Capital Project Number:	92900
Capital Project Name:	146th Street University Avenue to Avenue P-24E

Encumbered/Expended	**Budget**
Contract 18996 - Design Contract with Atkins Realis	$1,243,819
PSA Contract No. 18934 with Pinnacle Management Group, Inc.	$177,450
ROW Dedication, Parcel 41	$30,000
Staff Time	$28,549
Agenda Item September 22,2026	
ROW Dedication, Parcel 27	$194,753
ROW Dedication, Parcel 28	$358,016
ROW Dedication, Parcel 30	$79,035
Encumbered/Expended To Date	**$2,111,622**
Estimated Costs for Remaining Appropriation	
ROW Acquisition and Utility Coordination/Relocation	**$1,488,378**
Remaining Appropriation	$0
Total Appropriation To Date	**$3,600,000**

CIP 92900 146th Street: University Avenue to Avenue P - 24B

Bond Election Project – 2024

Project Manager: Kerry Koehler - Engineering

Project Scope

146th Street from University to Avenue P is currently a two-lane unpaved road designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. This project entails the ultimate design of a five-lane undivided thoroughfare and paving of a 1 mile 3-lane road, 1-lane in each direction with a center turn lane. Included is row acquisition and required utility adjustments as well as curb and gutter, drainage, streetlights, and sidewalk improvements.

Project Justification

On November 5, 2024, Lubbock voters approved a $103 million street improvements bond package for the purpose of providing public improvements. The funding will acquire, construct, and reconstruct street improvements, including but not limited to sidewalks, utility line relocations, and traffic signalization, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way for the full width dedication.

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2024-25 $3,600,000 appr. by Ord. 2024-O0152

Project Dates

Design Commencement: 07/2025
Design Completion: 09/2026
Bid for Construction: 01/2027
Award Construction: 03/2027
Construction Commencement: 04/2027
Construction Completion: 10/2028

Project Location

146th Street, University to Ave P

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Construction	$0	$11,000,000	$0	$0	$0	$0	$0
Design	$3,600,000	$0	$0	$0	$0	$0	$0
TOTAL	**$3,600,000**	**$11,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
General Obligation Bonds	$3,600,000	$11,000,000	$0	$0	$0	$0	$0
TOTAL	**$3,600,000**	**$11,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

AI# 14597
Regular City Council Meeting **5. 10.**
09/22/2026:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with KRT Cooper Ranch, LLC., a Texas limited liability company, for the purchase of a 1.2608-acre tract of land located in Section 21, Block E, Lubbock County, Texas (Parcel 30), on the south side of 146th Street between Avenue S and Avenue U, to be utilized for the 2024 Street Bond Project.

Item Summary

With the widening of 146th Street from University Avenue to Avenue P, the following street dedication to the City of Lubbock will allow for the construction of the arterial. KRT Cooper Ranch, LLC is dedicating right-of-way, located on the south side of 146th Street between Avenue S and Avenue U, further described as Parcel 30, and more particularly described in Exhibit "A" attached. The MOA is attached as Exhibit "B" and related documents.

The proponent will dedicate a total of 54,920 square feet of land for street right-of-way purposes. The unencumbered portion is 34,949 square feet at a cost of approximately $2.25 per square foot. The encumbered portion is 19,971 square feet at a cost of approximately $0.0225 per square foot.

This transaction is subject to final approval by the City Council and approval of title.

Fiscal Impact

The total cost of the land acquisition is $79,034.67, plus closing costs and is funded in Capital Improvements Project 92900, 146th Street: University Avenue to Avenue P – 24B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, Division Director of Engineering/City Engineer

Attachments

Resolution - 146th St. Parcel 30.pdf
Exhibit A- 146th St., Parcel 30.pdf
MOA Exhibit B - 146th St. Parcel 30.pdf
Deed - 146th St., Parcel 30.pdf

GIS Map - 146th St. Parcel 30.pdf
CIP Spreadsheet 146th Street University to Avenue P September.pdf
92900 - 146th Street_ University Avenue to Avenue P - 24B (1).pdf

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 Agreement with KRT Cooper Ranch, LLC., a Texas limited liability company, for the purchase of a 1.2608 acre tract located in Section 21, Block E, Lubbock County, Texas, further described as Parcel No. 30, and more particularly described in Exhibit "A" attached hereto. Said Agreement is attached hereto as Exhibit "B" 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:

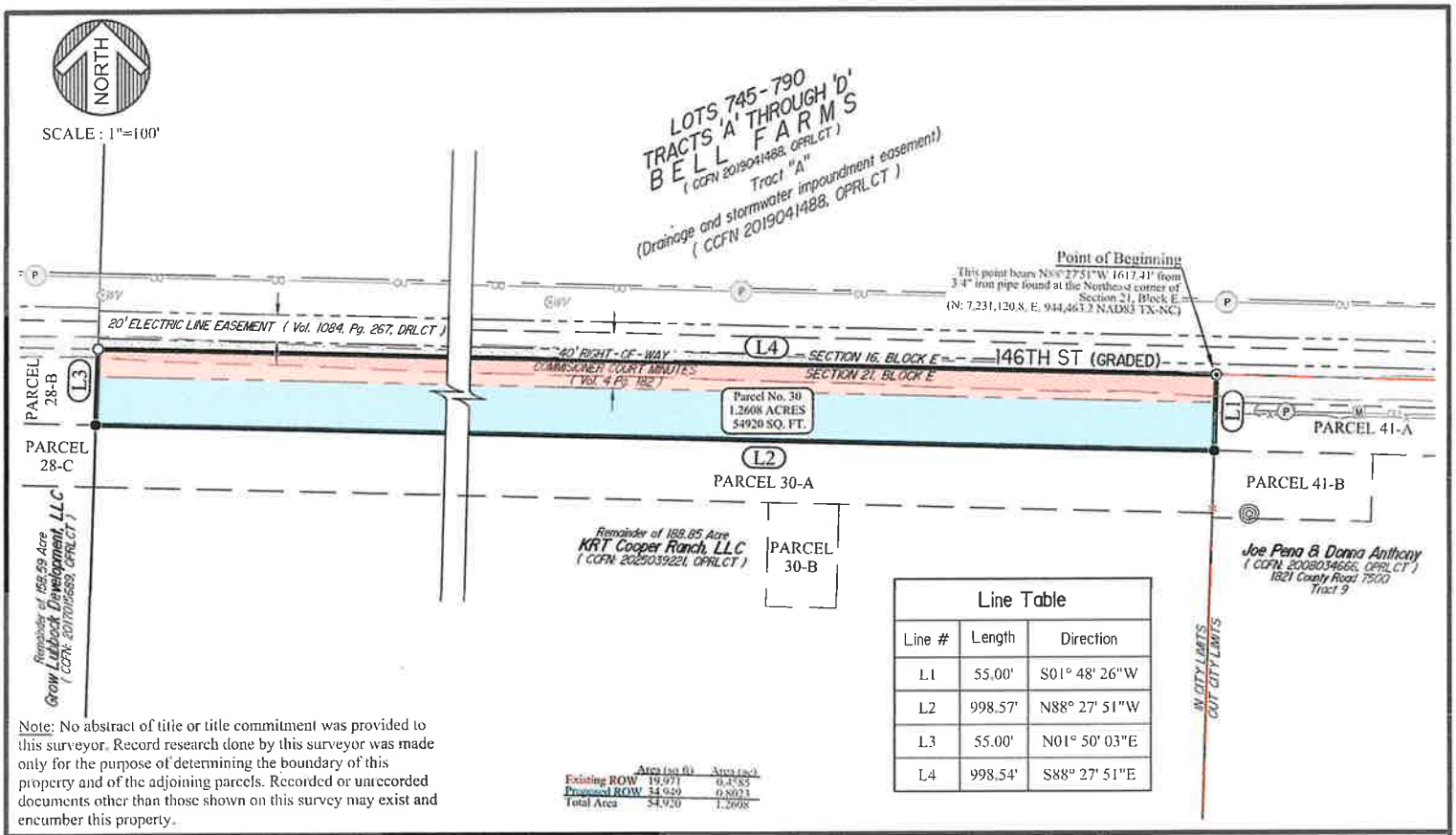
_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
David Rice, Assistant City Attorney

ccdocs II/RES.Memo of Agrmt – Parcel 30
August 27, 2026

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	55.00'	S01° 48' 26"W
L2	998.57'	N88° 27' 51"W
L3	55.00'	N01° 50' 03"E
L4	998.54'	S88° 27' 51"E

	Area (sq ft)	Area (ac)
Existing ROW	19,971	0.4585
Proposed ROW	34,949	0.8023
Total Area	54,920	1.2608

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

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 30
PERIMETER SURVEY OF A
1.2608 PARCEL LOCATED IN
SECTION 21BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas

STATE OF TEXAS
REGISTERED
M. ALAN COX
7089
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground, March 14, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 0.99975

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LEGEND:

- Surveyed Property
- Adjacent Property
- Section Line
- City Limits
- Right-of-Way
- Easement
- Set 1/2" Rod w/Cap "HUGO REED & ASSOC."
- Fd. 1/2" Rod w/Cap "HUGO REED & ASSOC."
- Fd. 1/2" Iron Rod PMRD - CCFN 2025039221, OPRLCT

CCFN- County Clerk File Number
DRLCT- Deed Records of Lubbock County, Texas
OPRLCT- Official Public Records of Lubbock County, Texas
PMRD- Physical Monument of Record Disunity

DESCRIPTION FOR PARCEL 30

METES AND BOUNDS DESCRIPTION of a 1.2608 acre tract located in Section 21, Block E, Lubbock County, Texas, being a portion of the remainder of that 188.85 acre tract described in County Clerk File Number (CCFN) 2025039221, Official Public Records of Lubbock County, Texas (OPRLCT), hereinafter referred to as the KRT Tract, being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." (N: 7,231,120.8, E: 944,463.2 NAD83 TX-NC) found in the North line of said Section 21, same being the Northwest corner of that tract conveyed to Joe Pena and Donna Anthony, described in CCFN 2008034666, OPRLCT, the Northeast corner of said KRT Tract, and the Northeast corner of this tract, which bears N88°27'51"W a distance of 1617.41 feet from a 3/4" iron pipe found at the Northeast corner of said Section 21;

THENCE S. 01°48'26" W., with the West line of said tract conveyed to Joe Pena and Donna Anthony, a distance of 55.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 88°27'51" W., parallel with and 55.00 feet south of the North line of said Section 21, a distance of 998.57 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set in the East line of the remainder of that 158.59 acre tract described in CCFN 2017015689, OPRLCT, hereinafter referred to as the Grow Lubbock Tract, and for the Southwest corner of this tract;

THENCE N. 01°50'03" E., with the East line of said Grow Lubbock Tract, a distance of 55.00 feet to a 1/2" iron rod found in the North line of said Section 21, same being the Northeast corner of said Grow Lubbock Tract, the Northwest corner of said KRT Tract, and at the Northwest corner of this tract;

THENCE S. 88°27'51" E., with the North line of said Section 21, a distance of 998.54 feet to the POINT OF BEGINNING.

Containing 1.2608 acres (54,920 sq. ft.) of land, more or less, with 0.4585 acres (19,971 sq. ft.) situated within the existing right-of-way and 0.8023 acres (34,949 sq. ft.) situated within the proposed right-of-way.

	Area (sq ft)	Area (ac)
Existing ROW	19,971	0.4585
Proposed ROW	34,949	0.8023
Total Area	54,920	1.2608

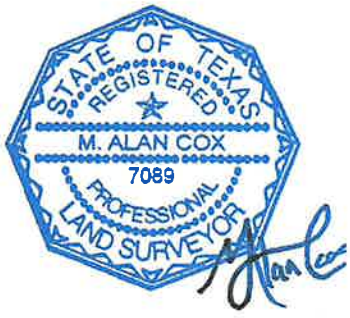
ROW: Right-of-Way

Bearings are relative to the Texas Coordinate System of 1983, North-Central Zone (2011). Distances are in surface, utilizing a combined scale factor of 0.99975.

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 30
PERIMETER SURVEY OF A
1.2608 PARCEL LOCATED IN
SECTION 21BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas



Surveyed on the ground, March 14, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 0.99975

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EXHIBIT "B"

MEMORANDUM OF AGREEMENT

KRT Cooper Ranch, LLC,
a Texas limited liability company
8213 Alcove Avenue
Lubbock, Texas 79424

Project ID: N/A
County: Lubbock
Project: 146th Street – University to Avenue P.
Parcel: 30

KRT Cooper Ranch, LLC, a Texas limited liability company, referred to in this Memorandum as "Grantor" (whether one or more) agrees to grant City of Lubbock, Texas, referred to as "Grantee," fee simple title to a 1.2608 acre tract located in Section 21, Block E, Lubbock County, Texas and more particularly described in the attached Exhibit "A".

IT IS AGREED that the total consideration for the execution of a Street Public use and Right of Way Deed (the "Conveyance Instrument") is SEVENTY-NINE THOUSAND THIRTY-FOUR AND 67/100 DOLLARS ($79,034.67) (the "Just Compensation"); **provided, however, that the Grantor acknowledges and understands that the Just Compensation is subject to final approval by Lubbock's City Council (such approval to be made in the City's Council's sole discretion) and further subject to approval of title.**

IT IS FURTHER AGREED, and Grantor further acknowledges and understands that the Just Compensation includes LAND COMPENSATION – SEVENTY-NINE THOUSAND THIRTY-FOUR AND 67/100 DOLLARS ($79,034.67) for the land and damages, if any (the "Land Compensation"), and further includes IMPROVEMENTS COMPENSATION – ZERO AND 00/100 DOLLARS ($0.00) for the improvements (the "Improvements Compensation"), to equal a total of SEVENTY-NINE THOUSAND THIRTY-FOUR AND 67/100 DOLLARS ($79,034.67). The Improvements Compensation is detailed further below.

IT IS FUTHER AGREED that, the Improvements Compensation, if any, to be paid to Grantor shall include compensation for the improvements located within the proposed acquisition area and the cost necessary to return the functionality of the site (the "Cost to Cure"), as follows:

IT IS FURTHER AGREED that the Just Compensation is the total sum being paid to Grantor for the conveyance of the Parcel and compensation for the improvements located within the proposed acquisition area pursuant to the terms of this Memorandum and the Conveyance Instrument.

IT IS FURTHER AGREED that the Just Compensation represents a settlement and compromise by the Grantor and Grantee as to the value of the property conveyed in the Conveyance Instrument in order to avoid formal eminent domain proceedings and the added expense of litigation.

IT IS FURTHER AGREED that Grantor shall retain the following improvements (such improvements are referred to herein as the "Retained Improvements" whether one or more):

Grantor covenants and agrees to remove the Retained Improvements from the Property no later than thirty (30) days after closing, subject to such extensions of time as may be granted by Grantee in writing, such extensions shall be made in Grantee's sole discretion. If Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed herein, title to all or part of such Retained Improvements shall pass to and vest in Grantee, its successors and assigns forever, without further consideration paid to Grantor.

Grantor acknowledges the offer and sufficiency of the Just Compensation for the offer above and acknowledges that Grantee will not perform any work to relocate, rebuild or install any improvements in the area agreed upon.

The Just Compensation referenced above, the terms of this Memorandum of Agreement and the Conveyance Instrument constitute the only agreements between the parties and no other promises, considerations, covenants or conditions have been stated or implied. Grantor agrees to work with Pinnacle Consulting Management Group, Inc. prior to closing and obtain any lien releases required for issuance of a title policy or clear title as requested by Grantee.

IT IS FURTHER AGREED that, during the initial construction of the Project, the following special provisions shall apply:

_____

_____

_____

(collectively "Construction Special Provisions").

IT IS FURTHER UNDERSTOOD AND AGREED that Grantee's failure to comply with the Construction Special Provisions shall not be deemed a termination of rights granted to Grantee under the Conveyance Instrument.

Grantor confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Grantor;
3. Initial Offer Letter from the City of Lubbock;
4. Final Offer Letter from the City of Lubbock;
5. Proposed Conveyance Instrument from the City of Lubbock;
6. Appraisal Report and/or Market Study Report prepared by Pinnacle Consulting Management Group, Inc. dated May 19, 2026; and
7. Survey Plat and Legal Description of Parcel No. 30.

SIGNED with and as a part of the overall agreements between the parties on this _____ day of _____ 2026.

GRANTEE – CITY OF LUBBOCK, TEXAS, A HOME RULE MUNICIPAL CORPORATION:

_____

MARK W. MCBRAYER, MAYOR

ATTEST:

_____

COURTNEY PAZ, CITY SECRETARY

APPROVED AS TO CONTENT:

_____

JOHN TURPIN, DIVISION DIRECTOR OF ENGINEERING/CITY ENGINEER

_____

KERRY J. KOEHLER, ASSISTANT CITY ENGINEER

APPROVED AS TO FORM:

_____

DAVID RICE, ASSISTANT CITY ATTORNEY

GRANTOR(S):
KRT Cooper Ranch, LLC, a Texas limited liability company

By: _____

Printed Name: Jack F. Strong, III

Title: Manager

Date: 8/20/26

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.

146th Street – University to Avenue P
Parcel No. 30
8213 Alcove Avenue, Lubbock, Texas 79424
a 1.2608 acre tract located in Section 21, Block E, Lubbock County, Texas

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

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

THAT **KRT Cooper 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 **CITY OF LUBBOCK, TEXAS**, herein called "GRANTEE", 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 _____ day of _____, 2026

GRANTOR(S):
KRT Cooper Ranch, LLC, a Texas limited liability company

_____
By: Jack F. Strong, III, Manager

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 20th day of August, 2026 by Jack F. Strong, III, Manager of KRT Cooper Ranch, LLC, a Texas limited liability company, on behalf of said corporation.

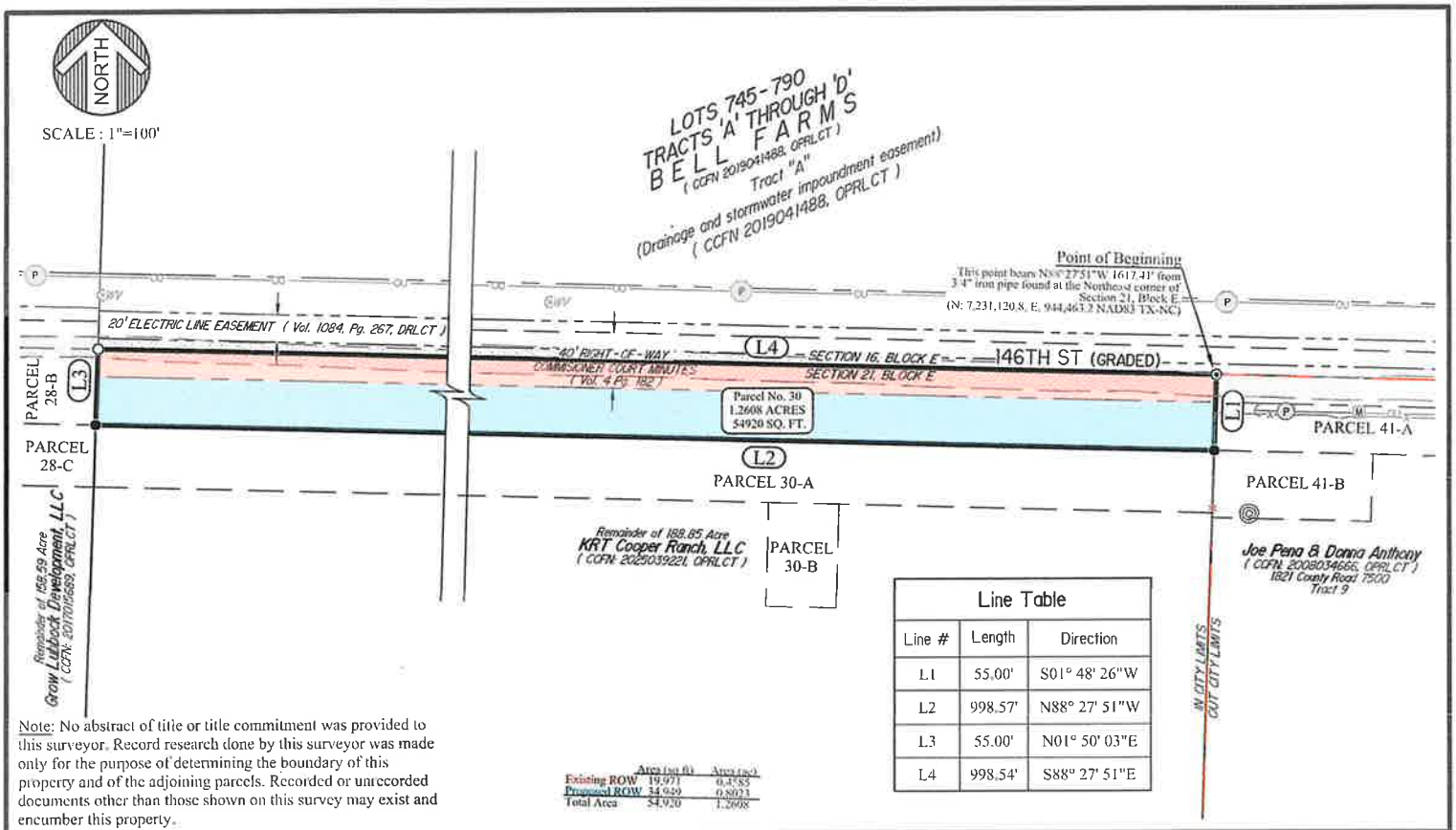
☑ physically appearing before me.

☐ 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.

DUSTI LYNN CARTER
Notary ID #10690157
My Commission Expires
April 23, 2030

Dusti Carter
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 4.23.30

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



Line Table		
Line #	Length	Direction
L1	55.00'	S01° 48' 26"W
L2	998.57'	N88° 27' 51"W
L3	55.00'	N01° 50' 03"E
L4	998.54'	S88° 27' 51"E

	Area (sq ft)	Area (ac)
Existing ROW	19,971	0.4585
Proposed ROW	34,949	0.8023
Total Area	54,920	1.2608

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

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 30
PERIMETER SURVEY OF A
1.2608 PARCEL LOCATED IN
SECTION 21BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas

STATE OF TEXAS REGISTERED M. ALAN COX 7089 PROFESSIONAL LAND SURVEYOR

Surveyed on the ground, March 14, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 0.99975

Copyright 2026, Hugo Reed and Associates, Inc.

LEGEND:

- Surveyed Property
- Adjacent Property
- Section Line
- City Limits
- Right-of-Way
- Easement
- Set 1/2" Rod w/Cap "HUGO REED & ASSOC."
- Fd. 1/2" Rod w/Cap "HUGO REED & ASSOC."
- Fd. 1/2" Iron Rod PMRD - CCFN 2025039221, OPRLCT

CCFN- County Clerk File Number
DRLCT- Deed Records of Lubbock County, Texas
OPRLCT- Official Public Records of Lubbock County, Texas
PMRD- Physical Monument of Record Density

DESCRIPTION FOR PARCEL 30

METES AND BOUNDS DESCRIPTION of a 1.2608 acre tract located in Section 21, Block E, Lubbock County, Texas, being a portion of the remainder of that 188.85 acre tract described in County Clerk File Number (CCFN) 2025039221, Official Public Records of Lubbock County, Texas (OPRLCT), hereinafter referred to as the KRT Tract, being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." (N: 7,231,120.8, E: 944,463.2 NAD83 TX-NC) found in the North line of said Section 21, same being the Northwest corner of that tract conveyed to Joe Pena and Donna Anthony, described in CCFN 2008034666, OPRLCT, the Northeast corner of said KRT Tract, and the Northeast corner of this tract, which bears N88°27'51"W a distance of 1617.41 feet from a 3/4" iron pipe found at the Northeast corner of said Section 21;

THENCE S. 01°48'26" W., with the West line of said tract conveyed to Joe Pena and Donna Anthony, a distance of 55.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 88°27'51" W., parallel with and 55.00 feet south of the North line of said Section 21, a distance of 998.57 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set in the East line of the remainder of that 158.59 acre tract described in CCFN 2017015689, OPRLCT, hereinafter referred to as the Grow Lubbock Tract, and for the Southwest corner of this tract;

THENCE N. 01°50'03" E., with the East line of said Grow Lubbock Tract, a distance of 55.00 feet to a 1/2" iron rod found in the North line of said Section 21, same being the Northeast corner of said Grow Lubbock Tract, the Northwest corner of said KRT Tract, and at the Northwest corner of this tract;

THENCE S. 88°27'51" E., with the North line of said Section 21, a distance of 998.54 feet to the POINT OF BEGINNING.

Containing 1.2608 acres (54,920 sq. ft.) of land, more or less, with 0.4585 acres (19,971 sq. ft.) situated within the existing right-of-way and 0.8023 acres (34,949 sq. ft.) situated within the proposed right-of-way.

	Area (sq ft)	Area (ac)
Existing ROW	19,971	0.4585
Proposed ROW	34,949	0.8023
Total Area	54,920	1.2608

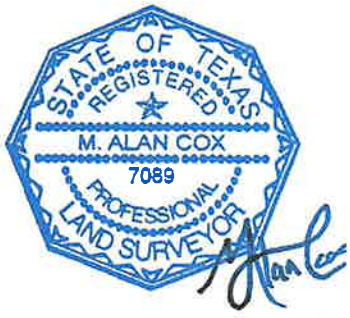
ROW: Right-of-Way

Bearings are relative to the Texas Coordinate System of 1983, North-Central Zone (2011). Distances are in surface, utilizing a combined scale factor of 0.99975.

146TH STREET UNIVERSITY - AVENUE P ROADWAY PROJECT

Parcel 30
PERIMETER SURVEY OF A
1.2608 PARCEL LOCATED IN
SECTION 21BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas



Surveyed on the ground, March 14, 2026

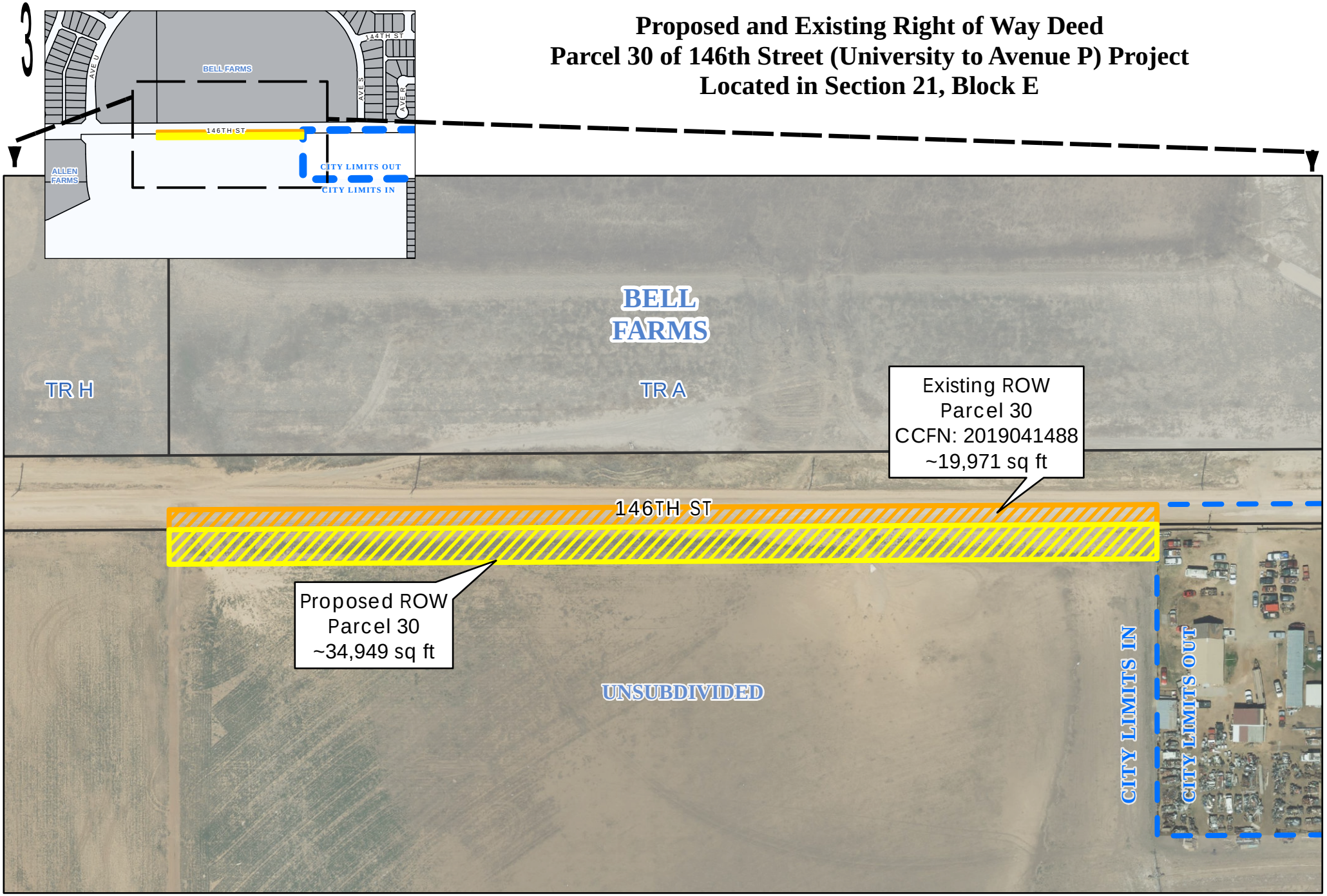
HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 0.99975

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3

Proposed and Existing Right of Way Deed
Parcel 30 of 146th Street (University to Avenue P) Project
Located in Section 21, Block E



0 100 200 300 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - April 2025

City of Lubbock, TX
Capital Project
Project Cost Detail
September 22, 2026

Capital Project Number:	92900
Capital Project Name:	146th Street University Avenue to Avenue P-24E

Encumbered/Expended	**Budget**
Contract 18996 - Design Contract with Atkins Realis	$1,243,819
PSA Contract No. 18934 with Pinnacle Management Group, Inc.	$177,450
ROW Dedication, Parcel 41	$30,000
Staff Time	$28,549
Agenda Item September 22,2026	
ROW Dedication, Parcel 27	$194,753
ROW Dedication, Parcel 28	$358,016
ROW Dedication, Parcel 30	$79,035
Encumbered/Expended To Date	**$2,111,622**
Estimated Costs for Remaining Appropriation	
ROW Acquisition and Utility Coordination/Relocation	**$1,488,378**
Remaining Appropriation	$0
Total Appropriation To Date	**$3,600,000**

CIP 92900 146th Street: University Avenue to Avenue P - 24B

Bond Election Project – 2024

Project Manager: Kerry Koehler - Engineering

Project Scope

146th Street from University to Avenue P is currently a two-lane unpaved road designated in the 2018 Thoroughfare Master Plan to become a five-lane modified principal arterial roadway. This project entails the ultimate design of a five-lane undivided thoroughfare and paving of a 1 mile 3-lane road, 1-lane in each direction with a center turn lane. Included is row acquisition and required utility adjustments as well as curb and gutter, drainage, streetlights, and sidewalk improvements.

Project Justification

On November 5, 2024, Lubbock voters approved a $103 million street improvements bond package for the purpose of providing public improvements. The funding will acquire, construct, and reconstruct street improvements, including but not limited to sidewalks, utility line relocations, and traffic signalization, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way for the full width dedication.

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2024-25 $3,600,000 appr. by Ord. 2024-O0152

Project Dates

Design Commencement: 07/2025
Design Completion: 09/2026
Bid for Construction: 01/2027
Award Construction: 03/2027
Construction Commencement: 04/2027
Construction Completion: 10/2028

Project Location

146th Street, University to Ave P

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Construction	$0	$11,000,000	$0	$0	$0	$0	$0
Design	$3,600,000	$0	$0	$0	$0	$0	$0
TOTAL	**$3,600,000**	**$11,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
General Obligation Bonds	$3,600,000	$11,000,000	$0	$0	$0	$0	$0
TOTAL	**$3,600,000**	**$11,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

AI# 14608
Regular City Council Meeting 5. 11.
09/22/2026:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with Katherine Brown, for the purchase of a 0.0092-acre tract located in Section 42, Block AK, Lubbock County, Texas (Parcel 65), at the northwest corner of Upland Avenue and 26th Street, to be utilized for the 2022 Street Bond Project.

Item Summary

Katherine Brown is dedicating right-of-way to the City of Lubbock to be utilized for roadway improvements on the Upland Avenue: 19th Street to 34th Street Capital Improvements Bond Project, located at the northwest corner of Upland Avenue and 26th Street.

The proponents will dedicate a 402 square-foot tract of land for street right-of-way purposes at a cost of $2.09 per square foot, for a land cost of $840.18, plus the cost of repairs required with roadway improvements of $1,659.82 for the purchase of a manufactured home that will be removed during construction.

This transaction is subject to final approval by the City Council and approval of title.

Fiscal Impact

The cost of the land acquisition is $2,500.00. This acquisition is funded in Capital Improvements Project 92816, Upland Avenue: 19th Street to 34th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - Parcel 65
Parcel 65 - Dedication Deed
Parcel 65 - MOA
Parcel 65 - GIS Map
CIP 92816 Project Detail
CIP Spreadsheet - 92816 - 9-22-2026

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 Agreement with Katherine Brown, for the purchase of a 0.0092-acre tract located in Section 42, Block AK, Lubbock County, Texas, further described as Parcel No. 65, and more particularly described in Exhibit "A" attached hereto. Said Agreement is attached hereto as Exhibit "B" 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:

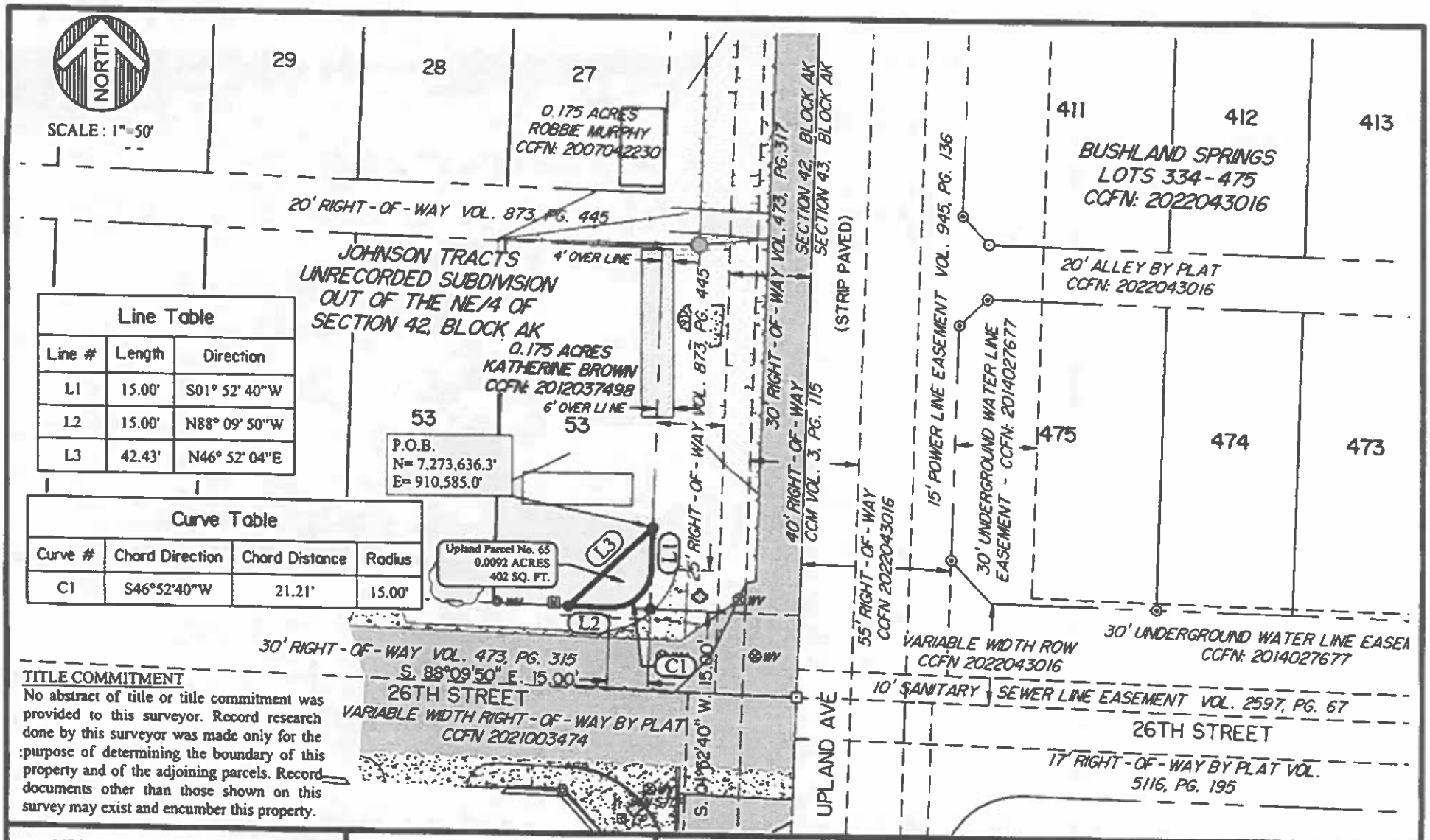
_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
David Rice, Assistant City Attorney

ccdocs II/RES.Memo of Agrmt – Parcel 65
September 1, 2026

EXHIBIT A



Line Table		
Line #	Length	Direction
L1	15.00'	S01° 52' 40"W
L2	15.00'	N88° 09' 50"W
L3	42.43'	N46° 52' 04"E

Curve Table			
Curve #	Chord Direction	Chord Distance	Radius
C1	S46°52'40"W	21.21'	15.00'

TITLE COMMITMENT

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

UPLAND DESIGN PROJECT
19TH STREET TO 34TH STREET

Parcel 65 - Permanent Easement
PERIMETER SURVEY OF A
0.0092 ACRE PARCEL LOCATED IN
SECTION 42, BLOCK AK
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No. 7089 State of Texas

STATE OF TEXAS
REGISTERED
M. ALAN COX
7089
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground, November 3, 2025

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011).
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" ROD w/CAP
- FD. 1/2" ROD w/CAP
- FD. 1/2" IRON ROD
- FD. MAG NAIL w/SHINER
- FD. COTTON SPINDLE

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL 65

METES AND BOUNDS DESCRIPTION of a 0.0092 acre tract located in Section 42, Block AK, Lubbock County, Texas, being a portion of that tract described in County Clerk File Number (CCFN) 2012037498, Official Public Records of Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with cap (N= 7,273,636.3, E= 910,585.0) set in the West line of that 25.00-foot right-of-way described in Volume 873, Page 445, Deed Records of Lubbock County, Texas, (DRLCT), which bears S. 01°52'40" W. a distance of 2579.50 feet and N. 88°09'50" W. a distance of 55.00 feet from a railroad spike found at the Northeast corner of said Section 42, Block AK;

THENCE S. 01°52'40" W., parallel to and 55.00 feet West of the East line of said Section 42, a distance of 15.00 feet to a point of curvature from which a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' bears S. 01°52'40" W. a distance of 15.00', for a point of reference set in the North line of 26th Street, that 30.00-foot right-of-way described in Volume 473, Page 315, DRLCT;

THENCE continuing Southwesterly along a curve to the right having a radius of 15.00 feet, a chord bearing S. 46°52'40" W. and a chord distance of 21.21 feet to a point of tangency, from which said 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." bears S. 88°09'50" E. a distance of 15.00', set for a point of reference in the North line of said 26th Street;

THENCE N. 88°09'50" W., with the North line of 26th Street, said 30.00-foot right-of-way, a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' set for the Southwest corner of this tract;

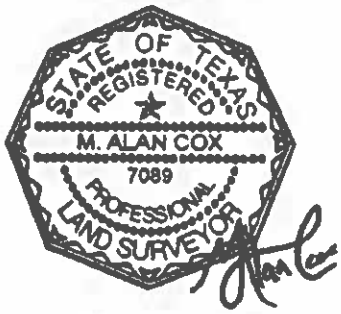
THENCE N. 46°52'40" E. a distance of 42.44 feet to the Point of Beginning.

Containing 0.0092 acre (402 sq. ft.) of land, more or less.

UPLAND DESIGN PROJECT
19TH STREET TO 34TH STREET

Parcel 65 - Permanent Easement
PERIMETER SURVEY OF A
0.0092 ACRE PARCEL LOCATED IN
SECTION 42, BLOCK AK
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No. 7089 State of Texas



Surveyed on the ground, November 3, 2025

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 1.00024

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

Upland Ave (19th to 34th) Project
Parcel No. 65
2510 Upland Avenue, Lubbock, Texas 79407
A 0.0092 acre tract located in Section 42, Block AK, Lubbock County, Texas, being a portion of that tract described in County Clerk File Number (CCFN) 2012037498, Official Public Records of Lubbock County, Texas (OPRLCT).

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

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

THAT **Katherine Brown**, 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 28 day of August, 2026

GRANTOR:

Derenda Bailey for Katherine Brown

Katherine Brown, by Derenda Carson Bailey, Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Tarrant

This instrument was acknowledged before me on the 28 day of August, 2026 by Derenda Carson Bailey, Attorney-In-Fact for Katherine Brown. The acknowledging person personally appeared by:

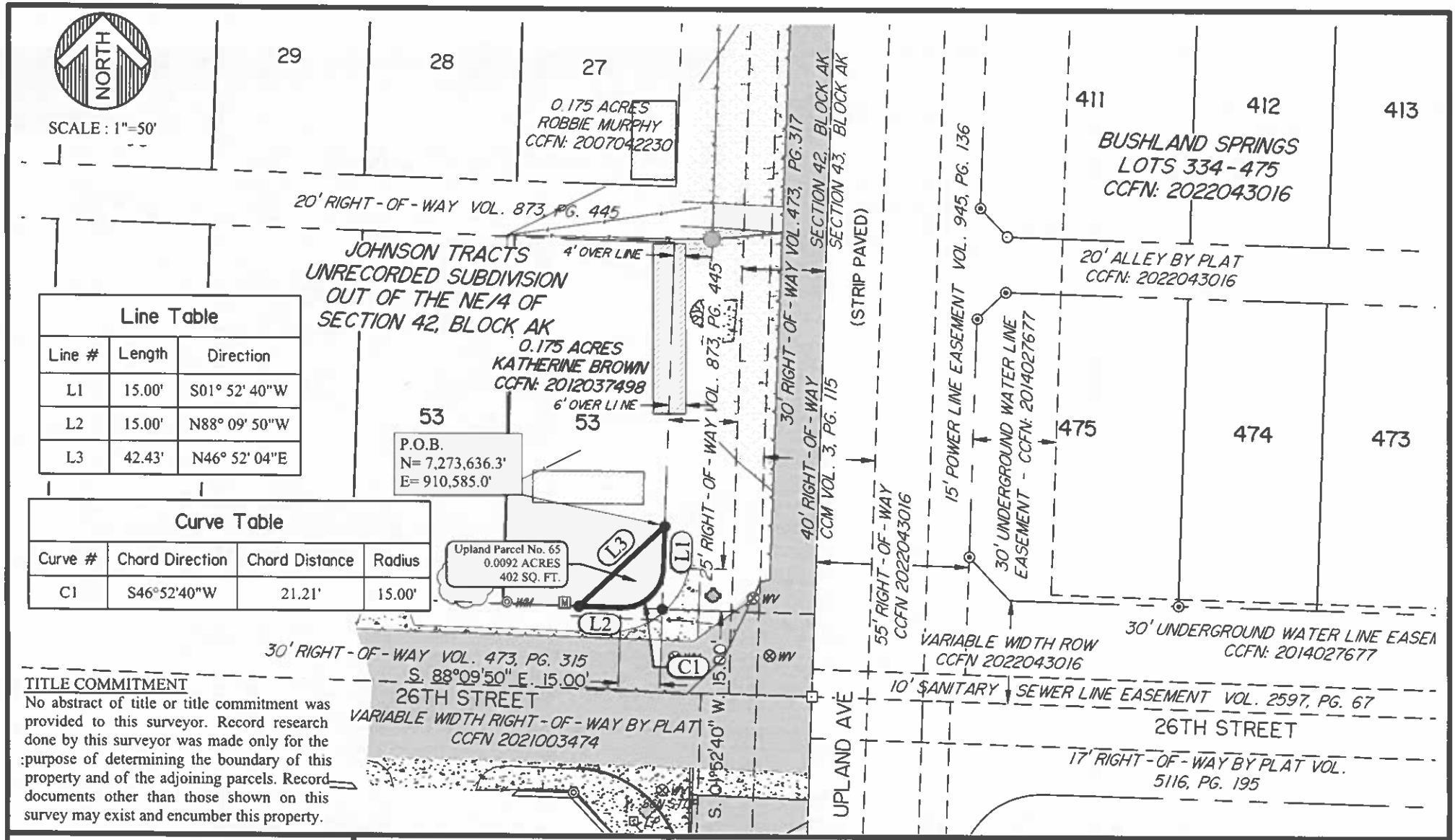
☑ physically appearing before me.

☐ 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.

ANA SALAZAR
Notary Public, State of Texas
Comm. Expires 07-17-2028
Notary ID 130726712

NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 7-17-2028

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



Line Table		
Line #	Length	Direction
L1	15.00'	S01° 52' 40"W
L2	15.00'	N88° 09' 50"W
L3	42.43'	N46° 52' 04"E

Curve Table			
Curve #	Chord Direction	Chord Distance	Radius
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UPLAND DESIGN PROJECT
19TH STREET TO 34TH STREET

Parcel 65 - Permanent Easement
PERIMETER SURVEY OF A
0.0092 ACRE PARCEL LOCATED IN
SECTION 42, BLOCK AK
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No. 7089 State of Texas

STATE OF TEXAS
REGISTERED
M. ALAN COX
7089
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground, November 3, 2025

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
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LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" ROD w/CAP
- FD. 1/2" ROD w/CAP
- FD. 1/2" IRON ROD
- FD. MAG NAIL w/SHINER
- FD. COTTON SPINDLE

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

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THENCE S. 01°52'40" W., parallel to and 55.00 feet West of the East line of said Section 42, a distance of 15.00 feet to a point of curvature from which a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' bears S. 01°52'40" W. a distance of 15.00', for a point of reference set in the North line of 26th Street, that 30.00-foot right-of-way described in Volume 473, Page 315, DRLCT;

THENCE continuing Southwesterly along a curve to the right having a radius of 15.00 feet, a chord bearing S. 46°52'40" W. and a chord distance of 21.21 feet to a point of tangency, from which said 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." bears S. 88°09'50" E. a distance of 15.00', set for a point of reference in the North line of said 26th Street;

THENCE N. 88°09'50" W., with the North line of 26th Street, said 30.00-foot right-of-way, a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' set for the Southwest corner of this tract;

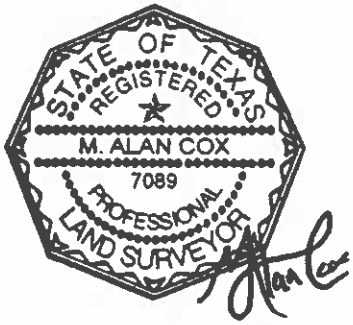
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Containing 0.0092 acre (402 sq. ft.) of land, more or less.

UPLAND DESIGN PROJECT
19TH STREET TO 34TH STREET

Parcel 65 - Permanent Easement
PERIMETER SURVEY OF A
0.0092 ACRE PARCEL LOCATED IN
SECTION 42, BLOCK AK
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No. 7089 State of Texas



Surveyed on the ground, November 3, 2025

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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Combined Scale Factor: 1.00024

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EXHIBIT B

MEMORANDUM OF AGREEMENT

Katherine Brown
2510 Upland Avenue
Lubbock, TX 79407

Project ID: N/A
County: Lubbock
Project: Upland Avenue (19th to 34th)
Parcel: 65

Katherine Brown, referred to in this Memorandum as "Grantor" (whether one or more) agrees to grant City of Lubbock, Texas, referred to as "Grantee," fee simple title to 0.0092-acre tract located in Section 42, Block AK, Lubbock County, Texas, being a portion of that tract described in County Clerk File Number (CCFN) 2012037498, Official Public Records of Lubbock County, Texas (OPRLCT) and more particularly described in the attached Exhibit "A".

IT IS AGREED that the total consideration for the execution of a Right of Way Deed (the "Conveyance Instrument") is **Two Thousand, Five-Hundred and 00/100 ($2,500.00)** (the "Just Compensation"); **provided, however, that the Grantor acknowledges and understands that the Just Compensation is subject to final approval by Lubbock's City Council (such approval to be made in the City's Council's sole discretion) and further subject to approval of title.**

IT IS FURTHER AGREED, and Grantor further acknowledges and understands that the Just Compensation includes LAND COMPENSATION – EIGHT HUNDRED, FORTY AND 18/100 DOLLARS ($840.18) for the land and damages, if any (the "Land Compensation"), and further includes IMPROVEMENTS COMPENSATION – ONE THOUSAND, SIX HUNDRED FIFTY-NINE AND 82/100 DOLLARS ($1,659.82) for the improvements (the "Improvements Compensation"), to equal a total of TWO THOUSAND, FIVE-HUNDRED AND 00/100 DOLLARS ($2,500.00). The Improvements Compensation is detailed further below.

IT IS FUTHER AGREED that, the Improvements Compensation, if any, to be paid to Grantor shall include compensation for the improvements located within the proposed acquisition area as follows:

1. Manufactured Home $1,659.82

IT IS FURTHER AGREED that the Just Compensation is the total sum being paid to Grantor for the conveyance of the Parcel and compensation for the improvements located within the proposed acquisition area pursuant to the terms of this Memorandum and the Conveyance Instrument.

IT IS FURTHER AGREED that the Just Compensation represents a settlement and compromise by the Grantor and Grantee as to the value of the property conveyed in the Conveyance Instrument in order to avoid formal eminent domain proceedings and the added expense of litigation.

IT IS FURTHER AGREED that Grantor shall retain the following improvements (such improvements are referred to herein as the "Retained Improvements" whether one or more):

1. N/A

Grantor covenants and agrees to remove the Retained Improvements from the Property no later than thirty (30) days after closing, subject to such extensions of time as may be granted by Grantee in writing, such extensions shall be made in Grantee's sole discretion. If Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed herein, title to all or part of such Retained Improvements shall pass to and vest in Grantee, its successors and assigns forever, without further consideration paid to Grantor.

Grantor acknowledges the receipt and sufficiency of the Just Compensation above and acknowledges that Grantee will not perform any work to relocate, rebuild or install any improvements compensated for above.

The Just Compensation referenced above, the terms of this Memorandum of Agreement and the Conveyance Instrument constitute the only agreements between the parties and no other promises, considerations, covenants or conditions have been stated or implied. Grantor agrees to work with City of Lubbock prior to closing and obtain any lien releases required for issuance of a title policy or clear title as requested by Grantee.

IT IS FURTHER AGREED that, during the initial construction of the Project, the following special provisions shall apply:

_____

_____

_____

(collectively "Construction Special Provisions").

IT IS FURTHER UNDERSTOOD AND AGREED that Grantee's failure to comply with the Construction Special Provisions shall not be deemed a termination of rights granted to Grantee under the Conveyance Instrument.

Grantor confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Grantor;
3. Initial Offer Letter from the City of Lubbock;
4. Proposed Conveyance Instrument from the City of Lubbock;
5. Survey Plat and Legal Description of Parcel No. 65.

SIGNED with and as a part of the overall agreements between the parties on this _____ day of _____ 2026.

GRANTEE – CITY OF LUBBOCK, TEXAS, A HOME RULE MUNICIPAL CORPORATION:

_____

MARK W. MCBRAYER, MAYOR

ATTEST:

_____

COURTNEY PAZ, CITY SECRETARY

APPROVED AS TO CONTENT:

_____

JOHN TURPIN, DIVISION DIRECTOR OF ENGINEERING/CITY ENGINEER

_____

KERRY J. KOEHLER, ASSISTANT CITY ENGINEER

APPROVED AS TO FORM:

_____

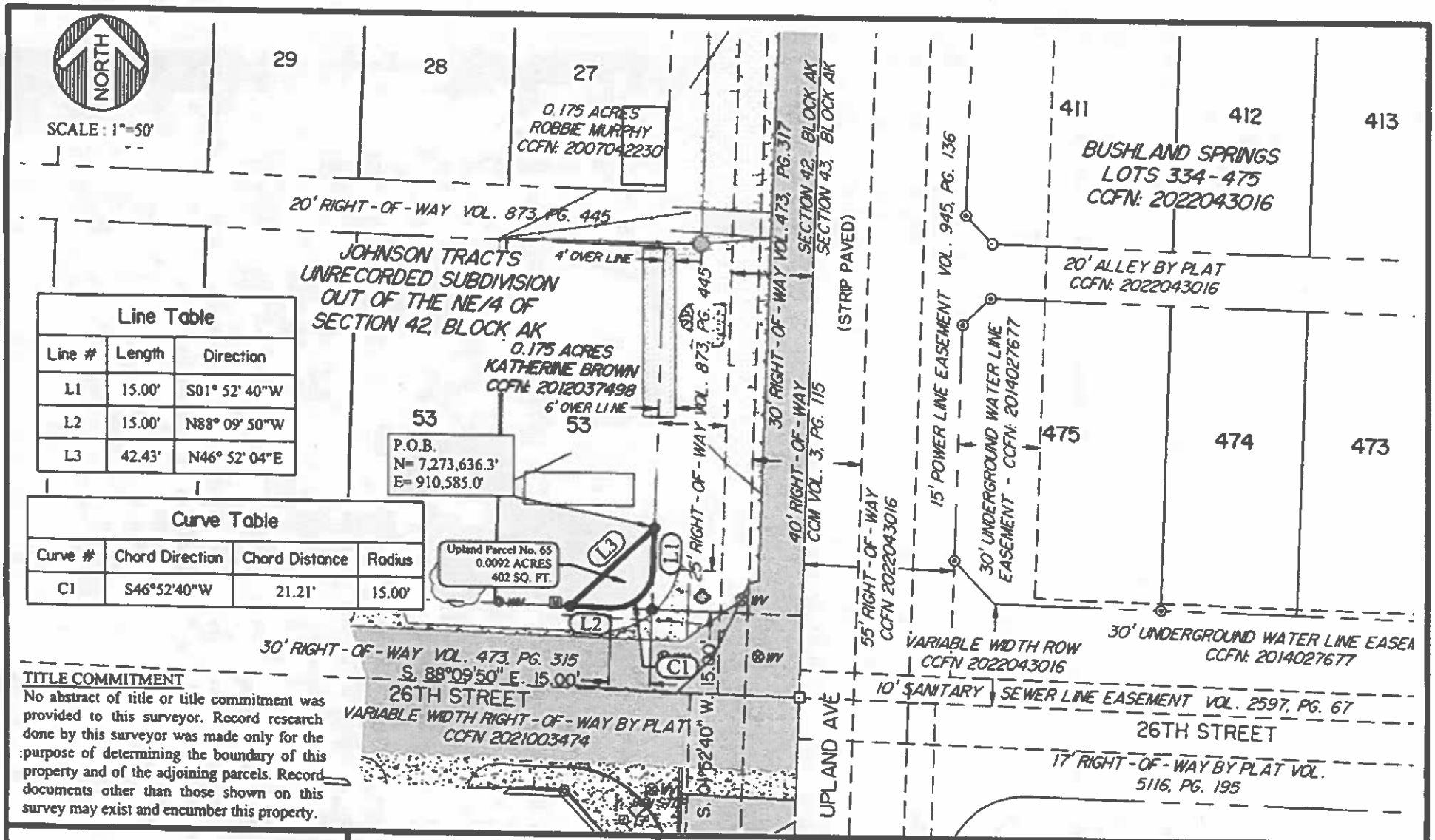
DAVID RICE, ASSISTANT CITY ATTORNEY

GRANTOR(S):

Derenda Bailey for Katherine Brown

Katherine Brown, by Derenda Carson Bailey, Attorney-In-Fact

Date: 8/28/2026



Line Table		
Line #	Length	Direction
L1	15.00'	S01° 52' 40"W
L2	15.00'	N88° 09' 50"W
L3	42.43'	N46° 52' 04"E

Curve Table			
Curve #	Chord Direction	Chord Distance	Radius
C1	S46°52'40"W	21.21'	15.00'

TITLE COMMITMENT

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

UPLAND DESIGN PROJECT
19TH STREET TO 34TH STREET

Parcel 65 - Permanent Easement
PERIMETER SURVEY OF A
0.0092 ACRE PARCEL LOCATED IN
SECTION 42, BLOCK AK
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No. 7089 State of Texas

STATE OF TEXAS
REGISTERED
M. ALAN COX
7089
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground, November 3, 2025

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 1.00024

Copyright 2025, Hugo Reed and Associates, Inc.

LEGEND:

- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" ROD w/CAP
- FD. 1/2" ROD w/CAP
- FD. 1/2" IRON ROD
- FD MAG NAIL w/SHINER
- FD. COTTON SPINDLE

P.O.B.- POINT OF BEGINNING

CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

DESCRIPTION FOR PARCEL 65

METES AND BOUNDS DESCRIPTION of a 0.0092 acre tract located in Section 42, Block AK, Lubbock County, Texas, being a portion of that tract described in County Clerk File Number (CCFN) 2012037498, Official Public Records of Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with cap (N= 7,273,636.3, E= 910,585.0) set in the West line of that 25.00-foot right-of-way described in Volume 873, Page 445, Deed Records of Lubbock County, Texas, (DRLCT), which bears S. 01°52'40" W. a distance of 2579.50 feet and N. 88°09'50" W. a distance of 55.00 feet from a railroad spike found at the Northeast corner of said Section 42, Block AK;

THENCE S. 01°52'40" W., parallel to and 55.00 feet West of the East line of said Section 42, a distance of 15.00 feet to a point of curvature from which a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' bears S. 01°52'40" W. a distance of 15.00', for a point of reference set in the North line of 26th Street, that 30.00-foot right-of-way described in Volume 473, Page 315, DRLCT;

THENCE continuing Southwesterly along a curve to the right having a radius of 15.00 feet, a chord bearing S. 46°52'40" W. and a chord distance of 21.21 feet to a point of tangency, from which said 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." bears S. 88°09'50" E. a distance of 15.00', set for a point of reference in the North line of said 26th Street;

THENCE N. 88°09'50" W., with the North line of 26th Street, said 30.00-foot right-of-way, a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked 'HUGO REED & ASSOC' set for the Southwest corner of this tract;

THENCE N. 46°52'40" E. a distance of 42.44 feet to the Point of Beginning.

Containing 0.0092 acre (402 sq. ft.) of land, more or less.

UPLAND DESIGN PROJECT
19TH STREET TO 34TH STREET

Parcel 65 - Permanent Easement
PERIMETER SURVEY OF A
0.0092 ACRE PARCEL LOCATED IN
SECTION 42, BLOCK AK
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No. 7089 State of Texas

STATE OF TEXAS
REGISTERED
M. ALAN COX
7089
PROFESSIONAL
LAND SURVEYOR

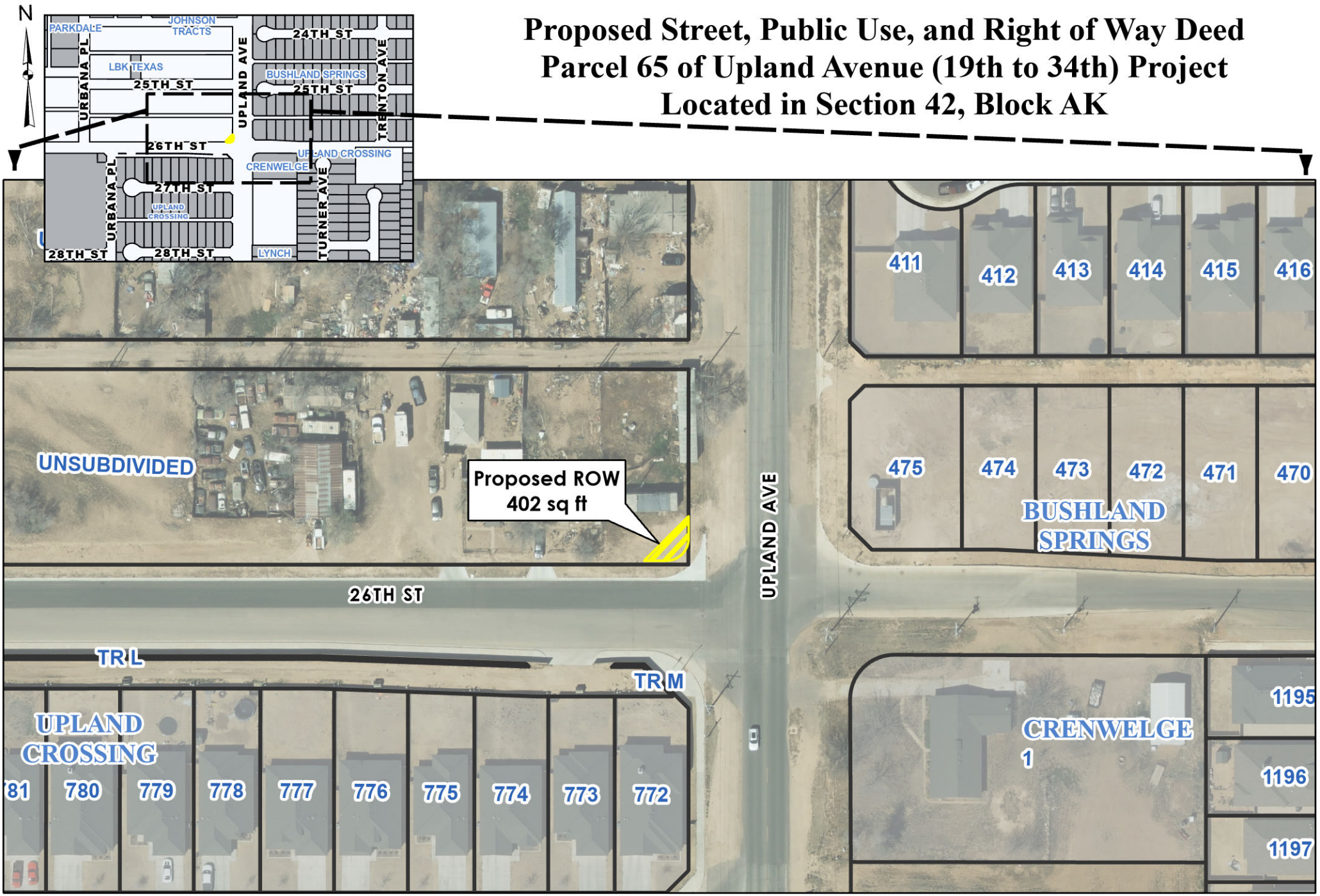
Surveyed on the ground, November 3, 2025

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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Proposed Street, Public Use, and Right of Way Deed
Parcel 65 of Upland Avenue (19th to 34th) Project
Located in Section 42, Block AK



0 50 100 150 200 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - April 2025



CIP 92816 Upland Avenue: 19th Street to 34th Street - 22B

Bond Election Project – 2022

Project Manager: Kerry Koehler - Engineering

Project Scope

Upland Avenue from 19th Street to 34th Street is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along the Upland Avenue corridor from 19th Street to 34th Street. This thoroughfare will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right-of-way acquisition services.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2023-24 $3,200,000 appr. by Ord. 2023-O0108
- FY 2025-26 $9,000,000 appr. by Ord. 2025-O0112

Project Dates

Design Commencement: 10/2023
Design Completion: 10/2026
Bid for Construction: 11/2026
Award Construction: 01/2027
Construction Commencement: 02/2027
Construction Completion: 08/2028

Project Location

Upland Avenue, 19th St to 34th St

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Construction	$9,000,000	$0	$0	$0	$0	$0	$0
Design	$3,200,000	$0	$0	$0	$0	$0	$0
TOTAL	**$12,200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Prior Year General Obligation Bonds	$2,200,000	$0	$0	$0	$0	$0	$0
General Obligation Bonds	$10,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$12,200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

City of Lubbock, TX
Capital Project
Project Cost Detail
September 22, 2026

Capital Project Number:	92816
Capital Project Name:	Upland Avenue from 19th Street to 34th Street - 22B

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	57,468
Contract 17636 -with Halff Associates, Inc. for Design Services	1,280,700
Parcel 36 - Land Acquisition	17,958
Parcel 37 - Land Acquisition	10,686
Parcel 54 - Land Acquisition	28,641
Parcel 55 - Land Acquisition	20,121
Parcel 56 - Land Acquisition	21,848
Parcel 57 - Land Acquisition	35,983
Parcel 58 - Land Acquisition	23,810
Parcel 59 - Land Acquisition	7,122
Parcel 70 - Land Acquisition	4,978
Parcel 71 - Land Acquisition	7,187
Parcel 72 - Land Acquisition	4,298
Parcel 73 - Land Acquisition	1,222
Parcel 74 - Land Acquisition	5,113
Parcel 76 - Land Acquisition	11,152
Parcel 77 - Land Acquisition	177,200
Parcel 78 - Land Acquisition	143,000
Parcel 79 - Land Acquisition	30,950
Agenda Items, September 22, 2026	
Parcel 65 - Land Acquisition	2,500
Encumbered/Expended To Date	1,891,938
Estimated Costs for Remaining Appropriation	
Upland Avenue: 19th St to 34th St - 22B Construction	10,308,062
Remaining Appropriation	-
Total Appropriation	$ 12,200,000

AI# 14613
Regular City Council Meeting **5. 12.**
09/22/2026:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement, Contract 18001, and related documents, by and between the City of Lubbock and Parkhill, Inc., for the design of 66th Street from Alcove Avenue to Upland Avenue, to be utilized for the 2022 Street Bond Project.

Item Summary

On April 9, 2024, the City Council authorized Contract 18001, a one-year with Parkhill, for professional services associated with the design of the 66th Street Alcove to Upland Avenue - 22B Street Bond Road Project.

On April 2, 2025, the City and Parkhill entered into a one-time 6-month contract extension.

On September 23, 2025, the City Council authorized Amendment No. 1 to Contract 18001 with Parkhill, for professional services associated with the design of the 66th Street Alcove to Upland Avenue - 22B Street Bond Road Project.

Parkhill has completed the survey, design, and right-of-way acquisition. The only remaining portion of the contract is utility relocation.

Under this no-cost Amendment No. 2, Parkhill is requesting a 12-month contract time extension, to allow for continued coordination with the Utilities for Relocation.

Fiscal Impact

This amendment is for time extension only and has no fiscal impact.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Contract No. 18001 - Amendment No. 2
Contract No. 18001 - Amendment No. 1

Contract No. 18001
Map
CIP 92818 - Budget Detail
CIP 92818 - Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to the professional services agreement Contract No. 18001 for the design of 66th Street from Alcove Avenue to Upland Avenue 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:

_____
Heather Heinrich, Assistant City Attorney

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to Professional Services Agreement ("Amendment") is entered into on this the _____ day of _____, 2026, by and between the City of Lubbock, Texas, a Texas home rule municipality ("City"), and Parkhill, Inc., ("Engineer"), a Texas Professional Corporation, collectively the "Parties."

WHEREAS, the Parties entered into a Professional Services Agreement (the "Agreement") dated April 9, 2024, Contact No. 18001, for certain engineering services for the design of 66th Street from Alcove Avenue to Upland Avenue project (the "Activities"), to be rendered by Engineer; and

WHEREAS, by mutual agreement on April 2, 2025, the Parties modified the Agreement to extend the time for performance by an additional six (6) months;

WHEREAS, the Parties, by mutual agreement on September 23rd 2025, amended the Agreement to extend the time for performance by an additional twelve (12) months; and

WHEREAS, the Parties now desire to amend the Agreement to extend the term for an additional twelve (12) months to allow time to plan and complete utility relocations by SPEC; and

WHEREAS, the Parties desire that all other remaining terms and conditions set forth in the Agreement remain unchanged, and in full force and effect.

NOW, THEREFORE, in consideration of the promises made herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Article I of the Agreement is amended to read as follows:

"ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a total term of Forty-Two (42) months. If the Engineer determines that additional time is required to complete the Services, the City Engineer may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body."

2. All other terms and conditions of the Agreement shall remain unchanged and continue in full force and effect for all purposes.

CITY OF LUBBOCK

MARK MCBRAYER, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

John Turpin, P.E.
Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Heather Heinrich, Assistant City Attorney

Parkhill, Inc.

Kyle Jackson, P.E., Director of Transportation

Resolution No. 2025-R0418
Item No. 6.8
September 23, 2025

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. 18001 for the design of 66th Street from Alcove Avenue to Upland Avenue 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 September 23, 2025.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

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

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 9th day of April 2024, Contract No. 18001, by and between the City of Lubbock ("City") and Parkhill ("Engineer"), a Texas professional corporation.

Engineer is providing professional services for the design of 66th Street from Alcove Avenue to Upland Avenue project ("Activities").

The City and Engineer entered into a one-time six (6) month extension for time only on April 2nd, 2025 in order to extend the term of the Agreement.

The Activities require a delayed bidding process to accommodate the City's road construction phasing plan. Due to this bidding delay, there is a need to extend the term of this Agreement in order for the Engineer to complete the Activities herein.

NOW, THEREFORE, the City and Engineer agree to the terms of this FIRST AMENDMENT:

The City and Engineer agree to extend the term of the Agreement for one (1) additional year.

IN WITNESS HEREOF, the parties have executed this Agreement as of this 23rd day of September 2025.

CITY OF LUBBOCK

MARK W. MCBRAYER, Mayor

Parkhill

Kyle Jackson, P.E. Director of Transportation

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

John Turpin, P.E., Division Director of Engineering/City Engineer



APPROVED AS TO FORM:



Mitch Satterwhite, First Assistant City Attorney

Resolution No. 2024-R0162
Item No. 6.26
April 9, 2024

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 18001 for the design of 66th Street from Alcove Avenue to Upland Avenue – 22B and the associated right-of-way acquisition, by and between the City of Lubbock and Parkhill, 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 April 9, 2024.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 18001 – Parkhill 66th Alcove to Upland
3.26.24

Resolution No. 2024-R0162

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18001 is entered into this 9th day of April, 2024, 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 the design of 66th Street from Alcove to Upland -22B and the associated right-of-way acquisition, (the "Activities"); and

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

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

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

ARTICLE I. TERM

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

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $1,461,740 as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE,

OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

PARKHILL
Kyle Jackson, P.E.
4222 85th Street
Lubbock, Texas 79423
Telephone: 806-473-3624
Email: KJackson@Parkhill.com

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

Zoltan Fekete, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3317
Email: zfekete@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on

thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

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

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

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

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Firm

PARKHILL

By: _____

Kyle Jackson, P.E.
Director or Transportation

Email: KJackson@Parkhill.com

EXHIBIT "A"

PROJECT DESCRIPTION

- The Project Corridor is defined as the area along 66th Street, generally within 110 feet of the section line and from Alcove Avenue to 900 feet west of Upland Avenue.
- As part of this Project, we will also be designing a private driveway to provide access to the solid waste transfer station. This driveway will be referred to as Venita Avenue within this Proposal.
- See Exhibits B and C.

GENERAL PROJECT OVERVIEW

The existing section of 66th Street, within the corridor, consists of a two-lane section with deteriorating pavement and is within a rapidly growing area. CLIENT wishes to design the roadway for the ultimate typical section and profile, but only construct a 3-lane interim section that can be expanded to the ultimate section at a later date.

SCOPE OF SERVICES

Topographic Survey and ROW investigation; geotechnical investigation and pavement design (if requested); roadway design for ultimate 5-lane section; Design, Plans and Bidding Documents for interim 3-lane section; public involvement with individual property owners; signal design at Alcove and Venita Avenue (if requested); utility coordination; coordination with County as needed, and adjacent Developers and Consultants as needed.

Design Phase Services

- General Project Management:
  - Designate a Project Manager (PM), licensed to practice engineering in the State of Texas, to be responsible for the overall Project Development, Deliverable Construction Documents, and successful prosecution of the Contract Bidding and award process.
  - Conduct a Project kick-off meeting with CLIENT with the following objectives:
    - Explore/determine potential design and scheduling constraints.
    - Identify design criteria and primary stakeholders.
    - Establish a preliminary Plan for Project Development including the following;
      - Stakeholder meetings and public involvement strategy.
      - Schedule of Deliverables.
      - Construction budgets and funding mechanisms.
      - Invoicing, and other special considerations.
    - Be responsible for Project oversight and the daily management of this Project.
    - Provide frequent and appropriate communication between CONSULTANT, CLIENT, and other interested parties to expedite completion of this Project, including the following:
      - Routine correspondence and informal meetings involving stakeholders such as CLIENT, adjacent landowners, and other firms working for CLIENT.
      - CONSULTANT, if directed by CLIENT, will be principal contact for public/private inquiries regarding the Project. CONSULTANT shall provide assistance when called upon by supplying CLIENT with the necessary data to support the public involvement process.
- Data Collection and Research:
  - Existing Features:
    - Conduct Project Site Visits.
    - Photograph and document existing features applicable to Design.
    - Perform Topographic Survey of corridor, including ROW records research.
  - Property and Easements:
    - Research property ownership and identify easements and right-of-way constraints.
    - Identify parcels for right-of-way acquisition.
    - Provide meets and bounds descriptions.
    - Conduct ROW negotiations with landowners and coordinate acquisition with CLIENT.

- Utility Coordination
  - Utilize existing records, as-built information, and surface indicators to identify existing overhead and underground utilities (Quality Level C).
  - Where necessary, expose and survey existing underground utilities (Quality Level A), as necessary.
  - Coordinate with utility companies and include franchise utility-provided data in Plans.
  - Conduct Utility Coordination meetings in the field with relevant agencies.
  - Follow up and document one-on-one communication with utility agencies.
- Geotechnical Investigation
  - Perform Geotechnical Investigation and provide pavement recommendations (if requested).
- Public Involvement:
  - Identify and build database of adjacent property owners and tenants.
  - Conduct and document individual meetings, as necessary, with property owners and tenants.
  - Discuss and document with applicable property owner's future development and coordinate owner requests with CLIENT.

Bid Phase Services

- Coordinate and attend meetings with CLIENT to discuss Bid.
- Assemble Bid Packages.
- Convert Plans to PDF for Bidding.
- Transfer information to CLIENT and Purchasing Department.
- Respond to contractor questions.
- Prepare Bid Tabulation Sheets and assist with Bid Evaluation.

Construction Phase Services

- May be negotiated at a later date.

DELIVERABLES

- Concept Schematic.
- Plans, Specifications, and Estimate:
  - Develop Plan Set Package in accordance with latest requirements, standards, manuals, and policies of the City of Lubbock and Texas Department of Licensing and Regulation, or other publications where applicable.
  - Analyze and document existing drainage condition and compare effects with proposed Design.
  - Provide up to six Plan Sets for each submittal at 60%, 90%, and 100% review for each package.
  - Major items included in Plans:
    - Removal Plan
    - Plan and Profile
    - Intersection Layouts
    - Traffic Control and Phasing Plan
    - Drainage Plan
    - Sidewalk Plan
    - Illumination Plan
    - ITS Plan
    - Erosion Control Plan
    - Signage and Pavement Markings Plan
    - Signal Plan (if requested)
    - Summary Sheets
  - Provide Specifications, general notes, and Bid Form for inclusion into City of Lubbock and Lubbock County Construction Contract.

- Provide estimated Time of Construction schedule.
- Provide updated Opinion of Probable Construction Cost at each submittal.
- Provide cross-sections sheets separate from Construction Drawings.

EXHIBIT "B"

COMPENSATION

Parkhill's fee for the Scope of Services described above will be based on an hourly rate with a not-to-exceed amount. If all services outlined are required, we estimate our maximum fee to be **$1,461,740**. The current Hourly Rates are enclosed.

66th Street Fee Estimated Total

Roadway	$550,846
Drainage	$101,052
Illumination	$32,298
Survey	$36,094
Signal	$28,712
Reimbursable Expenses	$39,651
Subtotal	**$790,455**
ROW Acquisition	$180,292
Appraisal Expenses	$71,500
Subtotal	**$255,042**
TOTAL	**$1,040,445**

Venita Avenue Fee Estimated Total

Roadway	$293,034
Drainage (Pond Modifications)	$50,526
Illumination	$16,162
Survey	$18,585
Signal	$28,712
Reimbursable Expenses	$14,276
TOTAL	**$421,295**

Parkhill
Hourly Rate Schedule

Client: City of Lubbock **Project:** 66th Street Reconstruction

Agreement Date: _____ **Location:** Lubbock, TX

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$64.00
SUPPORT STAFF II	$75.00
SUPPORT STAFF III	$103.00
SUPPORT STAFF IV	$110.00
SUPPORT STAFF V	$122.00
SUPPORT STAFF VI	$132.00
PROFESSIONAL LEVEL I	
Architect	$129.00
Civil Engineer	$141.00
Electrical Engineer	$144.00
Interior Designer	$123.00
Landscape Architect	$123.00
Mechanical Engineer	$135.00
Structural Engineer	$135.00
Survey Tech	$115.00
Other Professional	$121.00
PROFESSIONAL LEVEL II	
Architect	$140.00
Civil Engineer	$158.00
Electrical Engineer	$163.00
Interior Designer	$129.00
Landscape Architect	$129.00
Mechanical Engineer	$155.00
Structural Engineer	$153.00
Survey Tech	$125.00
Other Professional	$127.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$159.00
Civil Engineer	$195.00
Electrical Engineer	$190.00
Interior Designer	$142.00
Landscape Architect	$153.00
Mechanical Engineer	$181.00
Structural Engineer	$188.00
Survey Tech	$146.00
Other Professional	$140.00
PROFESSIONAL LEVEL IV	
Architect	$194.00
Civil Engineer	$227.00
Electrical Engineer	$223.00
Interior Designer	$155.00
Landscape Architect	$166.00
Mechanical Engineer	$213.00
Structural Engineer	$217.00
Survey Tech	$177.00
Other Professional	$165.00
PROFESSIONAL LEVEL V	
Architect	$236.00
Civil Engineer	$274.00
Electrical Engineer	$272.00
Interior Designer	$187.00
Landscape Architect	$202.00
Mechanical Engineer	$259.00
Structural Engineer	$262.00
Professional Land Surveyor	$206.00
Other Professional	$184.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$262.00
Civil Engineer	$295.00
Electrical Engineer	$307.00
Interior Designer	$226.00
Landscape Architect	$244.00
Mechanical Engineer	$294.00
Structural Engineer	$282.00
Professional Land Surveyor	$228.00
Other Professional	$222.00
PROFESSIONAL LEVEL VII	
Architect	$336.00
Civil Engineer	$352.00
Electrical Engineer	$352.00
Interior Designer	$253.00
Landscape Architect	$336.00
Mechanical Engineer	$336.00
Structural Engineer	$352.00
Professional Land Surveyor	$274.00
Other Professional	$336.00

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 10 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through the duration of the Project.

City of Lubbock
Capital Project
Project Cost Detail
September 22, 2026

Capital Project Number:	92818
Capital Project Name:	66th St: Alcove to Upland - 22B

Encumbered/Expended	**Budget**
Contract 18001 with Parkhill	$ 1,461,740
Staff Time	51,630
Parcel 3, Fleming, Jr.	18,034
Parcels 4 & 5, JL Davis Properties	73,374
Parcel 6, Fowler	52,852
Parcel 10, McEntire	5,619
Parcel 11, Scott	25,467
Parcel 13, Everson	12,170
Parcel 19, Doright Inv. Inc.	140,785
Parcel 20, The Soccerbox, LLC	142,982
Parcel 21, 5B Holdings, LLC	81,892
Parcel 16, Neufeld Real Estate	42,824
Parcel 8, Golden Spread Electric Coop	34,107
Parcel 2, Pena	25,955
Parcel 12, Davis	36,213
Parcel 15, Shuman	40,197
Parcel, 23, Brockopp	49,030
Parcel 18, Brockopp	188,082
Parcel 1, Guerrero	63,369
Parcel 14, Brooks	38,187
Parcel 17, Chavez	63,123
Parcel 7, Reid	58,240
Parcel 9, Lomeli	115,000
Agenda Items September 22, 2026	
Contract No. 18001 - Amendement 2	0
Encumbered/Expended To Date	2,820,872
Estimated Cost for Remaining Appropriation	
66th Street from Alcove to Upland ROW Acquisition and Construction	10,179,128
Remaining Appropriation	-
Total Appropriation	$ 13,000,000

CIP 92818 66th Street: Alcove Avenue to Upland Avenue - 22B

Bond Election Project – 2022

Project Manager: Kerry Koehler - Engineering

Project Scope

66th Street from Alcove Avenue to Upland Avenue is currently a two-lane paved road and is designated in the 2018 Thoroughfare Master Plan to become a five-lane Principal Arterial (Modified). Continued growth in west Lubbock has increased traffic demands along the 66th Street corridor from Alcove Avenue to Upland Avenue. This thoroughfare will include the preliminary design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services. This project will provide the final design for a 3-lane roadway. The schedule was expedited to accommodate the Solid Waste Transfer Station.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2023-24 $4,200,000 appr. by Ord. 2024-O0023
- FY 2025-26 $8,800,000 appr. by Ord. 2025-O0112

Project Dates

Design Commencement: 04/2024
Design Completion: 04/2026
Bid for Construction: 08/2026
Award Construction: 10/2026
Construction Commencement: 11/2026
Construction Completion: 05/2028

Project Location

66th Street, Alcove Ave to Upland Ave

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Acquisition	$3,000,000	$0	$0	$0	$0	$0	$0
Construction	$8,800,000	$0	$0	$0	$0	$0	$0
Design	$1,200,000	$0	$0	$0	$0	$0	$0
TOTAL	**$13,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
General Obligation Bonds	$13,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$13,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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AI# 14609
Regular City Council Meeting **5. 13.**
09/22/2026:

Information

Agenda Item

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

Item Summary

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

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

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer
Capital Improvements Advisory Committee

Attachments

Resolution
CIAC Semi-Annual Report

RESOLUTION

WHEREAS, the City Council of the City of Lubbock (the "City Council") approved future land use assumptions and a capital improvements plan and on October 27, 2020 City Council adopted an ordinance, No. 2020-O0136, establishing impact fees in the City of Lubbock to assist in the financing of capital improvements required by new development; and

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

(1) Advising and assisting the political subdivision in adopting land use assumptions;

(2) Review the capital improvements plan and file written comments;

(3) Monitor and evaluate implementation of the capital improvements plan;

(4) File semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) Advising the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee; and

WHEREAS, the Committee met on August 27, 2026 to hear staff updates and consider any changes in Committee recommendations to present to the City Council as part of the Committee's semi-annual report, said report is attached as Exhibit "A" and incorporated herein; and **NOW, THEREFORE:**

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

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

Passed by the City Council on _____.

_____

MARK MCBRAYER, MAYOR

ATTEST:

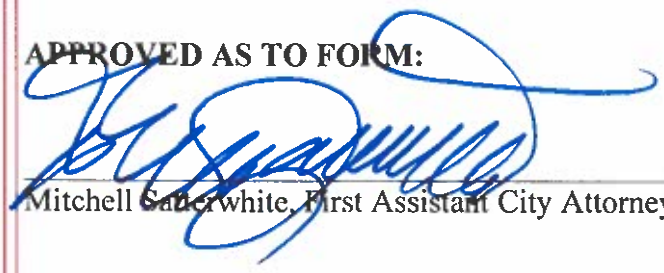
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES. Receipt of CIAC report August 2026
9.15.26

Capital Improvements Advisory Committee

Impact Fee Program Semi-Annual Progress Report

August 2026

Prepared by the City of Lubbock Engineering Department

Introduction

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

Program Overview – Roadway

On October 27, 2020, Lubbock City Council adopted the impact fee ordinance (Ord. #2020-O0136). Impact fees are charges assessed by local governments on new development projects in order to partially fund roadway, wastewater, and water improvements that are necessitated by new development. These funds are offset by City of Lubbock funds to build the infrastructure as detailed in the capacity plans.

The effective date set for implementation of Roadway Impact Fees was June 1, 2021. On April 26, 2022, Lubbock City Council amended the impact fee ordinance (Ord. #2022-O0068). This ordinance approved the updated impact fee study dated December 2021 that added newly annexed areas into the appropriate roadway service areas, updated the Roadway Service Area map, and recalculated the maximum fees per service area as shown below:

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

On September 24, 2024, the City Council received the semi-annual report from the Capital Improvements Advisory Committee (CIAC) through Resolution No. 2024-R0432, which included a recommendation to the City Council to perform an Impact Fee Report update, including land use assumptions and capital project plans.

On November 12, 2024, the City Council approved Contract 18335 with Kimley-Horn and Associates, Inc. for an Impact Fee Restudy, in accordance with Texas Local Government Code Chapter 395. The 2025 Impact Fee Restudy has been completed, including updated Land Use Assumptions and Capital Improvement Plans.

On May 12, 2025, the CIAC approved the 2025 Impact Fee Restudy, with the following calculated Maximum Fee per Service Unit and Proposed Collection Rate recommended to Council.

Service Area	Calculated Maximum Fee Per Service Unit (per Vehicle-Mile)	Proposed Collection Rate for Council Consideration
A	$1,714	$857.00
B	$921	$460.50
C	$1,745	$872.50
D	$1,283	$641.50
E	$1,728	$864.00
F	$2,233	$1,116.50
G	$701	$0
H	$0	$0

On August 12, 2025, Lubbock City Council amended the impact fee ordinance (Ord. #2025-O0096). This ordinance went into effect on September 8, 2025, and amended the maximum fee per service unit and collection rate as shown below:

Service Area	Maximum Fee Per Service Unit (per Vehicle-Mile)	Collection Rate Effective on or after 09/08/2025
A	$0	$0
B	$0	$0
C	$0	$0
D	$0	$0
E	$0	$0
F	$0	$0
G	$0	$0
H	$0	$0

Program Overview– Water and Wastewater

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

Meter Size (Based on Water Meter)	Maximum Impact Fee	Collection Rate
1″	$562	$0
1.5″	$1,124	$0
2″	$1,798	$0
3″	$3,934	$0
4″	$6,744	$0
6″	$14,050	$0
8″	$26,976	$0
10″	$42,712	$0

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

Water Meter Size	Maximum Impact Fee	Collection Rate
1″	$576	$0
1.5″	$1,152	$0
2″	$1,843	$0
3″	$4,032	$0
4″	$6,912	$0
6″	$14,400	$0
8″	$27,648	$0
10″	$43,776	$0

The wastewater and water Impact Fee Study, maximum impact fees, and collection rates were not restudied in the Impact Fee Study Update finalized in 2025.

Revenue, Expenditures, and Credit Agreements

Roadway Impact Fee Revenues

A summary of roadway fee activity as of June 30, 2026 by service areas is provided below:

Service Area	Revenue Received	Fees Distributed	Remaining Funds
A	$ 4,156,971.84	$ 4,156,971.84	$ 0.00
B	$ 736,086.30	$ -	$ 736,086.30
C	$ 579,414.17	$ -	$ 579,414.17
D	$ 1,134,287.06	$ 877,061.37	$ 257,225.69
E	$ 5,601,107.43	$ 1,458,937.70	$ 4,142,169.73
F	$ 2,945,747.30	$ 2,339,261.00	$ 606,486.30
G	$ -	$ -	$ -
H	$ -	$ -	$ -
Total	**$ 15,153,614.10**	**$ 8,832,231.91**	**$ 6,321,382.19**

In accordance with Local Government Code 395.025, the City must refund any impact fee that is not spent within ten years of the date of payment. Any refund must be made to the record owner of the property at the time the refund is paid.

Water and Wastewater Impact Fee Revenues

No Water or Wastewater impact fees have been collected as of June 30, 2026.

Roadway Impact Fee Expenditures

The total expenditures distributed through June 30, 2026 are detailed below:

Upland Avenue - 66th Street to 82nd Street
$1,270,000 funded from Service Area A Funds (2023-O0108)
$1,600,000 funded from Service Area F Funds (2023-O0108)

East 19th Street - Loop 289 to Keel Avenue
$1,000,000 funded from Service Area D Funds (2024-O0149)
Actual City cost was $877,061.37 and $122,938.63 has been reimbursed to the Service Area D Fund.

Quaker Avenue - 146th Street to Woodrow Road
$1,274,850 funded from Service Area E Funds (2025-O0051)
Actual City cost was $1,069,224.02 and $205,625.98 has been reimbursed to the Service Area E Fund.

Milwaukee Avenue - 4th Street to North City Limits - 22B
$1,000,000 funded from Service Area A (2025-O0125)

Avenue P -146th Street to Woodrow Road
$389,713.68 funded from Service Area E Funds (2025-O0128)

34th Street Upland to Milwaukee -22B
$1,886,971.84 from Service Area A Funds (2025-O0134)

114th Street - Upland Ave to Xenia Ave
$739,261 funded from Service Area F Funds (2025-O0133)

Credit Agreements

In accordance with Texas Local Government Code §395.023 and City of Lubbock Ordinance §41.04.001(2), property owners are permitted to apply for offsets and credits against roadway impact fees based on the actual costs of constructing eligible off-site roadway facilities. However, no property owners have applied for offsets under this provision, and no formal credit agreements are in place with the City at this time.

The recitals of Contract 17488 for the construction of Quaker Avenue from 146th Street to Woodrow Road mentions credits towards impact fees that would otherwise be due from the development at the time of platting. The City Council adjusted roadway impact fees to $0 for all service areas before the developer completed Quaker Avenue, so there are no fees due to be credited.

Contract 19240 for the construction of 114th Street from Upland Avenue to Xenia Avenue has limited provisions for potential impact fee credits if impact fees were to be reinstated in the future by City Council.

Recommendations

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

- The Roadway Impact Fee is being collected, maintained, and distributed in accordance with state law and City code.
- The CIAC recommends City Council use Impact Fees as they see fit in order to support bond projects.
- The CIAC requests to be notified of Impact Fee collections and expenditures at each scheduled meeting.

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

Chris Berry
Capital Improvements Advisory Board
Chair

John Turpin, P.E.
Division Director of Engineering/
City Engineer

Capital Improvements Advisory Committee Members
Position 1 – Keith Patrick, Vice Chair
Position 2 – Chris Berry, Chair
Position 3 – Victor Flores-Moguel
Position 4 – Clark Lammert
Position 5 – Norma Johnson
Position 6 – Clay Enger
Position 7 – Monica Delgado
Position 8 – Matt Vance

AI# 14489
Regular City Council Meeting 5. 14.
09/22/2026:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and all related documents, by and between the City of Lubbock, on behalf of its Health Department, and the National Foundation for the Centers for Disease Control and Prevention, Inc., to assist the City of Lubbock with the launch of a regional Community Health Worker Hub.

Item Summary

The CDC Foundation proposes to help Lubbock Public Health launch a community health worker (CHW) hub. CHWs will serve as cross-system navigators, helping families move between health and social services. This project builds directly on lessons from the 2025 measles outbreak, which showed how quickly gaps in referral and follow-up between Lubbock and its surrounding counties can slow an emergency response.

This is also the first time the CDC Foundation has supported work in West Texas. This agreement opens a new philanthropic partnership for Lubbock Public Health, one that could extend to other funding opportunities for our department or our surrounding counties in the future.

The timing aligns with 2 new funding streams: Rural Strong Funding from the Texas Legislature and the federal Rural Health Transformation Program. While Lubbock County itself is not classified as rural, our health care system serves patients across the surrounding rural counties, and patient navigation is a priority under both programs. Lubbock Public Health already does some of this work. Positioning the department to lead it strengthens our ability to manage patient flow, protects our system's capacity, and positions us for future funding as other grant streams risk expiring.

This grant funds one community health worker in Lubbock, focused on linking and referring patients moving through our local health system. As surrounding counties build their own capacity, this worker will coordinate with community health workers in neighboring counties, so patients can move between their home community and Lubbock's health system without falling through the cracks.

Fiscal Impact

The Centers for Disease Control Foundation will provide funding in the amount of $122,586.

Staff/Board Recommending

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

Attachments

Resolution
Memorandum of Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Agreement ("MOA") related to supporting Community Health Workers through the Measles in High Risk Communities Project, by and between the City of Lubbock on behalf of its Health Department and the National Foundation for the Centers for Disease Control and Prevention, Inc. Said MOA 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 Blansett, Assistant City Attorney

Docusign Envelope ID: FF789639-4B2D-86D8-838C-26B54C9D7E88

CDC Foundation
Together our impact is greater

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT
between the National Foundation for the Centers for Disease Control and Prevention, Inc. and City of Lubbock

Measles in High Risk Communities

I. Program Title. THIS AGREEMENT ("Agreement") is made and entered into as of July 20, 2026, by and between the National Foundation for the Centers for Disease Control and Prevention, Inc. ("CDC Foundation") 600 Peachtree Street NE, Suite 1000, Atlanta, GA 30308 and the City of Lubbock, a Texas home rule municipal corporation, on behalf of its Health Department. The CDC Foundation and the City of Lubbock are each referred to herein as a "Party" and, collectively, as the "Parties."

II. Background. The CDC Foundation proposes to assist City of Lubbock with the launch of a regional Community Health Worker (CHW) hub in West Texas. Leveraging existing partnerships, the hub will employ CHWs as cross-system navigators supporting families across health and social services. Philanthropic support will bridge funding gaps, align partners, pilot reimbursement pathways and build lasting infrastructure, positioning the hub as permanent backbone of care. Funding for this initiative will support phased hiring, starting with one CHW in Lubbock, strengthening the region's capacity for routine and emergency health needs.

III. Purpose of Agreement. The purpose of this Memorandum of Agreement is to define relationships and responsibilities regarding implementation of the Measles in High Risk Communities project ("Project"). City of Lubbock and the CDC Foundation agree to perform the activities as outlined herein and as may be further described in the Project Description attached and incorporated herein as Attachment A.

IV. Budget

The CDC Foundation will provide funding to the City of Lubbock in the amount of $122,586.00 ("Grant Funds"), for the purpose of supporting activities described in this Memorandum of Agreement and its attachment. Grant Funds must be expended by the Termination Date.

Grant Funds will be paid in two equal payments to the City of Lubbock as follows:

- $61,293.00, within 30 days receipt of this fully executed Memorandum of Agreement; and
- $61,293.00, to be paid on or before 60 days following the date of the first payment.

V. General Relationships and Procedures

A. CDC Foundation Duties:

The CDC Foundation will provide programmatic and administrative oversight for the Project, working closely with City of Lubbock and the third-party vendors to implement the Project. The CDC Foundation programmatic and administrative support will include procurement of supplies, equipment, and services; management of third-party vendors, meeting planning, and other needs to help operationalize the Program.

B. City of Lubbock Duties:

City of Lubbock will be responsible for assisting in the design, implementation, and evaluation of the Project in accordance with the provisions of this Agreement and the attached Project Description, Attachment A.

All publicity and publications associated with this Project must recognize the CDC Foundation as a partner with the following words: "This project was made possible through a partnership with the CDC Foundation."

VI. **Reporting Requirements.** The City of Lubbock will provide the CDC Foundation with periodic progress reports and a final narrative and financial report regarding the Project. The final report will be due one month following the completion of the Project.

VII. **Duration of Agreement.** This Agreement covers the time period beginning July 20, 2026 ("Effective Date") and ending December 31, 2026 ("Termination Date"). Either Party may terminate the Agreement upon thirty (30) days written notification. Either Party may terminate this Agreement for cause, default, or negligence at any time without thirty (30) days advance written notice. The terminating Party may, at its option, allow the defaulting party a reasonable time to cure the default before termination.

VIII. **Procurement of Supplies, Equipment, Printing, Travel and Other Services.** The CDC Foundation's procurement policies apply to the purchase of supplies, equipment, and services purchased directly by the CDC Foundation for the Project.

IX. **Entire Agreement and Modification.** This Agreement and Attachment A constitute the full and entire understanding and agreement of the Parties hereto with regard to the subjects hereof and supersede all prior agreements and understandings, written or oral, between the Parties with respect to the subjects hereof. This Agreement may not be amended except by written agreement between all Parties. In the event of a conflict between this Agreement and the terms and conditions of any other legal instrument, the terms and conditions of this Agreement shall prevail and be binding upon the Parties.

X. **Reserved.**

XI. **Liability.** Neither Party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any act or failure to act by the other Party, its employees or agents, in connection with the performance of services pursuant to this Agreement.

XII. **No Agency Relationship.** Neither Party is an employee, agent, partner, or joint venturer of the other. Neither Party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement.

XIII. **Publicity**. All parties shall be entitled to review the text of any proposed publicity relating to the Project referencing both Parities, prior to its release.

XIV. **Insurance**. Each Party will maintain general liability insurance and workers compensation insurance; and may be required to provide the other Party with satisfactory evidence of such coverage. Neither Party will provide individual coverage for the other Party's employees, with each party being responsible for coverage of its employees.

XV. **Compliance with Laws.** The Parties shall comply with all applicable laws and regulations in the performance of this Agreement.

XVI. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

XVII. **Notices and Reports.** Any communication required to be given by either Party to this Agreement shall be in writing and shall be hand delivered or sent by USPS mail, or by confirmed facsimile transmission to the addresses below or such other address as either Party may specify to the other:

City of Lubbock
Katherine Wells
Director of Public Health
P.O. Box 2000
Lubbock, TX 79457
Tel: (806) 775-2941
Fax: (806) 775-3184
Email: kwells@mylubbock.us

CDC Foundation:
Rebecca Cook
Director of Programs
CDC Foundation
600 Peachtree St, NE, Suite 1000
Atlanta, GA 30308
Tel: (404) 653-0790
Fax: (404) 653-0330
Email: rcook@cdcfoundation.org

Approved and Accepted by:

City of Lubbock:

By: _____ Date: _____
Mark W. McBrayer
Mayor

Approved and Accepted for the National Foundation for the Centers for Disease Control and Prevention, Inc.:

By: Signed by: Brandon Talley 3EFD06D3F4484E5... Date: 7/21/2026 | 10:55:36 AM PDT
Brandon Talley, PhD, MPH
Executive Vice President (Acting)
Chief Impact and Innovation Officer (Acting)

ATTACHMENTS
A. Project Description

Docusign Envelope ID: FF789639-4B2D-86D8-838C-26B54C9D7E88

Attachment A: Project Description

Public Health Region 1 in West Texas, including the City of Lubbock, faces persistent barriers to healthcare, including limited local health capacity, high uninsurance, provider shortages and fragmented care, which disproportionately affect low-income and rural communities. Recent public health emergencies, including the 2025 measles outbreak and COVID-19, highlighted the need for a trusted, community-based workforce to bridge systems, build confidence and ensure effective response.

Lubbock Public Health proposes the launch of a regional Community Health Worker (CHW) hub in West Texas. Leveraging existing partnerships, the hub will employ CHWs as cross-system navigators supporting families across health and social services. Philanthropic support will bridge funding gaps, align partners, pilot reimbursement pathways and build lasting infrastructure, positioning the hub as permanent backbone of care. Funding for this initiative will support phased hiring, starting with one CHW in Lubbock, strengthening the region's capacity for routine and emergency health needs.

AI# 14530
Regular City Council Meeting **5. 15.**
09/22/2026:

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, Amendment No. 1, to Contract 18503, the HOME Investment Partnerships Program - American Rescue Plan Funding Agreement for Non-Congregate Shelters, by and between the City of Lubbock, Community Development and Serve Lubbock.

Item Summary

The HOME American Rescue Plan is administered by U.S. Department of Housing & Urban Development (HUD).

Grantee: Serve Lubbock

Project: Serve Lubbock's Housing Program

Funding Source: HOME Investment Partnerships Program/American Rescue Plan (HOME ARP) is funding from HUD to provide affordable rental housing for homeless individuals or individuals at risk of becoming homeless.

Original allocation of $2,500,000

Original term March 11, 2025 – September 30,2026

Amendment I
Use of Funds: This project will be used to develop Affordable Rental Housing that will include ten (10) houses. Will serve qualifying populations earning 30% or less of Area Median Income (AMI).

Term extended through September 30, 2028

Fiscal Impact

There is no fiscal impact to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution
Amendment 1

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Home Investment Partnership Program American Rescue Plan Funding Agreement for Non-Congregate Shelters (NCS), Contract No. 18503, for individuals and families in qualifying populations, and all related documents, between the City of Lubbock and Serve Lubbock. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Heather Heinrich, Assistant City Attorney

ccdocs/RES.Amend. No. 1 Contract 18503 SERVE LUBBOCK
September 22, 2026

FIRST AMENDMENT TO
HOME INVESTMENT PARTNERSHIPS PROGRAM AMERICAN RESCUE PLAN FUNDING AGREEMENT

Between

THE CITY OF LUBBOCK
AND
SERVE LUBBOCK

This First Amendment to the HOME Investment Partnerships Program - American Rescue Plan Funding Agreement ("Amendment") is entered into on this the _____ day of _____, 2026, by and between the City of Lubbock, Texas, a Texas home rule municipality ("City"), and SERVE LUBBOCK (the "Developer"), a 501(c)(3) Non-Profit Corporation, with its principal office at 2109 Broadway Avenue, Lubbock, Texas, 79401, (each, individually a "Party," or collectively, the "Parties").

WHEREAS, the Parties entered into a HOME Investment Partnerships Program - American Rescue Plan Funding Agreement (HOME ARP), a program administered by the U.S. Department of Housing & Urban Development (HUD) (the "Agreement") dated March 11, 2025, Contact No. 18503, for the development of Non-Congregate Shelters (NCS) for individuals and families in qualifying populations through new construction of new units and rehabilitation ten (10) units, collectively called Serve Lubbock's Housing Program (the "Project"), to be rendered by Developer; and

WHEREAS, the Parties now desire to amend certain terms of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to extend the term through September 30, 2028; and

WHEREAS, the Parties desire that all other remaining terms and conditions set forth in the Agreement remain unchanged, and in full force and effect.

NOW, THEREFORE, in consideration of the promises made herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

The Agreement is amended as follows:

RECITALS

The language that reads:

"WHEREAS, the Developer proposes to develop Non-Congregate Shelters (NCS) for individuals and families in qualifying populations through new construction of new units and rehabilitation ten (10) units, collectively called Serve Lubbock's Housing Program (the "Project")"

Shall be replaced with the following:

"WHEREAS, the Developer proposes to develop Affordable Rental Housing Development for individuals and families in qualifying populations through new construction of new units and rehabilitation ten (10) units, collectively called Serve Lubbock's Housing Program (the "Project")."

AGREEMENT
I. TERMS OF AGREEMENT

The language that reads:

"B. The Terms of this Agreement shall commence on the Effective Date and end on September 30, 2026, to which all funds must be expended under this Agreement. The Project is considered complete when construction has been completed, and the units are ready for occupancy."

Shall be replaced with the following:

"B. The Terms of this Agreement shall commence on the Effective Date and end on September 30, 2028, to which all funds must be expended under this Agreement. The Project is considered complete when construction has been completed, and the units are ready for occupancy."

The language that reads:

"C. The expenditure of HOME-ARP funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the Developer that the Project will be completed by September 30, 2026 and the Developer will make every effort to ensure that the project will not be delayed. Failure to meet deadlines can result in cancellation of this agreement and the revocation of HOME-ARP funds. The Developer may request an extension of this deadline in writing, by submitting information about the status of the project, steps being taken to overcome any obstacles to completion, proof of adequate funding to complete the project, and a schedule with milestones for completion of the project."

Shall be replaced with the following:

"C. The expenditure of HOME-ARP funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the Developer that the Project will be completed by September 30, 2028, and the Developer will make every effort to ensure that the project will not be delayed. Failure to meet deadlines can result in cancellation of this agreement and the revocation of HOME-ARP funds. The Developer may request an extension of this deadline in writing, by submitting information about the status of the project, steps being taken to overcome any obstacles to completion, proof of adequate funding to complete the project, and a schedule with milestones for completion of the project."

The language that reads:

"D. Under this Agreement, the units funded with any amount of HOME-ARP funds are subject to a restricted use period of twenty (20) years after project completion (the "Period of

Affordability"). During this time, the Developer will ensure continued adherence with HOME-ARP program requirements. For NCS projects, this includes property standards occupancy, income eligibility, and rent limits compliance."

Shall be replaced with the following:

"D. Under this Agreement, the units funded with any amount of HOME-ARP funds are subject to a restricted use period of fifteen (15) years after project completion (the "Affordability Period")...For Affordable Rental Housing Development projects, this includes compliance with property standards, occupancy, income eligibility, and rent limits."

II. SCOPE OF WORK

The language at "B Project Addresses" shall be replaced with the following:

"B. Project Addresses:

Under this Agreement, the Developer agrees to develop ten (10) units located at:

- 2110 14th Street, Lubbock, TX 79401
- 2114 14th Street, Lubbock, TX 79401
- 2116 14th Street, Lubbock, TX 79401
- 2122 14th Street, Lubbock, TX 79401
- 2224 14th Street, Lubbock, TX 79401
- 2102 14th Street, Lubbock, TX 79401
- 2106 14th Street, Lubbock, TX 79401
- 2108 14th Street, Lubbock, TX 79401
- 2120 14th Street, Lubbock, TX 79401
- 2124 14th Street, Lubbock, TX 79401"

III. HOME-ARP PROGRAM REQUIREMENTS

The language that reads:

"Under this Agreement, Developer agrees to comply with applicable HOME-ARP program requirements and as they pertain to NCS development activities. In order for a HOME-ARP funded project to qualify as an NCS development activity, the following must apply:"

Shall be replaced with the following:

"Under this Agreement, Developer agrees to comply with applicable HOME-ARP program requirements and as they pertain to Affordable Rental Housing Development. In order for a HOME-ARP funded project to qualify as an Affordable Rental Housing Development activity, the following must apply:"

The language that reads:

"G. Income Eligibility Determination

The Developer must qualify all applicants to ensure they are eligible for the program under HUD regulations during the period of affordability, which is twenty (20) years under this Agreement for all HOME-ARP funded NCS units."

Shall be replaced with the following:

"G. Income Eligibility Determination

The Developer must qualify all applicants to ensure they are eligible for the program under HUD regulations during the Affordability Period, which is fifteen (15) year under this Agreement for HOME-ARP funded Affordable Rental Housing units."

IV. MONITORING

The language that reads:

"B. Period of Affordability

The City will impose use restrictions for occupancy and rent on all properties listed under this Agreement and for which HOME-ARP funds were expended for a period not less than twenty (20) years. The City will monitor the Developer for the entirety of the Period of Affordability for occupancy and rent limitation requirements. To maintain compliance the Developer must ensure the units are rented and occupied within 6-months after the completion date to eligible qualifying or low-income households and that the units maintain compliance with HOME-ARP rental requirements. The Developer must submit an annual report to the City on rents and occupancy of HOME-ARP assisted units to ensure compliance with 92.504(c)(3)(vi). Annual reports are due by October 10th of each year during the Period of Affordability."

Shall be replaced with the following:

"B. Period of Affordability

The City will impose use restrictions for occupancy and rent on all properties listed under this Agreement and for which HOME-ARP funds were expended for a period not less than fifteen (15) years. The City will monitor the Developer for the entirety of the Period of Affordability for occupancy and rent limitation requirements. To maintain compliance the Developer must ensure the units are rented and occupied within 6-months after the completion date to eligible qualifying or low-income households and that the units maintain compliance with HOME-ARP rental requirements. The Developer must submit an annual report to the City on rents and occupancy of HOME-ARP assisted units to ensure compliance with 92.504(c)(3)(vi). Annual reports are due by October 10th of each year during the Period of Affordability."

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

CITY OF LUBBOCK

MARK MCBRAYER, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Heather Heinrich, Assistant City Attorney

SERVE LUBBOCK

Jerry Ramirez, President
Federal I.D. # 82-5443666

AI# 14594
Regular City Council Meeting 5. 16.
09/22/2026:

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a Certificated Airline Operating Agreement, by and between the City of Lubbock and Federal Express, at Lubbock Preston Smith International Airport.

Item Summary

Airport staff have been negotiating a new airline agreement with Federal Express (FedEx) since April 2025. The current lease agreement expires on September 30, 2026. The term for the new agreement will be for 5 years, beginning October 1, 2026, and ending on September 30, 2031, with 2, two-year options.

Rates and charges for signatory cargo carriers include landing fees applied to every 1,000 pounds of Maximum Gross Landing Weight (MGLW) of each aircraft. The projected rate for Fiscal Year 2026-27 is $4.56.

The landing fee will be determined each year, based on the Airport Fiscal Year Budget, as approved by the City Council. After each budget year, a settlement process will reconcile actual, versus budgeted expenditures.

In addition to the signatory agreement, FedEx leases 344,000 square feet of ramp space. The premises, use, and rental rates are established under a separate lease agreement. Initial rental, as noted in Article 5.03 of the certificated airline operating agreement, will be $190,954.40 annually. Consumer Price Index (CPI) adjustments on the ramp lease will occur every year, beginning in January 2027.

The landing fee is established to recover the cost of operating and maintenance, small capital expenditures, a small reserve requirement, covering debt service, and amortization of capital expenses.

Airport staff and the Airport Advisory Board recommend approval of the Certificated Cargo Airline Agreement for Federal Express.

Fiscal Impact

Estimated landing fee revenue from FedEx for Fiscal Year 2026-27 is $513,861.84.

Estimated cargo ramp and ground rental for Fiscal Year 2026-27 is $190,954.40.

Staff/Board Recommending

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

Attachments

Resolution - Federal Express Corporation

Federal Express Corporation Airline Operating Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Texas home rule municipality, a Certificated Airline Operating Agreement and Terminal Building Lease in connection with the Lubbock Preston Smith International Airport, by and between the City of Lubbock and Federal Express 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:

Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Airline Agreement (Fed Ex)
August 31, 2026

Docusign Envelope ID: 597B3980-7D9B-835C-80B7-53411917FF36

CERTIFICATED AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

for

Lubbock Preston Smith International Airport

By and between

City of Lubbock
Lubbock, Texas

AND

FEDERAL EXPRESS CORPORATION

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Exhibit B: Airline Premises

Exhibit C: Summary of Terminal Areas

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Exhibit F: Affiliate Identification and Requirements

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CERTIFICATED PASSENGER AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 2026, by and between the City of Lubbock, Texas, a municipal corporation organized and existing under the laws of the State of Texas, (hereinafter referred to as "CITY" or "City"), and Federal Express Corporation, a corporation incorporated under the laws of the State of Delaware, with a principal office at 3680 Hacks Cross Road, Building H 3rd Floor, Memphis, TN 38125 (as hereinafter defined and referred to as "AIRLINE" or "Airline").

WITNESSETH

WHEREAS, CITY owns and operates Lubbock Preston Smith International Airport, located in Lubbock, Lubbock County, Texas, (hereinafter referred to as "Airport"); and

WHEREAS, AIRLINE is engaged in the business of air transportation of persons, property, cargo, small packages, and mail, and is certificated by the Federal Aviation Administration to provide such services through Lubbock Preston Smith International Airport; and

WHEREAS, AIRLINE desires to lease certain premises, use certain facilities, and acquire certain rights and privileges from CITY in connection with its use of the Airport, and CITY is willing to lease and grant the same to AIRLINE upon the terms and conditions hereinafter stated; and

WHEREAS, CITY and AIRLINE each certify that their corporation has the power and authority to enter into this Agreement; and

WHEREAS, AIRLINE and CITY agree to enter into this Agreement, specifying the rights and obligations of the parties with respect to the lease, use and occupancy or use of certain premises of the Airport by AIRLINE;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, CITY and AIRLINE do hereby mutually undertake, promise and agree, each for itself and its successors and assigns as follows:

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Article 1. DEFINITIONS

1.01 Affiliated Airline shall mean any Air Transportation Company that: (1) is a parent or subsidiary of Airline, a subsidiary of the parent of Airline or otherwise under common control with Airline; (2) shares an International Air Transport Association (IATA) code with Airline at the Airport; or (3) otherwise operates under essentially the same trade name as Airline or its parent or subsidiary at the Airport or uses essentially the same livery as Airline or its parent or subsidiary; provided that no "major" airline, as such term is defined by the FAA, shall be classified as an Affiliated Airline of another "major" airline unless either clause (1) or (3) above defines the relationship between such airlines at the Airport. A Signatory Airline must designate in writing to the CITY any Air Transportation Company that will be an Affiliated Airline of that Signatory Airline at the Airport. A Signatory Airline must also designate in writing to the City to terminate such Affiliated Airline status of an Air Transportation Company. Affiliated Airlines shall have the rights afforded Airline without payment of any additional charges or premiums, provided Airline (a) remains a Signatory Airline to this Agreement; (b) agrees to be billed for Affiliated Airline's activity at the Airport; and (c) agrees and shall be obligated to serve as a financial guarantor for all rentals, fees, and charges incurred by any Affiliated Airline of Airline at the Airport. Airline shall be responsible for any and all unpaid rentals, fees, and charges of any such Affiliated Airline while such Affiliated Airline operates at the Airport as an Affiliated Airline of Airline; provided however, Airline shall only be responsible for such payments as relate to any terminated Affiliated Airline's operations before such termination as an Affiliated Airline of Airline took effect. Termination as an Affiliated Airline of Airline will not occur until Airline notifies the City in writing and such termination will be effective as of the date of such notification.

1.02 Agreement shall mean this Certificated Passenger Airline Operating Agreement and Terminal Building Lease between CITY and AIRLINE, as the same may be amended, modified, or altered from time-to-time pursuant to the terms hereof.

1.03 Air Transportation Business shall mean that business operated by AIRLINE at the Airport for the commercial transportation by air of persons, property, mail, parcels, and/or cargo and all associated reasonable activities.

1.04 Air Transportation Company shall mean a legal entity engaged in the business of scheduled or non-scheduled commercial transportation by air of persons, property, mail, parcels, and/or cargo.

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1.05 Aircraft Parking Charge shall mean a fee assessed by the City for each aircraft parking operation that occurs on any portion of the Terminal Aircraft Apron located outside of an Air Transportation Company's Preferential Use Premises as designated in the Annual Rates and Charges Sheet.

1.06 Airfield shall mean those portions of the Airport provided for the landing, taking off, and taxiing of aircraft, including without limitation, approach and turning zones, aviation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith.

1.07 AIRLINE or Airline shall mean the Air Transportation Company executing this Agreement.

1.08 Airline Premises shall mean those areas in the Terminal leased to AIRLINE as Preferential Use Premises or Joint Use Premises, as defined herein, and shown in Exhibit B, attached hereto.

1.09 Airport shall mean Lubbock Preston Smith International Airport in Lubbock, Lubbock County, Texas, owned and operated by CITY, including all real property easements or any other interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by CITY.

1.10 Airport Affairs Committee (AAC) shall mean collectively the authorized representatives of each Signatory Airline that shall meet from time-to-time with representatives of CITY to receive information and provide input from/to the Signatory Airlines with regard to selected operation and development matters of the Airport.

1.11 Assigned Aircraft Parking Positions shall mean aircraft parking positions at the Airport that have been assigned by the Director of Aviation.

1.12 Amortization shall mean the amount to recover a Large Capital Expenditure which is not debt financed and shall be calculated based on the expected useful life of the Large Capital Expenditure with a rate of return equivalent to the City's cost of capital as of the date of Substantial Completion. Amortization will commence in the Fiscal Year immediately following date of Substantial Completion of any such Large Capital Expenditure.

1.13 Annual Rates and Charges Sheet shall mean the notification sent by the CITY to Airline prior to start of CITY's Fiscal Year for the Airport that includes a list of all rates and fees for the upcoming Fiscal Year.

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1.14 Assigned Gates shall mean Gates within the Terminal Building that have been assigned by the Director of Aviation to each Signatory Airline as identified in Exhibit B.

1.15 Aviation Department shall mean the Aviation Department of the City of Lubbock.

1.16 Bonds shall mean any bonds or other financing instrument or obligation of the CITY, issued for the purposes of improving the Airport, in which the Aviation Department is responsible for payment of the annual interest and principal associated with such bonds.

1.17 Capital Expenditure shall mean an expenditure made to acquire, purchase, or construct a single capital item or project for the purpose(s) of improving, maintaining, or developing the Airport.

1.18 Large Capital Expenditure shall mean a Capital Expenditure funded with more than $150,000 of CITY funds (excluding (i) proceeds from Bonds; (ii) proceeds from insurance resulting from casualty damage to or destruction of improvements on the Airport; (iii) federal or state grant funds; and (iv) Passenger Facility Charges (PFCs)).

1.19 Small Capital Expenditure shall mean a Capital Expenditure funded with $150,000 or less of CITY funds (excluding (i) proceeds from Bonds; (ii) proceeds from insurance resulting from casualty damage to or destruction of improvements on the Airport; (iii) federal or state grant funds; and (iv) (PFCs)).

1.20 Cargo Aircraft Aprons shall mean those areas of the Airport that are designated for the parking of cargo aircraft and support vehicles, and the loading and unloading of cargo aircraft, as shown in Exhibit B, attached hereto.

1.21 CITY or City shall mean the City of Lubbock, who has the ownership, custody, control, and management of the Airport.

1.22 Cost Centers shall mean those areas or functional activities of the Airport used for the purposes of accounting for Revenues, Operating and Maintenance (O&M) Expenses, O&M Expenses Reserve Requirement, Debt Service, Small Capital Expenditures and Amortization of Large Capital Expenditures, and for calculating and adjusting certain rentals, fees, and charges described herein, as they now exist or may hereafter be modified, changed, or developed, as more particularly described below:

1.22.1 Direct Cost Centers:

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1.22.1.1 Airfield Cost Center includes the Airfield, the Terminal Aircraft Aprons, and the Cargo Aircraft Aprons.

1.22.1.2 Terminal Cost Center includes the Terminal Building and associated curbside entrance areas and adjoining landscaped areas.

1.22.1.3 Other Cost Center includes all portions of the Airport outside of the Airfield and Terminal Cost Centers.

1.22.2 Indirect Cost Centers:

1.22.2.1 Administrative Cost Center includes the administrative functions of the Airport.

1.22.2.2 Airfield Maintenance Cost Center includes all maintenance functions of the Airport related to the Airfield, Terminal Aircraft Aprons, and Cargo Aircraft Aprons.

1.22.2.3 Aircraft Rescue and Fire Fighting (ARFF) Cost Center includes all rescue and firefighting functions at the Airport.

1.22.2.4 Airport Police Cost Center includes all police and law enforcement functions at the Airport.

1.22.2.5 Indirect Cost Center includes all additional miscellaneous expenses at the City related to the Airport's operation

1.22.2.6 Operations and Security Cost Center includes all functions of the Airport related to general operations and security.

1.22.2.7 Parking Cost Center includes all functions of the Airport related to the parking lots and garages.

1.23 Customer Facility Charge (CFC) shall mean the charge imposed by the City, which is collected and remitted by the Rental Car Agencies ("RACS"), upon a car rental customer arriving at the Airport and renting a vehicle and provided to the Airport for expenditure on car rental facilities improvements.

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1.24 Debt Service shall mean with respect to any series of Bonds, as of any particular date of computation and for any particular period or year, the aggregate amount required to be deposited during such period or year for interest and principal associated with such Bonds.

1.25 Deplaned Passenger shall mean any passenger disembarking an aircraft at the Terminal except for non-revenue passengers.

1.26 Director of Aviation shall mean the CITY's Director of Aviation or such other person designated by CITY to exercise functions with respect to the rights and obligations of CITY under this Agreement.

1.27 Enplaned Passenger shall mean any passenger boarding an aircraft at the Terminal except for non-revenue passengers, including any such passenger that previously disembarked from another aircraft of the same or a different Air Transportation Company or from the same aircraft previously operating under a different flight number.

1.28 Environmental Laws shall mean all applicable local, state, and federal laws, statutes, ordinances, rules, regulations, and orders, concerning or relating to the protection of human health and the environment, including, but not limited to, the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Solid Waste Disposal Act, 42 U.S.C. Section 6901, et seq., the Comprehensive Environmental Response; Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.

1.29 FAA shall mean the Federal Aviation Administration, or its authorized successor(s).

1.30 Fiscal Year shall mean the annual accounting period of CITY for its general accounting purposes which, at the time of entering into this Agreement, is the period of twelve consecutive months, ending with the last day of September of any year.

1.31 Gates shall mean those specific areas within the Terminal Building where passengers enplane and deplane aircraft.

1.32 Ground Handling Services shall mean services provided to an aircraft that prepares the aircraft for flight, such as the guiding and parking of aircraft, catering, loading and unloading of baggage, fuel arrangements, passengers, etc., and activities such as ticketing and check-in.

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1.33 Hazardous Material shall mean: (i) any petroleum or petroleum derived products, explosives, radioactive materials, asbestos in any form, urea formaldehyde foam insulation, polychlorinated biphenyls, or radon gas; and/or (ii) any chemical, material, waste, pollutant, or substance defined, listed, classified, or otherwise regulated as "hazardous" or "toxic" under any applicable Environmental Laws.

1.34 Holdroom shall mean the seating area of the concourse at each Gate.

1.35 Joint Use Formula shall mean the formula used to allocate the cost of a Joint Use Premises as follows: (a) For each Scheduled Air Carrier whose annual Enplaned Passengers at the Airport equal or exceed two percent (2%) of total Airport Enplaned Passengers for the year, twenty percent (20%) of such cost shall be divided equally among such carriers, and eighty percent (80%) shall be allocated in proportion to the number of each such carrier's Enplaned Passengers using the Joint Use Premises during the month, relative to the total Enplaned Passengers of all such carriers using the Joint Use Premises during the month. (b) For each Scheduled Air Carrier whose annual Enplaned Passengers at the Airport are less than two percent (2%) of total Airport Enplaned Passengers for the year, one hundred percent (100%) of such cost shall be allocated among such Scheduled Air Carriers based on each Scheduled Air Carrier's share of Enplaned Passengers using the Joint Use Premises for that month. For purposes of this calculation, AIRLINE and its Affiliated Airlines shall be treated as a single Scheduled Air Carrier. The computation shall be adjusted, as applicable, to account for the addition or deletion of a Scheduled Air Carrier at the Airport.

1.36 Joint Use Premises shall mean that space in the Terminal Building used jointly by AIRLINE and other airlines, such as baggage claim areas as reflected in Exhibits B and C.

1.37 Landing Fee shall mean a fee per thousand pounds of the Maximum Gross Landed Weight of each type of AIRLINE's aircraft and shall be multiplied by the total of all Maximum Gross Landed Weight for all Revenue Landings of each type of aircraft landed at the Airport by AIRLINE. The calculation of the annual Landing Fee is set forth in Exhibit E.

1.38 Loading Bridge shall mean the enclosed, elevated structure, including all mechanical and electrical components, that connects the Terminal Building to an aircraft to facilitate the safe and efficient boarding and deplaning of passengers.

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1.39 Maximum Gross Landed Weight shall mean the maximum gross certificated landing weight in one-thousand-pound units for which each aircraft operated at the Airport by AIRLINE as certificated by the FAA or its successor.

1.40 Non-Signatory Airline shall mean any Air Transportation Company providing service at the Airport that has not signed this Agreement and is operating under the terms of a separate agreement that has terms that are not more favorable to this Agreement. Non-Signatory Airlines shall pay Non-Signatory rates, fees and charges presented in Exhibit E, which shall include a premium equal to one hundred twenty-five percent (125%) of the Signatory Airlines' rates, fees, and charges.

1.41 Operation and Maintenance Expenses (O&M Expenses) shall mean expenses paid or accrued for the operation, maintenance, and ordinary current repairs of the Airport and shall include, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the CITY relating solely to the Airport, including engineering, architectural, legal, airport consultants, accounting fees and expenses and such other reasonable current expenses as shall be in accordance with sound accounting practice. O&M Expenses shall not include any allowance for depreciation or renewals or replacements or obsolescence of capital assets of the Airport, or any operation and maintenance expenses of special purpose facilities buildings where the lessees thereof are obligated to pay such operation and maintenance expenses.

1.42 O&M Expenses Reserve Requirement shall mean an amount equal to twenty-five percent (25%) of the annual O&M Expenses for the current Fiscal Year less an amount equal to twenty-five percent (25%) of the O&M Expenses for the previous Fiscal Year.

1.43 Passenger Facility Charge (PFC) shall mean the fees authorized by 49 USC 40117 and regulated by 14 CFR Part 158 as such statute and regulations currently exist or as they may be amended during the Term of this Agreement.

1.44 Per Day Fee – Aircraft Gate shall mean a charge assessed by the City for each use of an unassigned aircraft Gate calculated as shown in Exhibit E. The Per Day Fee – Aircraft Gate will include use of the Holdroom, Loading Bridge, pre-conditioned air, and 400 Hertz systems. The Per Day Fee – Aircraft Gate shall not apply to the use of areas within the Terminal Building that are included in an Air Transportation Company's Preferential Use Premises pursuant to this Agreement with the City. The location of the aircraft Gate to be used on a per-day basis will be assigned by the Director of Aviation. Any Air Transportation Company utilizing an unassigned aircraft Gate will pay no more than one Per Day Fee

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– Aircraft Gate per calendar day, however, Air Transportation Company may be subject to additional charges as reflected in Section 5.04 (A).

1.45 Per Day Fee – Operations shall mean a charge assessed by the City for each use of unassigned operations space calculated as shown in Exhibit E. The location of the operations space to be used on a per-day basis will be assigned by the Director of Aviation. Any Air Transportation Company utilizing unassigned operations space will pay no more than one Per Day Fee – Operations per calendar day.

1.46 Per Day Fee – Ticket Counter shall mean a charge assessed by the City for each use of an unassigned ticket counter calculated as shown in Exhibit E. The location of the ticket counter to be used on a per-day basis will be assigned by the Director of Aviation. Any Air Transportation Company utilizing an unassigned ticket counter will pay no more than one Per Day Fee – Ticket Counter per calendar day.

1.47 Preferential Use Premises shall mean those portions of the Terminal and Terminal Aircraft Aprons assigned to AIRLINE, as shown in Exhibit C, attached hereto, to which AIRLINE shall have priority over other users.

1.48 Public Space shall mean all utility rooms, duct ways, janitorial rooms and closets, stairways, hallways, elevators, escalators, entranceways, public or common use lobbies and areas, public toilet areas and other areas used for the operation, maintenance or security of the Terminal, even if used solely by CITY.

1.49 Rates shall mean the Landing Fee rate, the Terminal Rental Rate, and Per Day Fee(s), and are calculated in Exhibit E.

1.50 Revenue Landing shall mean any aircraft landing by AIRLINE at the Airport for which AIRLINE receives revenue, including training flights and diversions by AIRLINE, but excluding any flight, that after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.

1.51 Revenues shall mean income accrued by CITY in accordance with generally accepted accounting practices, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof, or the leasing or use thereof, but do not include PFCs.

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1.52 Rules and Regulations shall mean reasonable, lawful, and nondiscriminatory rules and regulations as may be established by the City for the Airport, and as may be amended from time to time.

1.53 Scheduled Air Carrier shall mean any Air Transportation Company performing or desiring to perform, pursuant to published schedules, seasonal or non-seasonal commercial air transportation services over specified routes to and from the Airport and holding the necessary authority from the appropriate federal or state agencies to provide such transportation.

1.54 Scheduled Landings shall mean all Revenue Landings at the Airport published by AIRLINE in either the Official Airline Guide or on AIRLINE's website.

1.55 Signatory Airline shall mean an Air Transportation Company that has executed an agreement with the CITY substantially similar to this Agreement, and either: 1) leases at least one Holdroom in the Terminal Building, and other space in the Terminal Building deemed sufficient by the Director of Aviation to support its operation; or 2) commits to pay an annual minimum financial amount equivalent to no less than the product of the annual Landing Fee multiplied by 71,000,000 pounds of landed weight.

1.56 Substantial Completion shall mean the date on which CITY's architects and/or engineers certify any premises, or project, at the Airport to be substantially complete as to permit use and occupancy by AIRLINE.

1.57 Term shall mean the period of time during which AIRLINE's activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date, and, except as otherwise set forth herein, terminate on the date set forth in Article 2.

1.58 Terminal Building or Terminal shall mean the passenger terminal building and appending structures at the Airport.

1.59 Terminal Aircraft Aprons shall mean those areas of the Airport that are designated for the parking of commercial passenger aircraft and support vehicles, and the loading and unloading of passenger aircraft.

1.60 Terminal Rental Rate shall mean fees and charges imposed by City on a per square foot basis for the use of the Airline Premises. The calculation of the annual Terminal Rental Rate is set forth in Exhibit E.

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1.61 TSA shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

Words and phrases used in this Agreement but not defined herein shall have their usual and customary meaning.

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Article 2. TERM

2.01 Term. The Term of this Agreement shall be for five (5) years beginning on **OCTOBER 1, 2026** (hereinafter the "Effective Date") and ending **SEPTEMBER 30, 2031** (hereafter the "Term"), and the rentals, fees, and charges established in this Agreement shall apply to said Term regardless of the executed date of this Agreement.

2.02 Renewal Option. This Agreement shall renew automatically under the same terms and conditions for two (2) separate two-year periods effective October 1, 2031, and October 1, 2033, unless either party provides the other party with written notice one hundred twenty (120) days prior to the then current expiration date of its intent not to renew this Agreement.

2.03 Holding Over. Holding over by AIRLINE after the expiration of this Agreement without the consent of CITY shall not operate to extend or renew this Agreement. Any such holding over shall be construed as a tenancy from month-to-month, provided, however, that AIRLINE shall enjoy signatory rentals, rates and charges up to one (1) year after expiration of this Agreement or for such longer period during which good faith negotiations for a new agreement have been started, or as may be agreed in writing by the CITY and AIRLINE. Thereafter, upon thirty (30) days' advance written notice by the CITY, AIRLINE will pay non-signatory rentals, rates and charges until a new agreement is executed.

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Article 3. RIGHTS AND PRIVILEGES OF AIRLINE

3.01 AIRLINE Rights and Privileges. In addition to all rights granted elsewhere in this Agreement, AIRLINE shall have the right to use, in common with others so authorized by CITY, areas, other than areas leased preferentially to others, facilities, equipment, and improvements at the Airport for the operation of AIRLINE's Air Transportation Business and all activities reasonably necessary or incidental to such operations, including but not limited to:

A. The landing, taking off, flying over, taxiing, towing, and conditioning of AIRLINE's aircraft and, in areas designated by CITY, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of AIRLINE's aircraft and support equipment subject to Sections 3.01(E), 3.01(F), and 3.02(C), and to the availability of space, and subject to such reasonable charges and regulations as CITY may establish; provided, however, AIRLINE shall not permit the use of the Airfield by any aircraft operated or controlled by AIRLINE which exceeds the design strength or capability of the Airfield as described in the then-current FAA-approved Airport Layout Plan (ALP) or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

B. The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, freight, and express services, and reasonable and customary airline activities.

C. The training of personnel in the employ of or to be employed by AIRLINE and the testing of aircraft and other equipment being utilized at the Airport in the operation of AIRLINE's Air Transportation Business; provided, however, said training and testing shall be directly related, but incidental to the use of the Airport in the operation by AIRLINE of its Air Transportation Business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. CITY reserves the right to restrict or prohibit such training and testing operations which it deems to interfere with the use of the Airport, including excessive noise as reasonably determined by CITY.

D. The purchase at the Airport of fuels, lubricants, and any other supplies and services, from any person or company, subject to CITY's right to require that each provider of services and/or supplies to AIRLINE secures a permit from CITY to conduct such activity at the Airport, pays required fees, and

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abides by all reasonable rules and regulations established by CITY. No discriminatory limitations or restrictions shall be imposed by CITY that interferes with such purchases; provided, however, nothing herein shall be construed to permit AIRLINE to store aviation fuels at the Airport. The granting of the right to store aviation fuels shall be subject to the execution of a separate agreement between AIRLINE or Airline Fuel Facility Corporation and CITY.

E. The servicing by AIRLINE or its suppliers of aircraft and other equipment being utilized at the Airport by AIRLINE on the Terminal Aircraft Aprons or such other locations as may be designated by the Director of Aviation.

F. The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by CITY at Terminal Aircraft Aprons or such other locations as may be designated by the Director of Aviation; provided AIRLINE shall not use Terminal Aircraft Aprons immediately adjacent to the passenger Terminal to load or unload all-cargo aircraft unless otherwise authorized in writing by CITY.

G. The provision, either alone or in conjunction with other Air Transportation Companies or through a nominee, of skycap service for the convenience of the public, at no cost to CITY.

H. The installation and maintenance, at AIRLINE's sole cost and expense, of identifying signs in AIRLINE's Preferential Use Premises. Installation shall be subject to the prior written approval of the Director of Aviation. The general type and design of such signs shall be in compliance with CITY's rules and regulations regarding tenant signage. All identifying signage previously approved by the Director and installed as of the Effective Date is deemed to be approved. Signage will not be permitted in areas other than AIRLINE's Preferential Use Premises.

I. The installation, maintenance, and operation, at no cost to CITY, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment, and facilities on AIRLINE's Preferential Use Premises as may be necessary or convenient for the operation of its Air Transportation Business; provided, however, that except for equipment and facilities already in place, such installations shall be subject to the prior written approval of the Director of Aviation. Prior to any written approval, AIRLINE shall provide the Director of Aviation with all reasonably necessary supporting documentation related to such installations. Installation, maintenance, and operation, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment, and facilities will not be permitted in areas other than AIRLINE's

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Preferential Premises.

J. Such rights of way as may reasonably be required by AIRLINE for communications, computer equipment, teletype, telephone, interphone, conveyor systems and power, and other transmission lines in AIRLINE's Preferential Use Premises, subject to the availability of space and/or ground areas as determined by the Director of Aviation. AIRLINE shall provide CITY with an engineer's or architect's drawing depicting the routing of such cabling for approval by CITY prior to engaging in any such work. CITY reserves the right to require the execution of a separate agreement between CITY and AIRLINE for the lease and use of such space and/or ground area outside Terminal areas or to provide such service directly to AIRLINE.

K. The installation of personal property, including furniture, furnishings, computers, supplies, machinery, equipment, computers, and supplies in AIRLINE's Preferential Use Premises as AIRLINE may deem necessary, useful or prudent for the operation of its Air Transportation Business. Title to such personal property shall remain with AIRLINE, subject to the provisions of this Agreement. Installation of personal property, including furniture, furnishings, computers, supplies, machinery, equipment, computers, and supplies will not be permitted in areas other than AIRLINE's Preferential Premises.

L. The construction of modifications, finishes, and improvements in AIRLINE's Preferential Use Premises as AIRLINE may deem necessary or prudent for the operation of its Air Transportation Business.

M. AIRLINE shall have the right to ingress to and egress from the Airport and Airline Premises for AIRLINE's officers, employees, agents, and invitees, including passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property. Such right shall be subject to 49 CFR Part 1542, applicable laws, and the CITY's right in accordance with its applicable law to establish reasonable and nondiscriminatory Rules and Regulations and Operating Directives governing (i) the general public, including AIRLINE's passengers, and, (ii) access to non-public areas at the Airport by AIRLINE's employees, suppliers of materials, and furnishers of services; provided, however, any such Rules and Regulations and Operating Directives of CITY shall not (i) unreasonably interfere with the operation of AIRLINE's Air Transportation Business or (ii) be inconsistent with any express terms of this Agreement or with applicable federal regulations. CITY may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any roadway or access to the Airport, so long as a means of ingress and egress reasonably equivalent is concurrently made available to AIRLINE. AIRLINE hereby releases and discharges CITY from any

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and all claims, demands, or causes of action which AIRLINE may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

N. Subject to any restrictions in CITY's existing agreement with its food and beverage concessionaire, nothing in this paragraph shall prohibit AIRLINE from (i) providing food and beverages, at AIRLINE's sole cost and expense, and (ii) providing under a separate agreement with CITY for its own flight kitchen located at the Airport for catering services to its passengers and crews for consumption aboard aircraft. AIRLINE shall not install vending machines of any type in its Airline Premises without obtaining written approval of the Director of Aviation, however, all vending machines previously approved by the Director and installed as of the Effective Date are hereby deemed to be approved.

O. The rights and privileges granted to AIRLINE pursuant to this Article 3 may be exercised on behalf of AIRLINE by other Signatory Airlines or contractors authorized by CITY to provide such services at the Airport, subject to the prior written approval of CITY and further subject to all laws, rules, regulations, fees, and charges as may be applicable to the activities undertaken.

P. AIRLINE may exercise on behalf of any other Air Transportation Company having an operating agreement or permit with CITY any of the rights granted AIRLINE herein, so long as AIRLINE is concurrently exercising those same rights in the operation of AIRLINE's own Air Transportation Business at the Airport, subject to other provisions of this Agreement with respect to CITY Rules and Regulations and Operating Directives for the Airport and provided AIRLINE notifies CITY of such arrangement.

3.02 Exclusions and Reservations.

A. Nothing in this Article 3 shall be construed as authorizing AIRLINE to conduct any business separate and apart from the conduct of its Air Transportation Business.

B. AIRLINE shall not knowingly interfere or cause interference with the use, operation, or maintenance of the Airport by CITY, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time-to-time at the Airport; and AIRLINE shall not knowingly engage in any activity prohibited by CITY's noise abatement procedures as implemented, amended, or supplemented from time-to-time.

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C. As soon as reasonably possible after release from proper authorities, AIRLINE shall remove any of its disabled aircraft from the Airfield or Terminal Aircraft Aprons, shall place any such disabled aircraft only in such storage areas as may be reasonably designated by the Director of Aviation, or at AIRLINE's discretion, to an off-Airport location, and shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by the Director of Aviation. In the event AIRLINE shall fail to remove any of its disabled aircraft as expeditiously as reasonably possible, CITY may, but shall not be obligated to, cause the removal of such disabled aircraft. CITY shall provide written notice to AIRLINE of its intent to cause removal of such disabled aircraft. AIRLINE shall pay to CITY, upon receipt of invoice, the costs incurred for such removal plus fifteen percent (15%). Nonpayment of such invoice shall be deemed an event of default of this Agreement.

D. AIRLINE shall not knowingly do or cause to be done anything, either by act or failure to act, that shall directly cause the cancellation or material violation of the provisions, or any part thereof, of any policy of insurance for the Airport. If AIRLINE shall do or cause to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, and which act or failure, in and of itself, causes a material increase in CITY's insurance premiums, AIRLINE shall promptly remedy such actions and/or pay the increase in premiums, upon written notice from CITY to do so and a reasonable opportunity to cure.

E. AIRLINE shall not maintain or operate in the Terminal or elsewhere at the Airport a cafeteria, restaurant, bar, or cocktail lounge for the purpose of selling food and beverages to the public or to AIRLINE's employees and passengers, except as may be permitted under Section 3.01(N), above.

F. CITY may, at its sole option, install or cause to be installed advertising and revenue generating devices, including vending machines, in Joint Use Premises provided, however, that such installations shall not unreasonably interfere with AIRLINE's operations authorized hereunder or substantially diminish the square footage contained in Airline Premises. CITY may also, at its sole option, install pay telephones in any part of the Terminal. CITY shall be entitled to reasonable access upon Airline Premises to install or service such telephones and devices.

G. The rights and privileges granted AIRLINE pursuant to this Article 3 shall be subject to any and all reasonable, lawful, and nondiscriminatory Rules and Regulations and Operating Directives established by CITY, as may be amended from time-to-time; provided, however, if any such Rules and Regulations and Operating Directives shall conflict with the express terms of this Agreement, the express terms of this Agreement shall control.

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H. AIRLINE may use any Airline Premises as office space provided that the primary functions to be performed at such office are directly related to the AIRLINE'S day-to-day operations at the Airport. CITY agrees that a de minimis amount of these functions may relate to other operations not including the AIRLINE'S day-to-day operations at the Airport.

I. Any and all rights and privileges not specifically granted to AIRLINE for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to CITY.

J. AIRLINE shall not conduct political activities on Airline Premises except as allowed by CITY in free speech designated areas within the Airport.

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Article 4. PREMISES

4.01 Terminal Building Space.

For the Term of this Agreement, AIRLINE shall lease or use the areas in the Terminal Building as shown in Exhibits B and C.

A. In the event that changes to Exhibits B or C are made to reflect changes in the leased premises of others, or to reflect other space changes in public-use and common-use areas, then in such event said revised exhibits may be substituted herein without the necessity for amendment of this Agreement. In the event of any changes to Exhibits B or C, CITY will provide thirty (30) days' advanced written notice to AIRLINE before the changes take effect. If the changes modify the current Fiscal Year Rates, AIRLINE will be permitted to comment on the changes prior to them being adopted. Revised Exhibits B and/or C will need to be dated and signed by an authorized representative of the CITY and the AIRLINE.

4.02 Gates and Aircraft Parking Positions.

A. Assigned Gates. Gates shall be assigned to Signatory Airlines and leased on a Preferential Use Premises basis in accordance with reasonable and non-discriminatory Aviation Department policy. Only Signatory Airlines are eligible for preferential Gate assignments. Gate assignments for each Signatory Airline are identified in Exhibit C.

AIRLINE will have the sole right to the use of Assigned Gates for scheduled and unscheduled flights. Use of an Assigned Gate shall include use of any existing podium, loading bridge and/or associated Gate facilities. AIRLINE may install additional Gate facilities at its own cost, subject to the approval of the Aviation Department, which shall not be unreasonably withheld, conditioned or delayed. Seating in the Gate area shall be available to all users of the Terminal Building regardless of AIRLINE association.

B. Unassigned Gates. Unassigned Gates are available for use by Signatory and Non-Signatory Airlines. Use of unassigned Gates shall be coordinated in advance with the Aviation Department. Airline shall be prepared at all times to move aircraft away from an unassigned Gate after completing the flight operation as requested by the Aviation Department. Airline will coordinate with the Aviation

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Department all aircraft parking at the Terminal Gates exclusive of Assigned Gates, and on the Terminal ramp. Approval for such use shall not be unreasonably withheld, conditioned or delayed. Use of unassigned Gates and ramp parking spots shall be subject to the fees and charges specified in Article 5.

C. Temporary Reassignment of Gates. The Aviation Department may re-assign Gates on a temporary basis to accommodate emergency or extraordinary situations. Such temporary reassignment shall be coordinated with AIRLINE as far in advance as practicable and shall be accomplished in a manner that has the least possible impact on AIRLINE's operation.

D. Permanent Reassignment of Gates. The Aviation Department reserves the reasonable right to permanently reassign Gates. Prior to making a decision regarding an involuntary Gate reassignment, the Director of Aviation shall consult with the affected airline or airlines. Once a decision has been made regarding an involuntary Gate reassignment, the Director of Aviation shall provide written notice of the decision to the affected airline or airlines and in the event the airline or airlines do not concur with the Director of Aviation's decision, such airline or airlines shall have thirty (30) days to appeal such decision to the Director of Aviation. In the event that the Director of Aviation does not change the decision regarding involuntary Gate reassignment after appeal, the decision may be appealed to the Lubbock Preston Smith International Airport Board at its first available regular meeting following notification of the reassignment by the Director of Aviation. The decision of the Lubbock Preston Smith International Airport Board will be final and binding on all parties. In the event of an involuntary Gate reassignment, the Aviation Department or instigating airline shall be responsible for all costs associated with the relocation of the affected airline or airlines, to include but not be limited to cost for relocating and reinstallation of podium, backwall, signage, telecommunication and technology, and associated operations area.

E. Termination of Gate Assignments. Subject to interruption in service resulting from events stipulated in Section 15.23, in the event that AIRLINE discontinues use of a Gate or Gates for scheduled airline service for more than thirty (30) consecutive days, the Aviation Department reserves the right to terminate such assignment(s) and reassign the Gate(s) at its discretion.

F. Aircraft Parking. AIRLINE shall be entitled to park aircraft at its Assigned Gates without prior coordination with the Aviation Department. AIRLINE shall be entitled to park aircraft at unassigned Gates on a first come/first served basis, subject to the advance coordination requirements outlined in Section 4.02(B) of this Agreement. Aircraft parking at all other locations on the Airport shall be approved by the Aviation Department on a case-by-case basis.

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4.03 Employee Parking Facilities. AIRLINE shall, subject to reasonable and non-discriminatory charges as defined in Section 5.04(B), have the right to use the automobile parking facilities for its employees. Such facilities are located in an area designated by the Director of Aviation; however, such area(s) shall not be used for personal use such as vacation, or the long-term storage of vehicles and/or trailers. Long-term shall mean periods greater than two (2) weeks.

4.04 Construction and Airport Expansion and Inconvenience. Subject to the requirements of Section 4.02(E), CITY shall have the right, at such times as may be reasonable under the circumstances, to close, relocate, reconstruct, change, alter, or modify Airline's Premises and/or the means of access to Airline's Premises pursuant to this Agreement or otherwise, either temporarily or permanently for purposes of maintaining or constructing improvements, modifications, or expansions to the Terminal Building, including construction of capital improvements; provided, however, that CITY shall provide: (1) reasonable written notice of the construction activities to AIRLINE and (2) adequate means of ingress and egress for Airline's Premises or, in lieu thereof, alternate premises of comparable size and finish to the extent possible with adequate means of ingress and egress, and reimbursements as provided in Section 4.02(D).

4.05 Surrender of Airline's Premises.

A. Surrender of Airline's Premises. AIRLINE covenants and agrees that on expiration of the Term of this Agreement, or earlier termination as hereinafter provided, it will peaceably surrender possession of Airline's Premises leased hereunder in the condition in which they existed at the commencement of this Agreement, normal wear and tear, the express maintenance obligations of City set forth herein, and damage due to casualty excepted so long as the casualty is not due to the fault of Airline, its agents, employees, or representatives.

B. Removal of Trade Fixtures, Equipment and Personal Property. AIRLINE shall have the right, on expiration or early termination of this Agreement and within thirty (30) consecutive calendar days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property placed or installed by it at its expense, in, on, or about the Airport. AIRLINE shall not be entitled to remove permanent or non-trade fixtures without the advance written consent of CITY, which consent shall not be unreasonably withheld, conditioned or delayed.

C. Removal Damages. In the event AIRLINE removes its trade fixtures and equipment and other personal property described in Section 4.05(B), and/or is allowed to remove its non-trade fixtures

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and removes such fixtures, AIRLINE shall repair any damage caused by such removal, reasonable wear and tear excepted. Removal and repair shall be at AIRLINE's expense.

D. Ownership of Trade Fixtures, Equipment and Personal Property Not Removed. In the event AIRLINE fails to remove its property within thirty (30) consecutive calendar days of the effective date of termination of this Agreement, or such other period of time agreed to in writing by the parties, CITY shall have the option of (1) removing and disposing of AIRLINE property at AIRLINE's expense; or (2) taking title to AIRLINE property.

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Article 5. RENTALS, FEES, AND CHARGES

5.01 General. AIRLINE shall pay CITY rentals for use of Airline Premises, and fees and charges for the other rights, licenses, and privileges granted hereunder during the Term of this Agreement. The rentals, fees, and charges payable by all Signatory Airlines for the Airfield and, with respect to the Terminal, the rentals, fees, and charges payable by Signatory Airlines leasing space in the Terminal, shall be as set forth in Exhibit E.

5.02 Landing Fees. AIRLINE shall pay monthly CITY fees for Revenue Landings for the preceding month. AIRLINE's Landing Fees shall be determined as the product of the Landing Fee rate for the period, as presented in Exhibit E, attached hereto, and AIRLINE's total Maximum Gross Landed Weight for the month. AIRLINE's total Maximum Gross Landed Weight for the month shall be determined as the sum of the products obtained by multiplying the Maximum Gross Landed Weight of each type of AIRLINE's aircraft by the number of Revenue Landings of each said aircraft during such month.

5.03 Ramp Area Rental. Upon the execution of this Agreement, AIRLINE agrees and binds itself to pay annual rental for the gross land area of the Leased Premises as shown on Exhibit "B" containing approximately 344,000 square feet in the amount of $0.5551 per square foot per year to the CITY. Initial rental shall be $190,954.40 annually and $15,912.87 monthly.

5.04 Other Fees and Charges.

A. CITY expressly reserves the right to assess and collect the following:

(1) Reasonable and non-discriminatory fees for services subject to the requirements of Section 3.01(P) provided by AIRLINE to Air Transportation Companies that are not Signatory Airlines or to AIRLINE by Air Transportation Companies that are not Signatory Airlines subject to requirements of Section 3.01(O) of this Agreement, if such services or concessions would otherwise be available from a concessionaire or licensee of CITY.

(2) Pro rata shares of any charges for the provision of any services or facilities which CITY is lawfully required or mandated to provide by any governmental entity (other than CITY acting within its proprietary capacity) having jurisdiction over the

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Airport.

(3) A fuel flowage fee for fuel delivered to AIRLINE's aircraft. Prior to charging the AIRLINE a fuel flowage fee, the Director of Aviation shall consult with AIRLINE. In the event that AIRLINE does not concur with the fee, the decision may be appealed to the Lubbock Preston Smith International Airport Board at its first available regular meeting following notification of the fee assessment. The decision of the Lubbock Preston Smith International Airport Board will be final and binding on all parties.

(4) An aircraft parking charge for aircraft remotely parked for extended periods of time (more than 24 hours) and away from the Terminal Aircraft Aprons.

(5) An aircraft parking charge for aircraft parked remotely overnight away from the Terminal Aircraft Aprons.

(6) Additional charges for extraordinary usage of electricity or other utilities, facilities, or services provided at the Airport that are greater than the basic utilities, facilities, or services provided that are included in the normal rental rates and Landing Fees.

(7) CITY shall have the right to assess and collect Passenger Facility Charges in accordance with applicable laws and regulations. Proceeds of Passenger Facility Charges shall be used for projects which have been approved through the procedures established by the FAA.

B. CITY reserves the right to charge AIRLINE or its employees a reasonable and non-discriminatory fee for the employee parking area(s) provided at the Airport and for issuance of Airport identification badges required by 49 CFR Part 1542 of Federal Aviation Regulations.

C. AIRLINE shall pay its proportionate share of all applicable sales, use, intangible and ad valorem taxes of any kind, against Airline Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from AIRLINE's occupancy or use of Airline Premises whether levied against AIRLINE or CITY. AIRLINE shall also pay its proportionate share of any other taxes or assessments against Airline Premises or leasehold estate created herein. CITY agrees to immediately forward to AIRLINE any notices of such taxes and assessments due upon receipt of same.

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5.05 Information to be Supplied by AIRLINE.

A. Not later than ten (10) days after the end of each month, AIRLINE shall file with CITY separate written reports on forms provided by CITY and included as samples in Exhibit G, attached hereto, for activity conducted by AIRLINE during said month, and for activity handled by AIRLINE for each Air Transportation Company not having an agreement with CITY providing for its own submission of activity data to CITY. Such activity reporting shall include, but not be limited to (1) AIRLINE's total number of aircraft arrivals for the month by type of aircraft, the Maximum Gross Landed Weight of each aircraft and the total landed weight for the month; (2) total number of Enplaned and Deplaned Passengers, including connecting passengers; (3) the amount of enplaned and deplaned cargo (mail, freight, and express – in pounds) for such month; and (4) the amount of de-ice fluid (in gallons) for such month.

B. CITY shall have the right to rely on said activity reports in determining rentals and charges due hereunder. AIRLINE shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate activity reports shall be subject to charges as set forth in Section 5.06(E) and (F).

C. AIRLINE shall at all times maintain and keep records reflecting the activity statistics of AIRLINE's activities at the Airport to be reported pursuant to Article 5. Such records shall be retained by AIRLINE for a period of three (3) years subsequent to the activities reported therein, or such other retention period as set forth in federal regulations, and upon prior written notice to AIRLINE shall be made available at Lubbock, Texas for audit and/or examination by CITY or its duly authorized representative during all normal business hours. AIRLINE shall produce such books and records at Lubbock, Texas within thirty (30) calendar days of CITY's notice to do so or pay all reasonable expenses, including but not limited to transportation, food, and lodging, necessary for an auditor selected by CITY to audit said books and records.

D. The cost of audit, with the exception of the aforementioned expenses, shall be borne by CITY; provided, however, the total out-of-pocket cost of said audit shall be borne by AIRLINE if either or both of the following conditions exist:

(1) The audit reveals an underpayment of more than ten percent (10%) in aggregate of rentals, fees, and charges due on an annual basis hereunder, as determined by said audit;

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(2) AIRLINE has failed to maintain true and complete records in accordance with Section 5.05(C).

E. Whenever AIRLINE or airlines handled by AIRLINE or a ground handling services company add or delete service or adjust the times of flight arrivals or departures, AIRLINE shall promptly provide CITY with a new gate operations schedule no later than the twenty-fifth (25) day of the month on a monthly basis.

F. Airline shall update and display the most current times for LBB departures and arrivals on the CITY's Flight Information Display System, as well as at Airline operated systems such as ticket counter and gate podiums.

5.06 Payments.

A. Payments of one-twelfth (1/12) of the total annual rentals for AIRLINE's Preferential Use Premises shall be due in advance, without demand or invoice, on the first day of each month. Said rentals and charges shall be deemed delinquent if payment is not received by the tenth (10) day of the month.

B. Payment of AIRLINE's Landing Fees shall be due twenty-five (25) days from CITY's issuance of invoice.

C. Payment for Joint Use Premises shall be due twenty-five (25) days from CITY's issuance of invoice.

D. Payment for all other fees and charges due hereunder, shall be due twenty-five (25) days from CITY's issuance of invoice.

E. CITY shall provide notice of any and all payment delinquencies, including payments of any deficiencies which may be due as a result of CITY's estimates of activity pursuant to Section 5.06(F) below, or due to an audit performed pursuant to Section 5.05(C), herein; provided, however, interest at a rate of five percent (5%) annually shall accrue against any and all delinquent payment(s) from the due date until the date payments are received by CITY. This provision shall not preclude CITY from canceling this Agreement for default in the payment of rentals, fees, or charges, or from exercising any other rights contained herein or provided by law.

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F. In the event AIRLINE fails to submit its monthly activity reports as required in Section 5.05(A), CITY may assess to AIRLINE a penalty fee of Two Hundred Fifty Dollars ($250.00) for each day a report is past due. If AIRLINE fails to submit such monthly activity report as required in Section 5.06(A), CITY may calculate and invoice AIRLINE based on an estimated activity for the applicable period. Such estimate shall be determined using the highest single month of activity reported by AIRLINE during the preceding twelve (12) calendar months. The estimated activity shall be used for billing and reconciliation purposes until AIRLINE submits the required monthly activity report, at which time appropriate adjustments may be made.

G. In the event AIRLINE's obligations with respect to Airline Premises or rights, licenses, or privileges granted hereunder shall commence or terminate on any date other than the first or last day of the month, AIRLINE's rentals, fees, and charges shall be prorated on the basis of the number of days such premises, facilities, rights, licenses, services, or privileges were enjoyed during that month.

H. All payments due and payable hereunder shall be paid in lawful money of the United States of America, without set off, by check made payable to Lubbock Preston Smith International Airport and delivered to:

Via U.S. Mail or Express Mail

Director of Aviation
Lubbock Preston Smith International Airport
5401 N. Martin Luther King Blvd.
Unit 389
Lubbock, TX 79403

Payment may be sent electronically to:

JP Morgan Chase New York
ABA #111000614
Bank Acct. #612972890

5.07 Security for Performance.

A. Unless AIRLINE or an Affiliated Airline has provided regularly scheduled flights to and from the Airport during the eighteen (18) months prior to the Effective Date of this Agreement without the occurrence of any act or omission that would have been an event enumerated in Section 12.01 of

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this Agreement, if this Agreement had been in effect during that period, and any such act or omission remains uncured, AIRLINE shall provide CITY on the Effective Date of this Agreement with a contract bond, irrevocable letter of credit or other similar security acceptable to CITY ("Contract Security") in an amount equal to the estimate of three (3) months' rentals, fees, and charges payable by AIRLINE (excluding PFCs) pursuant to this Article 5, to guarantee the faithful performance by AIRLINE of its obligations under this Agreement and the payment of all rentals, fees, and charges due hereunder. AIRLINE shall be obligated to maintain such Contract Security in effect until the expiration of twelve (12) consecutive months during which period AIRLINE commits no event enumerated in Section 12.01 of this Agreement. Such Contract Security shall be in a form and with a company reasonably acceptable to CITY and licensed to do business in the State of TEXAS. In the event that any such Contract Security shall be for a period less than the full period required by this Section 5.07(A) or if Contract Security shall be canceled, AIRLINE shall provide a renewal or replacement Contract Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation.

B. In the event CITY is required to draw down or collect against AIRLINE's Contract Security for any reason, AIRLINE shall, within ten (10) business days after CITY's written demand, take such action as may be necessary to replenish the existing Contract Security to its original amount (three months' estimated rentals, fees, and charges) or to provide additional or supplemental Contract Security from another source so that the aggregate of all Contract Security is equal to three months' estimated rentals, fees, and charges payable by AIRLINE pursuant to this Article 5.

C. In addition to the foregoing, upon the occurrence of any AIRLINE act or omission that is an event enumerated in Section 12.01, or upon AIRLINE's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984 or any successor statute, as such may be amended, supplemented, or replaced, CITY, by written notice to AIRLINE given at any time within ninety (90) days of the date such event becomes known to CITY, may impose or reimpose the requirements of Section 5.07(A) on AIRLINE. In such event, AIRLINE shall provide CITY with the required Contract Security within ten (10) days from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until the expiration of a period of twelve (12) consecutive months during which AIRLINE commits no additional event enumerated in Section 12.01 or the termination of bankruptcy proceedings, whichever is later.

D. If AIRLINE shall fail to obtain and/or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate cancellation of this Agreement pursuant to Section 12.01. CITY'S rights under this Section 5.07 shall be in addition to all other rights and remedies

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provided to CITY under this Agreement.

E. AIRLINE and CITY agree that this Agreement constitutes an 'executory contract' for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 USC) subject to assumption or rejection, and subject to the terms and conditions of assumption or rejection, as provided in said Section 365. Furthermore, AIRLINE and CITY agree that any Contract Security provided by AIRLINE are not 'property of the estate' for purposes of Section 541 of the United States Bankruptcy Code (Title 11 USC), it being understood that any Contract Security is property of the third party providing it (subject to CITY's ability to draw against the Contract Security) and that all PFCs collected by AIRLINE with respect to Enplaned Passengers at the Airport, are property of CITY.

5.08 No Further Charges. Except as provided in this Agreement, or as may be permitted by any governmental entity (other than CITY, acting within its proprietary capacity) having jurisdiction over the Airport, no further rentals, fees, or charges shall be charged against or collected from AIRLINE, its passengers, its shippers and receivers of freight, its suppliers of material, its contractors or furnisher of services, by CITY, acting in its capacity as Airport proprietor, for the premises, facilities, rights, licenses, and privileges granted to AIRLINE herein.

Article 6. CHANGES IN RATES FOR RENTALS, FEES, AND CHARGES

6.01 Annual Rate Changes.

No later than sixty (60) days prior to the end of each Fiscal Year, CITY shall, in writing, notify AIRLINE of the proposed Annual Rates and Charges Sheet for the ensuing Fiscal Year. Said rates shall be determined and presented to AIRLINE in conformance with the methods and format set forth in Exhibit E, attached hereto.

The Signatory Airlines through the AAC shall have the right to review and comment upon the proposed operating and capital budget and proposed Annual Rates and Charges Sheet. No later than thirty (30) days after the forwarding of the proposed schedule of rates for rentals, fees, and charges, and at the request of one or more of the Signatory Airlines, CITY agrees to meet with the AAC at a mutually convenient time for the purpose of discussing such rentals, fees, and charges. In advance of said meeting, CITY shall make available to the AAC any reasonably requested additional information relating to the determination of the proposed rates. CITY agrees to fully consider the comments and recommendations

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of the Signatory Airlines prior to finalizing its schedule of rates for rentals, fees, and charges for the ensuing Fiscal Year.

Following said meeting and upon approval by the City of Lubbock City Council, but prior to the end of the then current Fiscal Year, CITY shall notify AIRLINE in writing of the Rates for rentals, fees, and charges to be established for the ensuing Fiscal Year, which notifications shall include AIRLINE's monthly fixed costs.

If calculation of the new rates for rentals, fees, and charges is not completed by CITY or not given on or prior to the end of the then current Fiscal Year, the rates for rentals, fees, and charges then in effect shall continue to be paid by AIRLINE until such calculations are concluded and such notice is given. Upon the completion of such calculations and the giving of such notice, CITY shall determine the difference(s), if any, between the actual rentals, fees, and charges paid by AIRLINE to date for the then current Fiscal Year and the rates for rentals, fees, and charges that would have been paid by AIRLINE if said rates had been in effect beginning on the first day of the Fiscal Year. Said differences shall be applied to the particular rentals, fees, or charges for which a difference(s) in rates resulted in an overpayment or underpayment, and shall be remitted by AIRLINE or credited or refunded by CITY in the month immediately following the calculation of the new Fiscal Year rates and the giving of written notice to AIRLINE by CITY. CITY shall use its best efforts to finalize its budget on a timely basis.

6.02 Other Rate Changes.

Rates for rentals, fees, and charges may be changed if unaudited monthly CITY financial data indicates that total rentals, fees, and charges payable pursuant to the then current rate schedules are reasonably estimated and anticipated by CITY to increase or decrease by more than ten percent (10%) from the total rentals, fees, and charges that would be payable based upon the use of the monthly financial data then available for said Fiscal Year.

6.03 Incorporation of Exhibit E.

Adjustments to rates for rentals, fees, and charges but not the methodology of calculating them shall apply without the necessity of formal amendment of this Agreement. Upon each adjustment pursuant to this Article 6, a revised Exhibit E, showing the calculation of adjusted rates for rentals, fees, and charges, shall be prepared by CITY and transmitted to AIRLINE. Said exhibit shall then be deemed part of this Agreement without formal amendment thereto.

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6.04 Settlement.

Within one hundred eighty (180) days following the close of each Fiscal Year, or as soon as audited financial data for said Fiscal Year is available, rates for Landing Fees and Terminal Rentals for the preceding Fiscal Year shall be recalculated using audited financial data and the methods set forth in this Agreement. Upon the determination of any difference(s) between the actual Landing Fees and Terminal Rentals paid by Signatory Airlines (including Affiliated Airlines) during the preceding Fiscal Year and the Landing Fees and Terminal Rentals that would have been paid by Signatory Airlines (including Affiliated Airlines) using said recalculated rates, City shall, in the event of overpayment, promptly credit to Airline the amount of such overpayment, reduced by any accounts receivable due City greater than sixty (60) days, and in the event of underpayment, invoice Airline for the amount of such underpayment. Said invoiced amount shall be due within thirty (30) days of invoice mailing date.

6.05 City Covenants.

A. CITY covenants that for purposes of assigning and allocating costs, it shall utilize generally accepted accounting practices utilized for airports operating as an enterprise fund, and include only those charges properly attributable to the Airport.

B. CITY shall operate the Airport in a manner so as to produce Revenues from concessionaires, tenants, and other users of the Airport of a nature and amount which would be produced by a reasonably prudent operator of an airport of substantially similar size, use, and activity, with due regard for the interests of the public, tenants and other users, subject to existing leases.

C. CITY, to the extent authorized by the laws governing CITY along with all applicable tax laws, will use its best efforts to use tax-exempt sources for financing the Airport and modifications and alterations thereto.

D. All rates and charges shall be at reasonable and non-discriminatory rates based on CITY's cost, as defined in this Agreement, of the facility or service provided to and used by AIRLINE.

E. Indirect and general administrative costs shall be allocated in a reasonable, transparent cost allocation formula calculated consistently for all Cost Centers .

6.06 Agreement to Consider Revenue Sharing

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City agrees that prior to the end of the Term on September 30, 2031, and upon written request from AAC, the City shall provide within at least ninety (90) days of the written request, a presentation of projected net cash flows and the projected capital program for the next four years after the initial Term to examine the feasibility of a revenue sharing program.

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Article 7. OPERATION AND MAINTENANCE OF AIRPORT

7.01 General. CITY agrees that it will, with reasonable diligence, prudently develop, improve, and at all times maintain and operate with adequate, efficient and qualified personnel and keep the Airport in good repair including, without limitation, the Terminal Building, Loading Bridges, Terminal Apron and Airfield, and all appurtenances, facilities, and services now or hereafter connected therewith as the same relate to AIRLINE's air transportation system; will keep the Airport and its aerial approaches free from obstruction and interference for the safe and proper use thereof by AIRLINE; and will develop, maintain, and operate the Airport in all respects in a manner at least equal to the standards or rating established by the FAA and any other governmental agency having jurisdiction thereof, except for conditions beyond the control of CITY. In addition to the obligations of AIRLINE and CITY set forth in this Article 7, responsibilities for maintenance, cleaning, and operation of the Airport shall be as set forth in Exhibit D, attached hereto and made a part hereof.

7.02 Terminal Building.

A. CITY shall operate and maintain and keep in good condition and repair the Terminal Building, loading bridges and all additions, improvements, facilities, and other equipment now or hereafter provided by CITY at or in connection with the Terminal Building and loading bridges, except any improvements, facilities, and equipment constructed or installed by AIRLINE. CITY agrees in the event that an assigned loading bridge becomes inoperable during the Term of this Agreement, and CITY is unable to repair it within a reasonable amount of time, CITY will replace such loading bridge at its own cost, or reassign the loading bridge in accordance with Section 4.02(E).

B. CITY shall at all times maintain the public area of the Terminal Building in a neat, orderly, sanitary, and presentable condition, and shall keep such area adequately supplied, equipped (including directional signs), furnished, and decorated.

C. CITY shall supply or cause to be supplied appropriate and adequate equipment and maintenance for air conditioning, electrical power, ventilation, heat, water, and sewerage facilities for Terminal Building public use areas, AIRLINE's Preferential Use Premises and Joint Use Premises; adequate illumination in Joint Use Premises; and janitorial service in Terminal Building public use areas and Joint Use Premises. CITY shall maintain all access control system components including associated doors and gates.

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D. AIRLINE shall at all times keep its Preferential Use Premises and Joint Use Premises neat, orderly, sanitary, and presentable. AIRLINE shall pay for all extraordinary electric power and shall be responsible for relamping its Preferential Use Premises. AIRLINE shall furnish its own janitorial service for such Preferential Use Premises and shall cause to be removed at AIRLINE's own expense from such Preferential Use Premises all waste, garbage, and rubbish, and agrees not to deposit the same on any part of the Airport, except where designated by CITY in connection with collection for removal. AIRLINE shall, at its own expense, transport all refuse from temporary storage to designated depositories at locations on the Airport as established by CITY.

E. AIRLINE shall maintain the Terminal Aircraft Apron contiguous to its Assigned Gates and such other apron areas used by AIRLINE from time-to-time in a neat, clean, and orderly condition, free from litter, debris, refuse, petroleum products, or grease that may result from activities of its passengers, employees, agents, suppliers or contractors, and remove all oil and grease spillage, as is reasonably possible, that is attributable to AIRLINE's aircraft or equipment from its aircraft parking positions.

F. AIRLINE shall perform, at its sole expense, ordinary preventive maintenance and ordinary upkeep and repair of all facilities, personal property, trade fixtures, and equipment located in its Preferential Use Premises, excluding structural and roof repairs and including, but not limited to, electrical outlets, light ballasts, changing light bulbs and fixtures, plumbing fixtures, interior doors and windows, floor coverings, and ticket counters. Airline shall take reasonable measures to not impact or affect CITY systems such as access control, communications, and utilities. Airline will not change security measures outside of identified assigned lease areas such as lock cores and associated equipment.

7.03 CITY's Right to Inspect and Make Repairs. CITY, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right (upon reasonable advanced notice and/or with coordination with the AIRLINE, except in cases of emergency in which case no such notice or coordination shall be required, and at such times as may be reasonable under the circumstances and with as little interruption of AIRLINE's operations as is reasonably practicable) to enter upon the AIRLINE's Preferential Use Premises, accompanied by an authorized AIRLINE representative, if practicable, for the following purposes:

A. CITY shall have the right, but not the obligation, to inspect such Preferential Use Premises to determine whether AIRLINE has complied and is in compliance with the terms and conditions of this Agreement. Such inspections shall not constitute an inspection for safety, fire protection or security purposes.

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B. Upon thirty (30) consecutive calendar days' written notice, to perform such maintenance, cleaning, or repair as CITY reasonably deems necessary, if AIRLINE fails to perform its obligations under this Article 7. CITY shall be entitled to recover the reasonable cost of such maintenance, cleaning, or repair from AIRLINE, plus a fifteen percent (15%) administrative charge from AIRLINE on the next rent date.

7.04 Alterations and Improvements.

A. Alterations and Improvements. AIRLINE shall make no alterations, additions, improvements to, or installations on Airline's Premises under this Agreement without the prior written approval of Director of Aviation; provided that such approval shall not be unreasonably withheld, conditioned or delayed. Plans and specifications for such work shall be filed with and subject to the approval of the Director of Aviation and all work shall be done in accordance with applicable local ordinances and state law. Subject to Sections 4.05(B) and (C), all alterations and improvements to Airline's Premises inclusive of ticket counters shall become part of the realty and title shall vest with CITY upon completion of the installation or construction of such alterations and/or improvements. Removal of trade fixtures shall be allowed only pursuant to Sections 4.05(B) and (C).

B. Payment for Alterations and Improvements. AIRLINE shall be solely responsible for payment for all leasehold improvements made by AIRLINE.

7.05 Debts, Liens, Mortgages. AIRLINE shall pay promptly when due, all bills, debts and obligations incurred by AIRLINE in connection with its operations or activities on the Airport and shall not permit the same to become delinquent. AIRLINE shall not permit any mechanics' or materialmen's or any other lien to be attached to or be foreclosed upon Airline's Premises or improvements thereto. AIRLINE shall suffer no lien, mortgage, judgment or execution to be filed and remain undischarged against Airline's Premises or improvements thereon.

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Article 8. DAMAGE OR DESTRUCTION OF AIRLINE'S PREMISES

8.01 Minor Damage. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be partially damaged by fire or other casualty, but said circumstances do not render Airline Premises untenantable as reasonably determined by CITY the same shall be repaired to usable condition with due diligence by CITY as hereinafter provided. No abatement of rentals shall accrue to AIRLINE so long as Airline Premises remain tenantable.

8.02 Substantial Damage. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be so extensively damaged by fire or other casualty as to render any portion of said Airline Premises untenantable but capable of being repaired within a reasonable period of time, as reasonably determined by CITY, the same shall be repaired to usable condition with due diligence by CITY as hereinafter provided. If such repairs have not been completed by CITY within one hundred eighty (180) days of such damage, AIRLINE shall have the option to terminate this Agreement to the extent it is related to those facilities so damaged. In such case, the rentals payable hereunder with respect to AIRLINE's affected Airline Premises shall be paid up to the time of such damage and shall thereafter be abated equitably in proportion as the part of the area rendered untenantable bears to total Airline Premises until such time as such affected Airline Premises shall be restored adequately for AIRLINE's use. CITY shall use its best efforts to provide AIRLINE with alternate facilities acceptable to AIRLINE to continue its operation while repairs are being completed, at a rental rate not to exceed that provided for in this Agreement for comparable space; provided that Airline's rental fees shall in no event increase as a result of increased square footage unless Airline requests additional space.

8.03 Destruction. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Airline Premises not economically feasible to repair, as reasonably determined by CITY, CITY shall notify AIRLINE in writing within a period of sixty (60) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, CITY shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Airline Premises shall be paid up to the time of such damage and thereafter shall abate until such time as replacement or reconstructed space becomes available for use by AIRLINE.

In the event CITY elects to reconstruct or replace affected Airline Premises, CITY and AIRLINE will coordinate and agree on a reasonable schedule for reconstruction or replacement. CITY

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shall use its best efforts to provide AIRLINE with alternate facilities reasonably acceptable to AIRLINE to continue its operation while reconstruction or replacement is being completed at a rental rate not to exceed that provided for in this Agreement for comparable space.

In the event CITY elects to not reconstruct or replace affected Airline Premises, the agreement for the affected premises shall be terminated, and CITY shall meet and consult with AIRLINE on ways and means to permanently provide AIRLINE with adequate replacement space for affected Airline Premises. In such event, CITY agrees to amend this Agreement to reflect related additions and deletions to Airline Premises. If AIRLINE and CITY are unable to reach an agreement on providing adequate replacement space to AIRLINE, and the remaining tenantable portion of Airline Premises is not sufficient to permit AIRLINE to maintain its current operations at the Airport, AIRLINE may terminate this entire Agreement upon at least sixty (60) days advance written notice given after receipt by AIRLINE of CITY's notice of termination of the Agreement as to the damaged facilities.

8.04 Damage Caused By AIRLINE. Notwithstanding the provisions of this Article 8, in the event that due to the negligence or willful act or omission of AIRLINE, its employees, its agents, or licensees, Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Airline Premises. To the extent that insurance does not apply, coverage is denied, or the costs of repairs shall exceed the amount of any insurance proceeds paid to CITY by reason of such damage or destruction, AIRLINE shall pay to CITY the amount of CITY's cost to repair or rebuild the AIRLINE premises less the amount of the insurance proceeds paid to CITY.

8.05 CITY's Responsibilities. CITY shall maintain adequate, reasonable and customary levels of insurance with no less restrictive coverage than that provided by standard extended coverage endorsements on the "all risk" form, for the full replacement costs thereof as determined from time-to-time by the CITY's insurance consultant; provided, however, that CITY's obligations to repair, reconstruct, or replace affected premises under the provisions of this Article 8 shall in any event be limited to restoring affected Airline Premises to substantially the same condition that existed at the date of damage or destruction, including any subsequent improvements made by CITY, and shall further be limited to the extent of insurance proceeds and other funds available to CITY for such repair, reconstruction, or replacement; provided further that CITY shall in no way be responsible for the restoration or replacement of any equipment, furnishings, property, real improvements, signs, or other items installed and/or owned by AIRLINE in accordance with this Agreement, unless such damage is caused by negligence or willful act or omission of CITY, its officials, agents, contractors or employees acting within the course or scope of their employment.

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Article 9. INSURANCE AND INDEMNIFICATION

9.01 Indemnification. Except where, and to the extent, it is caused by the negligence or willful misconduct of CITY, or its agents, employees, contractors, non-airline tenants, officers or board of the CITY, AIRLINE and its Affiliated Airlines agree to protect, defend, reimburse, indemnify and hold CITY, its agents, employees, board members, and elected officers and each of them, free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages (including actually incurred and documented reasonable attorney's fees and costs, as well as fees and costs of consultants and experts reasonably and actually incurred and documented in connection with the indemnified incident) and causes of action of every kind and character, whether or not meritorious, by reason of any damage to property, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or in connection with AIRLINE's negligent performance under this Agreement, AIRLINE's or its officers, employees, agents, licensees, or contractors use or occupancy of the Airline Premises during the Term, AIRLINE's compliance with Title 49 CFR, Part 1542 requirements, AIRLINE's performance or non-performance hereunder or any breach of the terms of this Agreement by AIRLINE. Except where, and to the extent, it is caused by the negligence or willful misconduct of CITY, or its agents, employees, contractors, officers or board of the CITY , AIRLINE shall indemnify, save, hold harmless, reimburse and defend CITY, its officer, directors, employees, elected officials, and agents, its successors and assigns, individually or collectively, from and against any and all actions, all reasonable expenses, and any fines to the extent same arise from or directly result from the violation of any federal, state, or municipal laws, statutes, ordinances, or regulations, by AIRLINE, its officers, directors, agents, employees, licensees, successors and assigns. Provided, however, that upon the filing by anyone of a written claim with the CITY for damages arising out of incidents for which AIRLINE herein agrees to indemnify and hold the CITY harmless, the CITY shall promptly notify AIRLINE of such claim in writing and, in the event that AIRLINE does not settle or compromise such claim, then AIRLINE shall undertake the legal defense, with legal counsel reasonably approved by the CITY, of such claim both on behalf of AIRLINE and on behalf of the CITY. It is specifically agreed, however, that the CITY, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment rendered against the CITY for any cause for which CITY provided the required notice and for which AIRLINE is liable hereunder shall be conclusive against AIRLINE as to liability and amount upon the expiration of the time for appeal there from. AIRLINE recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by CITY in support of this indemnification in accordance with laws of the State of

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Texas. To the extent permitted by law, CITY shall indemnify, save, hold harmless, and defend AIRLINE, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to reasonable attorneys' fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property arising out of or resulting from CITY's failure to perform its obligations under this Agreement, except to the extent that such injury, death or damage is caused by the negligence or willful misconduct of AIRLINE, its officers, employees or agents. This clause shall survive the termination of this Agreement as to claims arising during the Term thereof. Compliance with the insurance requirements of this Article 9 shall not relieve AIRLINE of its liability or obligation to indemnify CITY as set forth in this Article 9.

Notwithstanding the foregoing or any other provision in this Agreement, the liability of the CITY, as set forth in this Article or otherwise set forth in this Agreement, is intended to be consistent with limitations of Texas law, including without limitation the State's waiver of sovereign immunity pursuant to Texas Statutes. No obligation imposed by this Agreement shall be deemed to alter said waiver or to extend the liability of the CITY beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the CITY may be entitled.

9.02 Insurance.

A. During the Term of this Agreement, AIRLINE shall provide, pay for and maintain with companies, reasonably satisfactory to CITY, the types of insurance described herein. All insurance shall be issued by responsible insurance companies reasonably acceptable by the CITY and eligible to do business in the State of Texas.

B. The insurance coverage and limits required shall be evidenced by providing City with properly executed certificates of insurance and applicable endorsements. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate. In addition, if reasonably requested, insurance policies shall be made available to CITY for review, but not for copying, at AIRLINE's offices, on a timely basis. The required policies of insurance shall be construed in accordance with the laws of the State of Texas.

C. If at any time CITY requests a written statement as to any impairments to the aggregate limit, AIRLINE shall promptly authorize and have delivered such statement to CITY. AIRLINE authorizes CITY and its insurance consultant to confirm with AIRLINE's insurance agents, and brokers

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all information furnished CITY, as to its compliance with its insurance requirements.

D. All required liability insurance coverages of AIRLINE shall be primary and non-contributory to any insurance or self-insurance program of CITY.

E. The acceptance of delivery to CITY of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or acceptance by CITY that the insurance requirements in this Agreement have been met.

F. No operations shall commence at the Airport unless and until the required insurance is in effect and the required certificates (s) of insurance has been approved by CITY.

G. The insurance coverages and limits required of AIRLINE and its Affiliates under this Agreement are designed to meet the minimum requirements of CITY. They are not designed as a recommended insurance program for AIRLINE. AIRLINE is responsible for insuring its real and personal property located at the Airport. AIRLINE, alone, shall be responsible for the sufficiency of its own insurance program and its Affiliates' programs. Should AIRLINE have any question concerning its exposures to loss under this Agreement, or the possible insurance coverages needed therefore, it should seek professional advice.

H. AIRLINE and CITY understand and agree that the minimum limits of the insurance herein required may from time-to-time become inadequate, and AIRLINE agrees that it will increase such minimum limits as reasonably required by CITY upon receipt of written notice. AIRLINE shall furnish CITY, within sixty (60) days of the effective date thereof, a certificate of insurance evidencing such insurance is in force for itself and its Affiliates.

I. AIRLINE's insurance companies or its authorized representative shall give CITY thirty (30) days prior written notice by regular mail of any cancellation, intent not to renew in any policy's coverage, except in the application of the Aggregate Limits Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have it reinstated. Said notices shall be sent to the addresses indicated in Article 15 of this Agreement.

J. Certificates of Insurance must be provided to CITY as soon as practical but no later than 30 days after coverage is effective but in every instance proof of insurance must be provided prior to commencement of operations by AIRLINE and its Affiliates and prior to expiration of current

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coverages. The wording of all policies, forms, and endorsements must be reasonably acceptable to the CITY.

(1) Workers Compensation – Policy shall include a waiver of subrogation.

(2) Liability Insurance – All policies (except Terrorism/War and Environmental) shall include a waiver of subrogation and City shall be named an additional insured on a primary and non-contributory basis

K. .Should at any time AIRLINE not, in the opinion of CITY's insurance consultant, provide or maintain the insurance coverages required in this Agreement, CITY may terminate or suspend this Agreement.

L. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers Compensation and Employer's Liability Insurance shall be maintained in force by AIRLINE during the Term of this Agreement for all employees engaged in the operations under this Agreement. AIRLINE shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, AIRLINE shall maintain said coverage throughout the term of this contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the AIRLINE maintains said coverage. Any termination of workers' compensation insurance coverage by AIRLINE or any cancellation or non-renewal of workers' compensation insurance coverage for the AIRLINE shall be a material breach of this contract. The policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock. The minimum limits of Workers' Compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Worker's Compensation	Texas Statutory
Employer's Liability	$1,000,000 Limit Each Accident $1,000,000 Limit Disease Aggregate $1,000,000 Limit Disease Each Employee

(2) Aviation Liability Insurance shall be maintained by AIRLINE for the life of this Agreement. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form

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Property Damage, Products and completed Operations Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The Completed Operations Coverage shall be maintained for a period of not less than two (2) years following final operations of AIRLINE under this Agreement. The limits of coverage shall not be less than:

Airlines Operating Aircraft with fifty (50) or more seats:

Bodily & Personal Injury	$250,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate
	$25,000,000 Aggregate sublimit for personal injury to non-passengers

Airlines Operating Aircraft with less than fifty (50) seats:

Bodily & Personal Injury	$25,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate

(3) Aircraft Liability Insurance shall be maintained by AIRLINE during the Term of this Agreement for all owned, non-owned, leased or hired aircraft, including passenger coverage. The limits of coverage shall not be less than:

Bodily & Personal Injury	$100,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate
	$25,000,000 Aggregate sublimit for personal injury to non-passengers

(4) Business Automobile Liability Insurance shall be maintained by AIRLINE during the Term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, leased or hired licensed vehicles. The limits of coverage shall not be less than:

Bodily & Personal Injury	$5,000,000 Combined Single Limit &

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	Property Damage Liability Each Occurrence & Aggregate

(5) Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required for the Airport Liability Policy, Aircraft Liability and the Business Automobile Liability Policy. The limits of coverage shall not be less than:

Umbrella or Excess Liability Policy	$100,000,000 Combined Single Limit Each Occurrence & Aggregate-Specific for this Agreement
	$200,000,000 Combined Single Limit Each Occurrence & Aggregate-Not Specific for this Agreement

Primary Liability Limits for the underlying Airport General Liability Coverage:

Bodily & Personal Injury	$10,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate

(6) Terrorism/War coverage with a $25,000,000 limit

(7) With regard to Environmental Liability, AIRLINE must meet one of the following requirements:

a. AIRLINE may satisfy this requirement through self-insurance. Airline's self-insurance shall be evidenced by written certification on Airline's company letterhead, executed by an authorized officer or Airline's Risk Management Department, confirming that Airline maintains self-insurance for Environmental Liability with limits of not less than Five Million Dollars ($5,000,000) per occurrence and has the financial ability to respond to covered claims; OR

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b. AIRLINE may self-insure the Environmental Liability if AIRLINE complies with all state requirements. If Airline violates any aspect of its responsibilities as a self-insurer, the City reserves the right to, and may, in its sole discretion, immediately rescind acceptance of such self-insurance and Airline will be required to purchase Environmental insurance in the amount identified in Article 9.02.L (7) a and provide the City proof of such insurance within thirty (30) calendar days.

(8) Liquor Liability Coverage shall be maintained by AIRLINE for serving alcoholic beverages during the Term of this Agreement. The limits of coverage shall not be less than:

Liquor Liability Insurance	$1,000,000 per occurrence.

(9) Hangarkeeper's Liability Coverage shall be maintained by AIRLINE in an amount adequate to cover any non-owned property in the care, custody, and control of AIRLINE on the Airport during the Term of this Agreement. The limits of coverage shall not be less than:

Hangarskeeper's Liability Coverage	$5,000,000 per occurrence.

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Article 10. TRANSFER OF AIRLINE'S PREMISES BY ASSIGNMENT OR SUBLETTING

10.01 General. AIRLINE, except to assign or sublet to an Affiliated Airline (or except as otherwise provided in Section 10.02), shall not assign, transfer, convey, sell, mortgage, pledge or encumber (hereinafter collectively referred to as "assignment") or sublet Airline's Premises without the advance written approval of CITY, which approval shall not be unreasonably withheld, conditioned or delayed. If AIRLINE fails to obtain advance written approval of any such assignment or sublease, CITY, in addition to the rights and remedies set forth in Article 12, shall have the right to refuse to recognize such agreement, and the assignee or sublessee shall acquire no interest in this Agreement or any rights to use Airline's Premises.

10.02 CITY Approval of Assignments. Notwithstanding the foregoing, this Section shall not be interpreted to preclude the assignment, in whole or in part, of this Agreement and AIRLINE's rights and obligations hereunder to a parent, subsidiary, merged company or any purchaser of all or substantially all of AIRLINE's assets if such parent, subsidiary, merged company or any purchaser of all or substantially all of AIRLINE's assets continues, after such assignment, to conduct an air transportation business at the Airport and assumes all rights and obligations consistent with the provisions of this Agreement. Written notice of such assumption shall be provided by the parent, subsidiary, merged company or any purchaser of all or substantially all of AIRLINE's assets thirty (30) consecutive calendar days after the effective date of such assignment.

10.03 CITY Approval of Subleases. It shall not be unreasonable for CITY to disapprove or condition a sublease of Airline's Premises under any or all of the following circumstances, among others:

A. If the sublessee is an Air Transportation Company other than an Affiliated Airline who is not, and is not willing to become, a Signatory Airline.

B. If a Signatory Airline is, in the determination of CITY, in need of Airline's Premises proposed to be subleased (where CITY's consent is otherwise required); provided, however, that such Signatory Airline is willing to take such Airline's Premises on substantially the same terms and conditions as proposed in the sublease and is willing to (i) provide AIRLINE with a reasonable security deposit not to exceed one month's rentals, fees, and charges and (ii) otherwise enter into a sublease agreement with Airline in form and substance reasonably acceptable to Airline.

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10.04 Reasons for Disapproval Not Comprehensive. The circumstances under which CITY may determine to disapprove or condition assignments and subleases set forth in this Article 10 are not intended to be a comprehensive list of all those which CITY may impose under this Article 10.

10.05 Method of Obtaining Approval. AIRLINE, when requesting an approval of an assignment or sublease required under this Article 10, shall include with its request a copy of the proposed agreement, if prepared, or a detailed summary of the material terms and conditions to be contained in such agreement. Any proposed agreement or detailed summary thereof shall provide the following information: (1) Airline's Premises to be assigned or sublet; (2) the terms; (3) if a sublease, the rentals and fees to be charged; and (4) all material terms and conditions of the assignment or sublease CITY may reasonably require. If approved, AIRLINE shall submit a fully executed copy of such agreement to CITY within thirty (30) consecutive calendar days of its execution.

10.06 Administrative Charge. In the event AIRLINE is authorized by CITY to sublease any portion of Airline's Premises, AIRLINE may charge such sublessee, in addition to a reasonable charge for any services and AIRLINE-owned property provided by AIRLINE or actual costs other than rental costs incurred by AIRLINE, reasonable rentals not to exceed one hundred fifteen percent (115%) of AIRLINE's rental for such portion of Airline's Premises.

10.07 AIRLINE to Remain Liable. AIRLINE shall remain fully and primarily liable during the Term of this Agreement for the payment of all of the rental due and payable to CITY for the Airline's Premises that are subject to a sublease under this Article 10, and fully responsible for the performance of all the other obligations hereunder, unless otherwise agreed to by CITY.

10.08 CITY Determination of Type of Agreement. CITY shall have the right to examine the terms of any agreement or arrangement submitted to it for approval pursuant to this Article 10 and determine whether such agreement or arrangement is most appropriately characterized as an assignment or sublease, regardless of AIRLINE's characterization of such agreement or arrangement.

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Article 11. RELINQUISHMENT OF AIRLINE'S PREMISES

11.01 Notice of Intent to Relinquish Airline's Premises. In the event AIRLINE desires to relinquish any of Airline's Premises, AIRLINE shall provide written notice to CITY thirty (30) consecutive calendar days in advance of such relinquishment and shall identify in such notice all areas it wishes to relinquish. CITY shall make its best efforts to lease such areas to another airline, to the extent the proposed relinquished Airline's Premises are suitable for another airline.

11.02 Non-Waiver of Responsibility. AIRLINE shall continue to be solely responsible pursuant to this Agreement for the payment of all rentals, fees, and charges related to Airline's Premises until another airline commences payment for the relinquished part of Airline's Premises as provided in Section 11.03.

11.03 Reduction of Rent, Fees, and charges. AIRLINE's rentals, fees, and charges related to that portion of Airline's Premises taken by another airline, pursuant to such airline's agreement with CITY, shall be reduced in the amount of the rentals, fees, and charges payable by such other airline. This reduction shall begin only when the new airline that contracts with CITY for its use of the relinquished part of Airline's Premises begins payment for such relinquished part of Airline's Premises.

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Article 12. CANCELLATION BY CITY

12.01 Events of Default The events described below shall be deemed events of default by AIRLINE hereunder:

A. Upon the occurrence of any one of the following events of default, CITY may give thirty (30) days' written notice of the default and an opportunity to cure such default as provided in Section 12.03.

(1) The conduct of any business or performance of any acts at the Airport not specifically authorized herein or by other agreements between CITY and AIRLINE, and said business or acts do not cease within thirty (30) days of receipt of CITY's written notice to cease said business or acts.

(2) The failure to cure a default in the performance of any of the terms, covenants, and conditions required herein (except Contract Security requirements, insurance requirements, and payment of rentals, fees, and charges, all as provided for in Section 12.01(B) within thirty (30) days of receipt of written notice by CITY to do so; or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by AIRLINE of written demand from CITY to do so, AIRLINE fails to commence the remedying of such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. AIRLINE shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default, and that such default will be cured within a reasonable period of time.

(3) The failure by AIRLINE to remit PFCs in accordance with Article 15.

B. Upon the occurrence of any one of the following events of default, CITY may immediately issue written notice of default.

(1) The failure by AIRLINE to pay any part of the rentals, fees, and charges due hereunder and the continued failure to pay said amounts in full within thirty (30) days of

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CITY's written notice of payments past due. Provided, however, if a dispute arises between CITY and AIRLINE with respect to any obligation or alleged obligation of AIRLINE to make payments to CITY, payments under protest by AIRLINE of the amount due shall not waive any of AIRLINE's rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then CITY shall promptly reimburse AIRLINE any amount determined as not due plus interest on such amount at the lesser of one and one-half percent (1-1/2%) per month or the maximum permitted by law.

(2) The failure by AIRLINE to provide and keep in force Contract Security in accordance with Section 5.07.

(3) The failure by AIRLINE to provide and keep in force insurance coverage in accordance with Article 9.

(4) The appointment of a trustee, custodian, or receiver of all or a substantial portion of AIRLINE's assets.

(5) The divestiture of AIRLINE's estate herein by operation of law, by dissolution, or by liquidation, (not including a merger or sale of assets).

(6) The insolvency of AIRLINE; or if AIRLINE shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by AIRLINE of a voluntary petition of bankruptcy or the institution of proceedings against AIRLINE for the adjudication of AIRLINE as a bankrupt pursuant thereto.

(7) The abandonment by AIRLINE of the Airline Premises, or its conduct of business at the Airport; and, in this connection, suspension of operations for a period of sixty (60) days will be considered abandonment.

12.02 Continuing Responsibilities of AIRLINE. Notwithstanding the occurrence of any event of default, AIRLINE shall remain liable to CITY for all rentals, fees, and charges payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless CITY elects to cancel this

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Agreement, AIRLINE shall remain liable for and promptly pay all rentals, fees, and charges accruing hereunder until termination of this Agreement as set forth in Article 5 or until this Agreement is canceled by AIRLINE pursuant to Article 13.

12.03 CITY's Remedies. Upon the occurrence of any event enumerated in Sections 12.01(A) or (B), including applicable notice and cure periods, the following remedies shall be available to CITY:

A. 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, 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, the former shall control.

B. CITY may cancel this Agreement, effective upon the date specified in the notice of cancellation. For events enumerated in Section 12.01(A), such date shall be not less than thirty (30) days from said notice. Upon such date, AIRLINE shall be deemed to have no further rights hereunder and CITY shall have the right to take immediate possession of AIRLINE's Airline Premises.

C. CITY may reenter the Airline Premises and may remove all AIRLINE persons and property from same upon the date of reentry specified in CITY's written notice of reentry to AIRLINE. For events enumerated in Section 12.01(A), reentry shall be not less than thirty (30) days from the date of notice of reentry. Upon any removal of AIRLINE property by CITY hereunder, AIRLINE property may be stored at a public warehouse or elsewhere at AIRLINE's sole cost and expense.

D. CITY may relet Airline Premises and any improvements thereon or any part thereof at such rentals, fees, and charges and upon such other terms and conditions as CITY, in its sole discretion, may deem advisable, with the right to make alterations, repairs of improvements on said Airline Premises. In reletting the Airline Premises, CITY shall be obligated to make a good faith effort to obtain terms comparable to those contained herein and otherwise seek to mitigate any damages it may suffer as a result of AIRLINE's event of default.

E. In the event that CITY relets Airline Premises, rentals, fees, and charges received by CITY from such reletting shall be applied: (i) to the payment of any indebtedness other than rentals, fees, and charges due hereunder from AIRLINE to CITY; (ii) to the payment of any cost of such reletting; and

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(iii) to the payment of rentals, fees, and charges due and unpaid hereunder. The residue, if any, shall be held by CITY and applied in payment of future rentals, fees, and charges as the same may become due and payable hereunder. If that portion of such rentals, fees, and charges received from such reletting and applied to the payment of rentals, fees, and charges hereunder is less than the rentals, fees, and charges as would have been payable during applicable periods by AIRLINE hereunder, then AIRLINE shall pay such deficiency to CITY. AIRLINE shall also pay to CITY, as soon as ascertained, any reasonable costs and expenses incurred by CITY in such reletting not covered by the rentals, fees, and charges received from such reletting.

F. No reentry or reletting of Airline Premises by CITY shall be construed as an election on CITY'S part to cancel this Agreement unless a written notice of cancellation is given to AIRLINE.

G. AIRLINE shall pay to CITY all other costs incurred by CITY in the exercise of any remedy in this Article 12, including, but not limited to, reasonable attorney fees, disbursements, court costs, and expert fees.

12.04 Remedies Under Federal Bankruptcy Laws. Notwithstanding the foregoing, upon the filing by or against AIRLINE of any proceeding under Federal bankruptcy laws, if AIRLINE has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, CITY shall have the right to cancel this Agreement, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be subsequently amended, supplemented, or replaced. Such cancellation shall be by written notice to AIRLINE within sixty (60) days from the date of AIRLINE's initial filing in bankruptcy court.

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Article 13. CANCELLATION BY AIRLINE

13.01 Events of Default. The events described below shall be deemed events of default by CITY hereunder:

A. CITY fails to keep, perform, or observe any material term, covenant, or condition herein contained, to be kept, performed, or observed by CITY and such failure continues for thirty (30) days after receipt of written notice from AIRLINE; or, if by its nature such default cannot be cured within such thirty (30) day period, CITY shall not commence to cure or remove such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. CITY shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default, and that such default will be cured within a reasonable period of time.

B. Airport is closed to flights in general or to the flights of AIRLINE, for reasons other than those circumstances within AIRLINE's control, and Airport fails to be reopened to such flights within sixty (60) consecutive days from such closure.

C. The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control, or use of the Airport in such a manner as to substantially restrict AIRLINE from conducting its operations, if such restriction be continued for a period of sixty (60) consecutive days or more.

13.02 AIRLINE's Remedy. So long as AIRLINE is not in default as set forth in Section 12.01 of this Agreement, including but not limited to payments due to CITY hereunder, AIRLINE may cancel this Agreement upon the occurrence of an event of default, as set forth in Section 13.01. In such event, AIRLINE shall serve thirty (30) days' advance written notice of cancellation to CITY. All rentals, fees, and charges payable by AIRLINE shall cease as of the date of such cancellation and AIRLINE shall surrender the Airline Premises in accordance with Section 4.05 hereof.

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Article 14. GOVERNMENT INCLUSION

14.01 Government Agreements.

A. This Agreement shall be subordinate to the provisions of any existing or future agreements between CITY and the United States Government or State of Texas, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or State of Texas of other civil airports receiving such funds. CITY agrees to provide AIRLINE written advance notice of any provisions that would adversely modify the material terms of this Agreement.

B. Nothing contained in this Agreement is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to the Airline Deregulation Act (49 U.S.C. §41713), any state or local law or ordinance, or the Airport Rules and Regulations or the Operating Directives described in Article 15.07.

14.02 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

14.03 Nondiscrimination.

A. AIRLINE for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree as a covenant running with the land that (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airline Premises, (ii) in the construction of any improvements on, over, or under Airline Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and (iii) AIRLINE shall use the Airline Premises in compliance with all other requirements imposed by or pursuant to 14 CFR 152 and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21, Nondiscrimination in Federally

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Assisted Programs of the Department of Transportation, and as said Title and Regulations may be amended.

B. In conducting or engaging in any aeronautical activity for furnishing services to the public at the Airport, AIRLINE shall furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service as required pursuant to 14 CFR 152. AIRLINE may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers and may offer different standards of service to its passengers in accordance with their status in AIRLINE's loyalty program.

C. AIRLINE acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises (DBE), as said regulations may be amended, and such other similar regulations may be enacted, may be applicable to the activities of AIRLINE under the terms of this Agreement, unless exempted by said regulations, and AIRLINE hereby agrees to comply with such regulations, as applicable. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.

D. In the event of breach of any of the above nondiscrimination covenants pursuant to 49 CFR Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, if applicable, CITY will have the right to terminate the Agreement and to re-enter as if said Agreement had never been made or issued. Said termination provision will not be effective until the procedures of 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

14.04 Security.

AIRLINE shall not bring or operate any vehicle or motorized equipment into or within any air operations area, unless having first complied with all insurance provisions and requirements specified in this Agreement, as well as the Airport Driver Training Program and the Airport's Security Program. When operating within any air operations area, AIRLINE shall cause its vehicles and equipment to move directly to and from the entrance gate or Airline Premises and the aircraft and shall not enter or move about in any other non-movement area. AIRLINE, its officers, employees, agents, and those under its control, shall comply with security measures required of AIRLINE or CITY by the FAA, TSA, U.

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S. Department of Transportation, or contained in any Airport master security plan approved by the FAA or TSA to include an Airport Tenant Security Program as outlined in CFR Part 1542 respective to AIRLINE's non-public Preferential Use Premises. If AIRLINE, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against CITY, then AIRLINE shall be responsible and shall reimburse CITY in the full amount of any such monetary penalty or other damages, including reasonable attorney's fees and other costs to defend CITY against such claims.

14.05 Environmental.

A. General Conditions.

Notwithstanding any other provisions in this AGREEMENT, and in addition to any and all other requirements of this AGREEMENT or any other covenants, representations or warranties of AIRLINE , AIRLINE hereby agrees to the following, in connection with AIRLINE's operations at the Airport:

AIRLINE shall comply with all applicable Environmental Laws.

AIRLINE agrees to notify CITY and promptly begin to mitigate any damages occurring as a result of non-compliance with any applicable Environmental Law by AIRLINE, its employees, licensees, or contractors and AIRLINE agrees to promptly and at its own expense initiate investigation, to the extent required under applicable Environmental Law, and remediation (but AIRLINE shall not commence active remediation, except to the extent time is of the essence or emergency conditions otherwise exist requiring immediate remediation measures, without advanced review and written approval by applicable regulatory agency and CITY of any remediation plan) of any such potential or actual non-compliance with any applicable Environmental Law which AIRLINE shall continue until remediation has been completed to the extent required under, and in accordance with, applicable Environmental Law and no further action is necessary.

Except where, and to the extent, it is caused by the negligence or willful misconduct of the agents, employees, contractors, officers, officials, or City Council of the CITY , AIRLINE agrees to hold harmless and indemnify CITY, its agents, employees, officials, City Council, and elected officers for any violation by AIRLINE, its officer, employee,

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agent, licensee or contractor of such applicable Environmental Law and for any non-compliance by AIRLINE with any permits issued to AIRLINE pursuant to applicable Environmental Laws, which hold harmless and indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, or monitor environmental conditions damages (including actually incurred reasonable attorney's fees and costs as well as reasonable fees and costs of consultants, experts, contractors, and laboratories reasonably incurred in connection with the indemnified incident to the extent required to reach compliance with applicable Environmental Laws) and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against AIRLINE, its employees, , suppliers, or service providers or against CITY by reason of AIRLINE's violation or non-compliance. Claims for environmental matters shall be covered exclusively under this Article 14 and shall not be subject to any other indemnities provided in this Agreement, including without limitation the general indemnity herein.

AIRLINE agrees to reasonably cooperate with any investigation, audit, or inquiry by CITY regarding any federal or state environmental regulatory enforcement action or investigation, which is against City but arises from AIRLINE's activities hereunder.

AIRLINE agrees that any spill, leak, or permit exceedance by AIRLINE (and to the extent required to be reported pursuant to applicable Environmental Law), or notice of violation, notice of non-compliance, or other enforcement action related to AIRLINE's operation at the Airport described herein will be promptly reported to CITY . In entering into this Agreement, CITY expressly relies on the covenants, representations, and warranties of AIRLINE as stated herein.

Except for above-ground deicing fluid storage tanks, or such other tanks as approved by CITY in writing, AIRLINE shall not install or allow to be installed any above or underground storage tanks on any Airport Premises. For above-ground deicing fluid storage tanks and required containment, AIRLINE must obtain CITY's written approval and obtain all necessary federal, state, and local licenses.

B. Environmental Considerations

(1) If AIRLINE is deemed to be a generator of hazardous waste as defined by

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applicable federal, state, or local law, AIRLINE will obtain, if required by applicable Environmental Law, a generator identification number from the U.S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all applicable Environmental Laws including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous are conducted in full compliance with applicable Environmental Law.

(2) AIRLINE agrees to make available for review by CITY, CITY, within fourteen (14) days after CITY's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with AIRLINE's use of Airport.

(3) At the end of the Agreement, AIRLINE will dispose of all of AIRLINE's solid and hazardous wastes and containers in compliance with all applicable Environmental Laws. Copies of all waste manifests related to the disposal of such wastes will be provided to CITY within 30 days.

C. Prior Contamination

Nothing in this article will be construed to make AIRLINE liable in any way for any contamination or release of Hazardous Materials, as defined herein, affecting Airport that occurred prior to AIRLINE's entry upon or operations at Airport or that occurred as a result of the actions or inaction of CITY or any of its employees, agents, contractors or anyone other than AIRLINE at the Airport, except that AIRLINE shall use commercially reasonable efforts not to exacerbate, relocate, distribute, spread or otherwise move said contamination or Hazardous Materials.

D. Off-Site Contamination

Nothing in this Article will be construed to make AIRLINE liable in any way for any contamination or release of Hazardous Materials affecting Airport that occurs by reason of the migration or flow to Airport from verifiable or documented off-site contamination that is not attributable to AIRLINE's activities at Airport.

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E. Stormwater.

Notwithstanding any other provisions or terms of this Agreement, AIRLINE acknowledges that certain properties within the Airport, or on CITY owned land, are subject to stormwater rules and regulations. AIRLINE agrees to observe and abide by such stormwater rules and regulations as may be applicable to AIRLINE, and, if applicable hereby agrees to the following in connection with AIRLINE's operations on Airport:

(1) AIRLINE acknowledges that any stormwater discharge permit issued to the CITY may name AIRLINE as a co-permitee. CITY and AIRLINE both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. AIRLINE acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled or otherwise used by AIRLINE, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining "best management practices" (as that term may be defined in applicable stormwater rules and regulations).

(2) AIRLINE will comply with any stormwater discharge permit requirements applicable to AIRLINE. To the extent a submittal of a Notice of Intent will be made by AIRLINE to the Texas Commission on Environmental Quality; a copy will be submitted to CITY. AIRLINE will comply with all applicable stormwater requirements including but not limited to: certification of non-stormwater discharges; CITY's Stormwater Pollution Prevention Plan or similar plans; implementation of best management practices; and maintenance and submittal of records required by CITY's Stormwater Pollution Prevention Plan. In complying with such requirements, AIRLINE will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. AIRLINE agrees to undertake, as its sole expense, those applicable stormwater permit requirements for which it has received written notice from the agency and that apply to its operations at the Airport, and AIRLINE agrees that it will hold harmless and indemnify CITY, in accordance with Article 9, for any violations or non-compliance with any such applicable permit requirements.

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Article 15. GENERAL PROVISIONS

15.01 Nonwaiver. No waiver of default by either party of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions to be performed, kept, and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein.

15.02 Passenger Facility Charge. CITY reserves the right to assess and collect PFCs subject to the terms and conditions set forth in the Aviation Safety and Capacity Expansion Act of 1990, Section 9110 (the "PFC Act") and implement regulations as may be supplemented or amended from time-to-time. AIRLINE shall collect and pay all PFCs for which it is responsible under the provisions of 14 CFR Part 158. Failure by AIRLINE to remit PFCs within the time frame required by 14 CFR Part 158 shall be grounds for cancellation of this Agreement.

15.03 Rights Non-Exclusive. Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges, and licenses granted under this Agreement, are "non-exclusive" and CITY reserves the right to grant similar privileges to others, provided that in doing so, CITY does not interfere nor alter, or purport to alter, AIRLINE's rights and privileges hereunder.

15.04 Quiet Enjoyment.

A. CITY agrees that, so long as AIRLINE's payment of rentals, fees, and charges is timely and AIRLINE keeps all covenants and agreements contained herein, AIRLINE shall peaceably have and enjoy its Airline Premises and all rights, privileges, and licenses of the Airport, its appurtenances and facilities granted herein, subject to the terms and conditions herein contained.

B. Consistent with the nature of AIRLINE's business, AIRLINE agrees that occupancy of its Airline Premises will be lawful and quiet and that it will not knowingly use or permit the use of Airline Premises in any way that would violate the terms of this Agreement, create a nuisance, or disturb other tenants or the general public. AIRLINE shall be responsible for the activity of its officers, employees, agents, and others under its control with respect to this provision.

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15.05 Performance. The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

15.06 Aviation Rights. CITY reserves unto itself, its successors, and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including Airline Premises, for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport.

15.07 Rules and Regulations and Operational Directives.

A. AIRLINE, its officers, employees, agents, and others under its control shall observe and obey all laws, regulations, and orders of the federal, state, county governments and CITY (acting in its governmental capacity) which may be applicable to AIRLINE'S operations at the Airport.

B. CITY, acting in its governmental capacity, may from time-to-time adopt, amend, or revise the Airport's Rules and Regulations and Operating Directives governing the conduct of operations at the Airport, for reasons of safety, health, preservation of the property, or for the maintenance of the good and orderly appearance of the Airport. AIRLINE, its officers, employees, agents, and others under its control shall faithfully comply with and observe such reasonable and non-discriminatory Rules and Regulations and Operating Directives, except as they may conflict with the terms and provisions of this Agreement or the regulations of another governmental entity having appropriate jurisdiction. CITY shall notify AIRLINE in advance of any amendments or supplements to such Rules and Regulations and Operating Directives.

C. AIRLINE shall be liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire Term of this Agreement by any federal, state, or local governmental entity or any court of law having jurisdiction over AIRLINE or AIRLINE's operations and activities.

15.08 Inspection. AIRLINE shall allow CITY's authorized representatives access to Airline Premises for the purpose of examining and inspecting said premises; for purposes necessary, incidental to, or connected with the performance of its obligations under this Agreement; or, in the exercise of its governmental functions.

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Except in the case of an emergency, CITY shall conduct such inspections during reasonable business hours, after providing reasonable prior written notice to AIRLINE and in the presence of AIRLINE's representative.

15.09 No Individual Liability. No member, officer, agent, director, or employee of CITY or AIRLINE shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

15.10 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees, and charges, nor any other provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of landlord and tenant.

15.11 Capacity to Execute. The individuals executing this Agreement represent that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

15.12 Savings. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against CITY by reason of the preparation of this Agreement by CITY.

15.13 Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, this provision shall in no way whatsoever alter the restriction herein regarding assignment and subletting by the AIRLINE.

15.14 Incorporation of Exhibits. All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

15.15 Titles. Section titles are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or extent of any provision of this Agreement.

15.16 Severability. In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall

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not materially prejudice either CITY or AIRLINE in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

15.17 Amendments. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto with the same formality as required for this Agreement.

15.18 Other Agreements. Other than as set forth herein, nothing contained in this Agreement shall be deemed or construed to nullify, restrict, or modify in any manner the provisions of any other lease or contract between CITY and AIRLINE authorizing the use of the Airport, its facilities, and appurtenances.

15.19 Approvals.

A. Unless otherwise stated, whenever this Agreement calls for approval by CITY, such approval shall be evidenced by the written approval of the Director of Aviation.

B. Any approval required by either party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

15.20 Notice.

A. All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing by United States certified mail (postage-prepaid) or reputable overnight courier service with proof of delivery (with a copy sent by electronic transmission if so elected by CITY or AIRLINE, as applicable). If intended for CITY, notices shall be delivered to:

Director of Aviation
Lubbock Preston Smith International Airport
5401 N. Martin Luther King Blvd.
Unit 389
Lubbock, TX 79403
Telephone: (806) 775-3126

Or to such other address as may be designated by CITY by written notice to AIRLINE.

B. Notices to AIRLINE shall be delivered to:

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Federal Express Corporation
Attn.: Manager, Airport Affairs, Operations and Planning (#18-1071)
3680 Hacks Cross Road, Building H 3rd Floor
Memphis, TN 38125

with a copy to:

Federal Express Corporation
C-LE GC Business Transactions
1000 FedEx Drive
Moon Township, PA 15108
Attn: Managing Director, Business Transactions (#18-1071)

Or to such other address as may be designated by AIRLINE by written notice to CITY.

If notice, consent or approval is given in any other manner or at any other place, it shall also be given at the place and in the manner specified above.

15.21 Agent for Service. It is expressly understood and agreed that if AIRLINE is not a resident of the State of Texas, or is an association or partnership without a member or partner resident of said state, AIRLINE shall appoint an agent for the purpose of service of process in any court action between it and CITY arising out of or based upon this Agreement. AIRLINE shall immediately, within ten (10) days of execution of this Agreement, notify CITY, in writing, of the name and address of said agent, if applicable. Such service shall be made as provided by the laws of the State of Texas for service upon a non-resident engaging in business in the State. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, AIRLINE may be personally served out of the State of Texas by the registered mailing of such service at the address set forth in Section 15.20.

15.22 Governing Law and Legal Forum. This Agreement is to be read and construed in accordance with the laws of the State of Texas. Any action to enforce or interpret this Agreement by either party shall be instituted in a state or federal court located in Lubbock, Texas or in the United States District Court for the Northern District of Texas. The provisions of this section shall survive the termination of this Agreement.

15.23 Force Majeure. Except as herein provided, neither CITY nor AIRLINE shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than the payment of rentals, fees, and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, terrorism, pandemic/epidemic, weather conditions,

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riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control.

15.24 Most Favored Nation. CITY agrees not to enter into any Agreement with any other Air Transportation companies conducting similar operations at the Airport after the date of this Agreement which contains more favorable terms and conditions, landing fees, space rentals or other charges than those provided in this Agreement. Such "similar operations at the Airport" means regularly scheduled commercial service that shall be conducted at the Airport.

15.25 Entire Agreement. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by AIRLINE that CITY and CITY's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by AIRLINE against CITY for, and CITY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

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AIRLINE: FEDERAL EXPRESS CORPORATION

BY: DocuSigned by: Brandon Tolbert

PRINTED: Brandon Tolbert

TITLE: VP Properties / Facilities Sep-03-2026

APPROVED LEGAL JPD 08.28.2026

FEDEX #18-1071-001 Initial ERW DS DS SP

CITY OF LUBBOCK

_____

MAYOR, MARK MCBRAYER

ATTEST:

_____

COURTNEY PAZ, CITY SECRETARY

APPROVED AS TO CONTENT:

Signed by: Kelly Campbell

KELLY CAMPBELL, EXECUTIVE DIRECTOR OF AVIATION

APPROVED AS TO FORM:

Signed by: Mitch Satterwhite

MITCH SATTERWHITE, FIRST ASSISTANT CITY ATTORNEY

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EXHIBIT A
Airport Boundaries

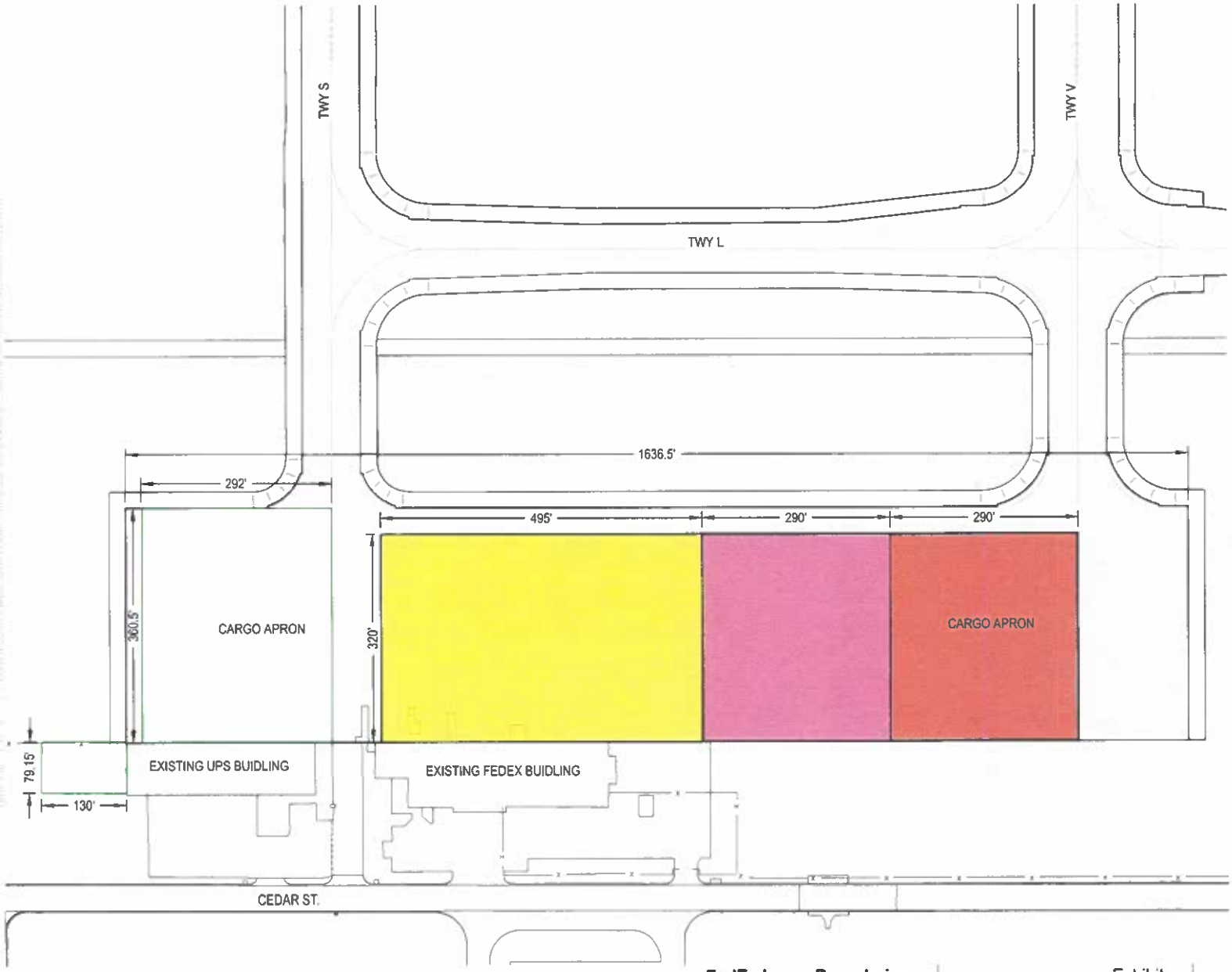
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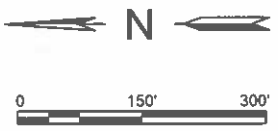


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EXHIBIT B
Airport Premises

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LEGEND

- FEDEX LEASE BOUNDARY 1
- FEDEX LEASE BOUNDARY 2
- FEDEX LEASE BOUNDARY 3
- UPS LEASE BOUNDARY

FedEx Lease Boundaries | Exhibit | Parkhill | C1

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EXHIBIT C
Summary of Terminal Area

Docusign Envelope ID: 597B3980-7D9B-835C-80B7-53411917FF36

Exhibit C Summary of Terminal Areas

(Fiscal Year Beginning October 1)

	PROJECTED FY 2026-27
Preferential Leased Space	
Ramp Level (Apron) - Southwest Operations	6,011
Ramp Level (Apron) - American Operations	2,225
Ramp Level (Apron) - United Operations	2,235
Concourse Level (Main) - Southwest Ticket Counters	2,582
Concourse Level (Main) - American Ticket Counters	1,555
Concourse Level (Main) - United Ticket Counters	1,657
Concourse Level (Main) - Southwest Gates #6, #7, #8	6,852
Concourse Level (Main) - American Gates #4, #5, #9	5,815
Concourse Level (Main) - United Gates #2, #3	4,706
Mezzanine Level (Upper) - American	182
Total Preferential Leased Space	**33,820**
Preferential Unleased Space	
Ramp Level (Apron) - Vacant Operations	1,580
Concourse Level (Main) - Vacant Ticket Counter	1,959
Concourse Level (Main) - Gate #1	2,356
Concourse Level (Main) - Gate #9	0
Total Preferential Unleased Space	**5,895**
Total Preferential Space	
Ramp Level (Apron)	12,051
Concourse Level (Main)	27,482
Mezzanine Level (Upper)	182
Total Preferential Space	**39,715**
Joint Use Space	
Ramp Level (Apron) - Baggage Claim / Return	0
Ramp Level (Apron) - Baggage Claim Inbound	7,387
Ramp Level (Apron) - Baggage Claim Outbound	11,980
Ramp Level (Apron) - Consolidated Baggage Inspection System (CBIS)	2,820
Concourse Level (Main) - Bag Claim 1	0
Concourse Level (Main) - Bag Claim 2	12,440
Concourse Level (Main) - Holdrooms and Circulation	24,411
Total Joint Use Space	**59,038**
Total Airline Space	**98,753**

Source: City of Lubbock, Texas, May 2026.

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Exhibit C Summary of Terminal Areas

(Fiscal Year Beginning October 1)

	PROJECTED FY 2026-27
Other Rentable Space	
Ramp Level (Apron) - Maintenance Office	650
Ramp Level (Apron) - Concession Area	3,363
Ramp Level (Apron) - Break Room Custodial	298
Ramp Level (Apron) - Electrical Tech Shop	306
Ramp Level (Apron) - Maintenance Shop	2,981
Ramp Level (Apron) - TSA Storage	520
Ramp Level (Apron) - Jetbridge Tower Storage	384
Concourse Level (Main) - Rental Car Space	1,820
Concourse Level (Main) - TSA Space Office Space	1,765
Concourse Level (Main) - TSA Space / Checkpoint	4,810
Concourse Level (Main) - Computer Lounge	721
Concourse Level (Main) - Vacant Leasable	10,685
Concourse Level (Main) - News Exchange	1,040
Concourse Level (Main) - Food Court	4,350
Concourse Level (Main) - Bar & Grill	2,523
Concourse Level (Main) - Air Service Office	165
Concourse Level (Main) - Restaurant Offices	1,080
Concourse Level (Main) - Republic Parking Office	168
Concourse Level (Main) - LEO Office	139
Mezzanine Level (Upper) - Total Office Space	8,070
Mezzanine Level (Upper) - Total Room Space	2,479
Total Other Rentable Space	**48,317**
Total Rentable Space	**147,070**
Non-Rentable Space	
Ramp Level (Apron) - Vacant Circulation	9,686
Ramp Level (Apron) - Storm Shelter	1,277
Ramp Level (Apron) - Total Storage Rooms	2,977
Ramp Level (Apron) - Total Equipment / Miscellaneous	13,580
Ramp Level (Apron) - Restrooms	734
Ramp Level (Apron) - Abandoned Bag Belt	467
Concourse Level (Main) - Circulation	20,258
Concourse Level (Main) - Entries	5,888
Concourse Level (Main) - Secure Exits	310
Concourse Level (Main) - Restrooms	7,101
Concourse Level (Main) - Storage / Other	1,054
Mezzanine Level (Upper) - Restrooms	1,142
Mezzanine Level (Upper) - Storage / Other	802
Mezzanine Level (Upper) - Circulation	4,558
Total Non-Rentable Space	**69,834**
Total Terminal Space	**216,904**

NOTES:

Source: City of Lubbock, Texas, May 2026.

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Exhibit C Summary of Terminal Areas

(Fiscal Year Beginning October 1)

	PROJECTED FY 2026-27
Southwest	
Concourse Level	9,434
Mezzanine Level	0
Ramp Level	6,011
Joint Use Space	27,397
Total Southwest Leased Space	**42,842**
American	
Concourse Level	7,370
Mezzanine Level	182
Ramp Level	2,225
Joint Use Space	20,966
Total American Leased Space	**30,743**
United	
Concourse Level	6,363
Mezzanine Level	0
Ramp Level	2,235
Joint Use Space	10,675
Total United Leased Space	**19,273**
Signatory Leased Space	
Total Airline Preferential Leased Space	33,820
Total Airline Preferential Unleased Space	5,895
Total Joint Use Space	59,038
Total Airline Space	**98,753**

Source: City of Lubbock, Texas, May 2026.

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Exhibit C Summary of Terminal Areas

(Fiscal Year Beginning October 1)

	PROJECTED FY 2026-27
Joint Use Space	59,038
Enplanements by Airline	
Southwest	287,864
American	208,956
United	82,688
Total Enplanements	**579,509**
Percent of Total Enplanements	
Southwest	50%
American	36%
United	14%
Total	**100%**
Enplanement Allocation	80%
Fixed Allocation	20%
Space by Airline - Enplanement Allocation	
Southwest	23,461
American	17,030
United	6,739
Total Joint Use Space - Enplanement Allocation	**47,230**
Space by Airline - Fixed Allocation	
Southwest	3,936
American	3,936
United	3,936
Total Joint Use Space - Fixed Allocation	**11,808**
Total Joint Use Space	**59,038**

Source: City of Lubbock, Texas, May 2026.

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Exhibit C Summary of Terminal Areas

(Fiscal Year Beginning October 1)

	PROJECTED FY 2026-27
Airline and Non-Airline Space	
Airline Preferential Leased Space	33,820
Airline Preferential Unleased Space	5,895
Joint Use Space	59,038
Total Airline Space	**98,753**
Other Rentable Space[2]	48,317
Non-Rentable Space	69,834
Total Non-Airline Space	**118,151**
Total Airline Space	98,753
Total Non-Airline Space	118,151
Total Terminal Space	**216,904**
Percent Airline and Non-Airline Space	
Total Airline Space	46%
Total Non-Airline Space	54%
Total Terminal Space	**100%**

Source: City of Lubbock, Texas, May 2026.

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EXHIBIT D

Responsibilities of CITY and AIRLINE for Operation and Maintenance of the Terminal

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EXHIBIT D

RESPONSIBILITIES OF LBB & AIRLINES FOR OPERATION & MAINTENANCE OF TERMINAL COMPLEX

	Preferential Use Premises					Joint Use Premises	
	Ticket Counters	Offices & Operations	Aircraft Aprons	Assigned Gates	Assigned Jetbridges	Baggage Claims	Holdrooms & Circulation
Air Conditioning[6]	LBB	LBB		LBB		LBB	LBB
Heating	LBB	LBB		LBB		LBB	LBB
Lighting							
a. Bulb, Light Fixtures, Tube & Ballast Replacement[1]	Airline	Airline	LBB	LBB	LBB	LBB	LBB
b. Maintenance[1]	Airline	Airline	LBB	LBB	LBB	LBB	LBB
Electrical Maintenance[2]	Airline	Airline	LBB	LBB	LBB	LBB	LBB
Water							
a. Distribution		LBB	LBB				
b. Fixtures		Airline	Airline				
Sewage							
a. Distribution		LBB					
Maintenance							
a. Other than Structure[3]	Airline	Airline	Airline	Airline	LBB	LBB	LBB
b. Structure[3]	Airline	Airline	LBB	LBB	LBB	LBB	LBB
c. Exterior[4]	Airline	Airline	LBB	LBB	LBB	LBB	LBB
Custodial Service[5]	Airline	Airline	Airline	LBB	Airline	LBB	LBB
Window Cleaning							
a. Exterior		Airline		LBB	Airline	LBB	LBB
b. Interior		Airline		LBB	Airline	LBB	LBB
Ramp – Concrete Repair			LBB				
Snow Removal							
a. Larger Ramp area[6]			LBB				
b. Gate Areas & Walkways to Aircraft			Airline				

Airline – Airline is responsible LBB – Lubbock Preston Smith International Airport Not Applicable

[1] AIRLINE shall be responsible for any light fixtures installed by AIRLINE, including bulb, tube, and ballast replacement, as well as electrical repairs to the light fixtures.

[2] AIRLINE shall be responsible for electrical fixtures and outlets in all leased areas and all equipment or improvements installed by AIRLINE.

[3] AIRLINE shall be responsible for maintaining any structure constructed by AIRLINE and for maintaining its "Other than Structure" improvements within its leased or assigned areas. "Structure" refers to the permanent, load-bearing components of the facility (e.g., primary walls, columns, floors, and other integral structural elements). "Other than Structure" refers to interior, non-load-bearing improvements or buildouts installed or used by the Airline, including but not limited to ticket counters, back walls, gate podiums, and office and operational space.

[4] AIRLINE shall be responsible for any exterior maintenance required as a result of actions by AIRLINE, its employees, or subcontractors. This includes, but is not limited to, aircraft apron lead lines from the taxilane centerline, aircraft operations paint markings (including aircraft apron lead lines from taxilane centerline. Also includes all airline operations paint markings such as aircraft stop bars, aircraft parking envelope, ground support equipment staging, and other airline safety requirements.)

[5] AIRLINE shall develop a cleaning plan for jetway and ticket counter floor space (as defined in Exhibit B) for CITY approval. AIRLINE shall be responsible for removing liquid or other slip hazards in these areas.[6] AIRLINE shall be responsible for coordinating removal of aircraft to allow for snow removal on airline ramp by CITY; and, AIRLINE shall be responsible for snow removal around the Gate Areas/walkways/work areas, and shall be responsible for determining safety of passages for use by passengers/employees.

Note: All areas not part of AIRLINE'S Preferential Premises shall be CITY'S responsibility; provided, however, CITY shall not be responsible for any systems or services installed by AIRLINE, or systems and services installed by CITY, but modified or used by AIRLINE, unless otherwise agreed to by the parties hereto. Example: jetbridge power units, ticket kiosks, gate podiums, ticket counters and associated back walls, and airline signage/insignia.

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EXHIBIT E

Changes in Rates for Rentals, Fees, and charges

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EXHIBIT E: CHANGES IN RATES FOR RENTALS, FEES, AND CHARGES

SECTION I - RATE CALCULATIONS

E.01 **Rates for Landing Fees, Terminal Rental Rates, and Per Day Fees** – The Landing Fees, Terminal Rental Rates, and Per Day Fees shall be calculated in accordance with Exhibits E-1, E-2, E-3A, E-3B, and E-3C, respectively.

E.02 **Summary of Rates for Rate Setting Period** – From the Effective Date, October 1, 2026, through September 30, 2027, the projected rates will be as shown below. The projected FY 2026-2027 rates and charges are preliminary and subject to change.

- ***Landing Fee Rate*** - The Airfield Cost Center Signatory Landing Fee Rate shall be $4.97 per 1,000 pounds of Maximum Gross Landed Weight (MGLW) as calculated and presented on **Exhibit E-1.** The Airfield Cost Center Nonsignatory Landing Fee Rate shall be $6.22 per 1,000 pounds of MGLW.

- ***Terminal Rental Rate*** - The Terminal Cost Center Signatory Terminal Rental Rate shall be $49.23 per square foot as calculated and presented on **Exhibit E-2**. The Terminal Cost Center Nonsignatory Terminal Rental Rate shall be $61.54 per square foot.

- ***Per Day Fees –***

  - Signatory Per Day Fee – Aircraft Gate shall be $317.77 per turn as calculated and presented on **Exhibit E-3A**. Nonsignatory Per Day Fee – Aircraft Gate shall be $397.21.

  - Signatory Per Day Fee – Operations shall be $213.10 per turn as calculated and presented on **Exhibit E-3B**. Nonsignatory Per Day Fee – Operations shall be $266.38.

  - Signatory Per Day Fee – Ticket Counter shall be $264.22 per turn as calculated and presented on **Exhibit E-3C**. Nonsignatory Per Day Fee – Ticket Counter shall be $330.28.

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E.03 Calculation of Landing Fee Rate – Exhibit E-1

Exhibit E-1 Landing Fees

(Fiscal Year Beginning October 1)

	PROJECTED FY 2026-27
Landing Fee Calculation:	
Airfield Expenses	
A) O&M Expenses	$5,161,096
B) O&M Expenses Reserve Requirement	54,148
C) Debt Service	0
D) Small Capital Expenditures	130,000
E) Amortization of Capital Expenditures	451,260
F) Total Airfield Requirement	**$5,796,504**
G) Less: Airfield Non-Airline Revenue	$(834,189)
H) Net Airfield Requirement	**$4,962,314**
I) Signatory Passenger Landed Weight	710,622
J) Signatory Cargo Landed Weight	236,878
K) Nonsignatory Passenger Landed Weight	14,000
L) Nonsignatory Cargo Landed Weight	26,265
M) Total Landed Weight	**987,765**
Landing Fee	
N) Average Landing Fee	$5.02
O) Signatory Landing Fee	**$4.97**
P) Nonsignatory Landing Fee (125%)	**$6.22**

Source: City of Lubbock, Texas, May 2026.

Exhibit E-1 Line Items:

A. ***O&M Expenses*** - The current expenses, paid or accrued, of operation, maintenance, and ordinary current repairs related to the Airfield Cost Center.

B. ***O&M Expenses Reserve Requirement –*** Amounts to fund the O&M Reserve Account equal to 25 percent of the annual Airfield O&M Expenses for the current FY less an amount equal to 25 percent of the Airfield O&M Expenses for the previous FY.

C. ***Debt Service –*** Any principal, interest, premium, and other fees and amounts either paid or accrued for Bonds, exclusive of amounts funded by PFC collections or other reimbursements, attributable to the Airfield Cost Center.

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D. ***Small Capital Expenditures*** **–** Amount of Capital Expenditures for capital projects funded with less than $150,000 of City funds attributable to the Airfield Cost Center.

E. ***Amortization of Capital Expenditures*** **–** Amount to recover Capital Expenditures of $150,000 or more attributable to the Airfield Cost Center which are not debt financed and shall be calculated based on the expected useful life of the Large Capital Expenditure with a rate of return, equivalent to the City's cost of capital as of the date of beneficial occupancy.

F. ***TOTAL AIRFIELD REQUIREMENT*** – Sum of A through E.

G. ***Credit for Airfield Non-Airline Revenues*** – Total amounts of Non-Airline revenues attributable to the Airfield Cost Center in the current Fiscal Year.

H. ***NET AIRFIELD REQUIREMENT*** – F plus G.

I. ***Signatory Passenger Landed Weight*** – Total MGLW of all signatory passenger airlines in current Fiscal Year.

J. ***Signatory Cargo Landed Weight*** – Total MGLW of all signatory cargo airlines in current Fiscal Year.

K. ***Nonsignatory Passenger Landed Weight*** – Total MGLW of all nonsignatory passenger airlines in current Fiscal Year.

L. ***Nonsignatory Cargo Landed Weight*** **–** Total MGLW of all nonsignatory cargo airlines in current Fiscal Year.

M. ***TOTAL LANDED WEIGHT*** **–** Total MGLW of all airlines in current Fiscal Year.

N. ***Average Landing Fee Rate (per thousand pounds)*** – H divided by I.

O. ***SIGNATORY LANDING FEE RATE (per thousand pounds)*** **–** Landing fee rate charged to signatory air carriers after 25 percent premium is applied to nonsignatory air carriers and credited against the Net Airfield Requirement.

P. ***NONSIGNATORY LANDING FEE RATE (125%) (per thousand pounds)*** **–** Landing fee rate charged to nonsignatory air carriers after 25 percent premium is applied to the Signatory Landing Fee Rate.

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E.04 Calculation of Terminal Rental Rate – Exhibit E-2

Table 10 Terminal Rental Rate

(Fiscal Year Beginning October 1)

	PROJECTED FY 2026-27
Terminal Rental Rate Calculations:	
Terminal Expenses	
A) O&M Expenses	$6,079,198
B) O&M Expenses Reserve Requirement	64,763
C) Debt Service [1]	643,665
D) Small Capital Expenditures	0
E) Amortization of Capital Expenditures	452,590
F) Total Terminal Requirement	**$7,240,216**
Terminal Rental Rate	
G) Rentable Space	147,070
H) Average Terminal Rental Rate (Per Square Foot)	$49.23
I) Signatory Terminal Rental Rate (Per Square Foot)	**$49.23**
J) Nonsignatory Terminal Rental Rate 125% (Per Square Foot)	**$61.54**

NOTES:

1 Does not include PFC-Supported Debt Service.

Source: City of Lubbock, Texas, May 2026.

Exhibit E-2 Line Items

A. ***O&M Expenses*** – The current expenses, paid or accrued, of operation, maintenance, and ordinary current repairs related to the Terminal Cost Center.

B. ***O&M Expenses Reserve Requirement*** – Amounts to fund the O&M Reserve Account equal to 25 percent of the annual Terminal O&M Expenses for the current FY less an amount equal to 25 percent of the Terminal O&M Expenses for the previous FY.

C. ***Debt Service*** – Any principal, interest, premium, and other fees and amounts either paid or accrued for Bonds, exclusive of amounts funded by PFC collections or other reimbursements, attributable to the Terminal Cost Center.

D. ***Small Capital Expenditures*** – Amount of Capital Expenditures for capital projects funded with less than $150,000 of City funds attributable to the Terminal Cost Center.

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E. ***Amortization of Capital Expenditures*** **–** Amount to recover Capital Expenditures of $150,000 or more attributable to the Terminal Cost Center which are not debt financed and shall be calculated based on the expected useful life of the Large Capital Expenditure with a rate of return, equivalent to the City's cost of capital as of the date of beneficial occupancy.

F. ***TOTAL TERMINAL REQUIREMENT*** **–** Sum of A through E.

G. ***Rentable Space (square feet)*** **–** Total Terminal Square Feet available to be leased by Airport users.

H. ***Average Terminal Rental Rate (per square foot)*** **–** F divided by G.

I. ***SIGNATORY TERMINAL RENTAL RATE (per square foot)*** **–** Terminal rental rate charged to signatory air carriers after 25 percent premium is applied to nonsignatory air carriers and credited against the Net Terminal Requirement.

J. ***NONSIGNATORY TERMINAL RENTAL RATE (125%) (per square foot)*** **–** Terminal rental rate charged to nonsignatory air carriers after 25 percent premium is applied to the Signatory Terminal Rental Rate.

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E.05 Calculation of Per Day Fees – Exhibits E-3A, E-3B, and E-3C

Exhibit E-3A Per Day Fee - Aircraft Gate

(Fiscal Year Beginning October 1)

	PROJECTED FY 2026-27
Airline Shared Gates Space	
A) Concourse Level (Main) - Gate #1	2,356
B) Concourse Level (Main) - Gate #9	0
C) Total Airline Shared Gates Space	**2,356**
D) Number of Shared Gates	1
E) Average Airline Shared Gates Space	2,356
F) Average Terminal Rental Rate (Per Square Foot)	$49.23
G) Total Cost of Airline Shared Gates Space	**$115,985**
H) Days in Year	365
I) Signatory Per Day Fee - Aircraft Gate	**$317.77**
J) Nonsignatory Per Day Fee - Aircraft Gate	**$397.21**

Source: City of Lubbock, Texas, May 2026

Exhibit E-3A Line Items (Per Day Fee – Aircraft Gate):

A. ***Concourse Level (Main) – Gate #1 (Per Day)*** – total square feet of Gate #1 on the Concourse Level on the Terminal.

B. ***Concourse Level (Main) – Gate #9 (Per Day)*** – total square feet of Gate #9 on the Concourse Level on the Terminal.

C. ***TOTAL AIRLINE SHARED GATES SPACE***– sum of A and B.

D. ***Number of Shared Gates*** – total number of gates available for leasable airlines in current Fiscal Year.

E. ***Average Airline Shared Gates Space*** – C divided by D.

F. ***Average Terminal Rental Rate (Per Square Foot)*** – Terminal Rental Rate calculated for the Terminal Cost Center in current Fiscal Year.

G. ***TOTAL COST OF AIRLINE SHARED GATES SPACE*** – E times F.

H. ***Days in Year*** – 365 days in year.

I. ***SIGNATORY PER DAY FEE – AIRCRAFT GATE*** – G divided by H.

J. ***NONSIGNATORY PER DAY FEE – AIRCRAFT GATE (125%)*** – I times 125 percent.

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Exhibit E-3B Per Day Fee - Operations

(Fiscal Year Beginning October 1)

	PROJECTED FY 2026-27
Airline Shared Operations Space	
A) Ramp Level (Apron) - Shared Operations	1,580
B) Total Airline Shared Operations Space	**1,580**
C) Average Terminal Rental Rate (Per Square Foot)	$49.23
D) Total Cost of Airline Shared Operations Space	**$77,783**
E) Days in Year	365
F) Signatory Per Day Fee - Operations	**$213.10**
G) Nonsignatory Per Day Fee - Operations	**$266.38**

Source: City of Lubbock, Texas, May 2026.

Exhibit E-3B Line Items (Per Day Fee - Operations):

A. Ramp Level (Apron Level) Shared Operations – total square feet of shared leasable operations space on the Ramp Level of the Terminal.

B. TOTAL AIRLINE SHARED OPERATIONS SPACE – sum of A.

C. Terminal Rental Rate (Per Square Foot) – Terminal Rental Rate calculated for the Terminal Cost Center in current Fiscal Year.

D. TOTAL COST OF AIRLINE SHARED OPERATIONS SPACE – B times C.

E. Days in Year – 365 days in year.

F. SIGNATORY PER DAY FEE - OPERATIONS – D divided by E.

G. NONSIGNATORY PER DAY FEE – OPERATIONS (125%) – F times 125 percent.

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Exhibit E-3C Line Items (Per Day Fee - Ticket Counter):

Exhibit E-3C Per Day Fee - Ticket Counter

(Fiscal Year Beginning October 1)

	PROJECTED FY 2026-27
Airline Shared Ticket Counters Space	
A) Concourse Level (Main) - Shared Ticket Counter	1,959
B) Total Airline Shared Ticket Counters Space	**1,959**
C) Number of Shared Ticket Counter	1
D) Average Airline Shared Ticket Counter Space	1,959
E) Average Terminal Rental Rate (Per Square Foot)	$49.23
F) Total Cost of Airline Shared Ticket Counter Space	**$96,441**
G) Days in Year	365
H) Signatory Per Day Fee - Ticket Counters	**$264.22**
I) Nonsignatory Per Day Fee - Ticket Counters	**$330.28**

Source: City of Lubbock, Texas, May 2026.

A. ***Concourse Level (Main) – Shared Ticket Counter –*** total square feet of shared leasable ticket counter space on the Concourse Level of the Terminal.

B. ***TOTAL AIRLINE SHARED TICKET COUNTERS SPACE*** – sum of A.

C. ***Number of Shared Ticket Counters –*** total number of ticket counters available for lease by the airlines in current Fiscal Year.

D. ***Average Airline Shared Ticket Counter Space –*** B divided C.

E. ***Terminal Rental Rate (Per Square Foot) –*** Terminal Rental Rate calculated for the Terminal Cost Center in current Fiscal Year.

F. ***TOTAL COST OF AIRLINE SHARED TICKET COUNTER SPACE*** – D times E.

G. ***Days in Year –*** 365 days in year.

H. ***SIGNATORY PER DAY FEE - TICKET COUNTER*** – F divided by G.

I. ***NONSIGNATORY PER DAY FEE - TICKET COUNTER (125%)*** – H times 125 percent.

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SECTION II – COST CENTERS

E.6 **Direct Cost Centers.** The Direct Cost Centers include, but are not limited to, those Cost Centers listed in **Exhibit E-4** below.

Exhibit E-4. Direct Cost Centers	
Cost Center	**Description of Area Included or Functional Activity**
Airfield	The Airfield Cost Center includes the portion of the Airport provided for the landing, taking off, and taxiing of aircraft, including runways, taxiways, approach and runway protection zones, safety areas, infield areas, landing and navigational aids, and land areas required by or related to aeronautical use of the Airports. This cost center also includes the aircraft aprons at the terminal.
Terminal	The Terminal Cost Center includes the Airport terminal passenger building and associated curbside entrance areas and adjoining landscaped areas.
Other	The Other Cost Center includes all portions of the Airport provided for areas outside of Airfield and Terminal cost centers. Costs associated with and allocated to the Other Cost Center will be recovered entirely with Airport funds.

E.7 **Indirect Cost Centers.** The Indirect Cost Centers are Cost Centers to which only Operation and Maintenance Expenses are assigned; no Revenues are attributable to the Indirect Cost Centers. The Indirect Cost Centers include, but are not limited to, those Cost Centers listed in **Exhibit E-5** below.

Exhibit E-5. Indirect Cost Centers	
Cost Center	**Description of Area Included or Functional Activity**
Airport Police	The Airport Police Cost Center includes all police and law enforcement functions of the Airport.
Parking	The Parking Cost Center includes all functions of the Airport related to the parking lots and garages.
Administrative	The Administrative Cost Center includes the administrative functions of the Airport.
Operations and Security	The Operations and Security Cost Center includes all function of the Airport related to general operations and security.
ARFF	The ARFF Cost Center includes all functions of operation at the Airport related to aircraft rescue and firefighting.
Indirect Costs	The cost center for Indirect Costs includes all additional miscellaneous expenses at the City related to the Airport's operation.

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E.8 Cost Center Allocations. Expenses for each Cost Center shall be allocated to the Direct Cost Centers as follows:

A. Airfield. Expenses for the Airfield Cost Center shall be allocated to Direct Cost Centers as presented below in **Exhibit E-6.**

Exhibit E–6. Airfield Allocation	
Cost Center	**Allocation**
Airfield	70%
Terminal	0%
Other	30%

B. Terminal. Expenses for the Airfield Cost Center shall be allocated to Direct Cost Centers as presented below in **Exhibit E-7.**

Exhibit E–7. Terminal Allocation	
Cost Center	**Allocation**
Airfield	0%
Terminal	100%
Other	0%

C. Airport Police. Expenses for the Airport Police Cost Center shall be allocated to Direct Cost Centers as presented below in **Exhibit E-8.**

Exhibit E–8. Airport Police Allocation	
Cost Center	**Allocation**
Airfield	25%
Terminal	65%
Other	10%

D. Parking. Expenses for the Parking Cost Center shall be allocated to Direct Cost Centers as presented below in **Exhibit E-9.**

Exhibit E–9. Parking Allocation	
Cost Center	**Allocation**
Airfield	0%
Terminal	0%
Other	100%

E. Administrative. Expenses for the Administration Cost Center shall be allocated to Direct Cost Centers based on each Direct Cost Center's proportionate share of operating expenses after allocation of all other indirect operating expenses.

F. Operations and Security. Expenses for the Operations and Security Cost Center shall be allocated to Direct Cost Centers based on each Direct Cost Center's proportionate share of operating expenses after allocation of all other indirect operating expenses.

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G. ARFF. Expenses for the ARFF Cost Center shall be allocated to Direct Cost Centers as presented below in **Exhibit E-10.**

Exhibit E–10. ARFF Allocation	
Cost Center	**Allocation**
Airfield	100%
Terminal	0%
Other	0%

H. Indirect Costs. Expenses for the Indirect Costs Cost Center shall be allocated to Direct Cost Centers based on each Direct Cost Center's proportionate share of operating expenses after allocation of all other indirect operating expenses.

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EXHIBIT F

Affiliate Identification and Requirements

Docusign Envelope ID: 597B3980-7D9B-835C-80B7-53411917FF36

EXHIBIT F: AFFILIATE IDENTIFICATION AND REQUIREMENTS

AIRLINE is affiliated with the following airlines:

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EXHIBIT G
Statistical Report

Docusign Envelope ID: 597B3980-7D9B-835C-80B7-53411917FF36

EXHIBIT G: MONTHLY STATISTICAL REPORT

AIRLINE NAME: _____ Month / Year: _____

Scheduled:	0
Charters/Diversions/Emerg:	0
TOTAL LANDINGS:	**0**

SCHEDULED

Aircraft Type	Maximum Landing Weight	Landings	Gross Weight	Rate: $_____ per 1,000 lbs
(enter aircraft type)	*(enter weight)*	*(enter #)*	0	0.00
			0	0.00
			0	0.00
			0	0.00
			0	0.00
Total		0	0	$0.00

CHARTERS / DIVERSIONS / EMERGENCIES

(enter aircraft type)	*(enter weight)*	*(enter #)*	0	0.00
			0	0.00
			0	0.00
			0	0.00
Total Charters/Diversions/Emergencies		0	0	$0.00
		Total Landing Weight	**0**	**$0.00**

ENPLANEMENTS

Passengers **(w/ Charters)** _____
Mail (lbs.) _____
Cargo (lbs.) _____

DEPLANEMENTS

Passengers **(w/ Charters)** _____
Mail (lbs.) _____
Cargo (lbs.) _____

De-Ice (gallons) _____

docusign

Certificate Of Completion

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Certificate Pages: 2
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melissa.bailey@fedex.com
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Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
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Payment Events	**Status**	**Timestamps**

AI# 14599
Regular City Council Meeting **5. 17.**
09/22/2026:

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a Certificated Passenger Airline Operating Agreement and Terminal Building Lease, by and between the City of Lubbock and United Airlines, Inc., at Lubbock Preston Smith International Airport.

Item Summary

Airport staff have been negotiating a new airline agreement since April 2025. The current lease agreement expires on September 30, 2026. The term for the new agreement will be for five years, beginning October 1, 2026, and ending on September 30, 2031, with two, two-year options.

Rental space, rates, and charges for United Airlines include:

Preferential Use Premises	
Ticket Counter and Office Space	1,657 square feet
Operations Ramp Space	2,235 square feet
Assigned Gates 2 and 3	4,706 square feet
Total Space	8,598 square feet

Joint Use Premises shared between Signatory Airlines	
Baggage Claim, Hold Rooms, and Concourse Circulation	59,038 square feet

United Airlines, Inc. share of joint-use space is approximately 17%.

Landing Fees are applied to every 1,000 pounds of the Maximum Gross Landing Weight (MGLW) of each aircraft.

The projected rates for Fiscal Year 2026-27 are:

Terminal Rental Rate	$48.77 per square foot per year
Signatory Landing Fee	$4.56 per 1,000 pounds MGLW

The terminal rental rate and landing fee are established to recover the cost of operations and maintenance, small capital expenditures, a small reserve requirement, covering debt service, and amortization of capital expenses.

The rental rate and landing fee rate will be determined each year, based on the Airport Fiscal Year Budget, as approved by the City Council. After each budget year, a settlement process will reconcile actual versus budgeted expenditures.

Airport staff and the Airport Advisory Board recommend approval of the Certificated Passenger Airline Operating Agreement and Terminal Building Lease with United Airlines, Inc.

Fiscal Impact

Estimated terminal rental revenue from United Airlines, Inc. for Fiscal Year 2026-27 is $1,003,443.

Estimated landing fee revenue from United Airlines, Inc. for Fiscal Year 2026-27 is $546,739.

Staff/Board Recommending

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

Attachments

Resolution - United Airlines, Inc.
United Airline Operating Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Texas home rule municipality, a Certificated Airline Operating Agreement and Terminal Building Lease in connection with the Lubbock Preston Smith International Airport, by and between the City of Lubbock and United Airlines, Inc., and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Airline Agreement (United Airlines, Inc.)
August 31, 2026

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

United Contract 186609

CERTIFICATED AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

for

Lubbock Preston Smith International Airport

By and between

City of Lubbock
Lubbock, Texas

AND

United Airlines, Inc.

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

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Exhibit B: Airline Premises

Exhibit C: Summary of Terminal Areas

Exhibit D: Responsibilities of CITY and AIRLINE for Operation and Maintenance of the Terminal

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Exhibit F: Affiliate Identification and Requirements

Exhibit G: Statistical Report

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CF8DE1B75

CERTIFICATED PASSENGER AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

THIS LEASE AGREEMENT, made this 22nd day of September, 2026, by and between the City of Lubbock, Texas, a municipal corporation organized and existing under the laws of the State of Texas, (hereinafter referred to as "CITY" or "City"), and United Airlines, Inc., a corporation incorporated under the laws of the State of Delaware, with its principal office at 223 S. Wacker Drive, 11th Floor, Chicago, IL 60606 (as hereinafter defined and referred to as "AIRLINE" or "Airline").

WITNESSETH

WHEREAS, CITY owns and operates Lubbock Preston Smith International Airport, located in Lubbock, Lubbock County, Texas, (hereinafter referred to as "Airport"); and

WHEREAS, AIRLINE is engaged in the business of air transportation of persons, property, cargo, small packages, and mail, and is certificated by the Federal Aviation Administration to provide such services through Lubbock Preston Smith International Airport; and

WHEREAS, AIRLINE desires to lease certain premises, use certain facilities, and acquire certain rights and privileges from CITY in connection with its use of the Airport, and CITY is willing to lease and grant the same to AIRLINE upon the terms and conditions hereinafter stated; and

WHEREAS, CITY and AIRLINE each certify that their corporation has the power and authority to enter into this Agreement; and

WHEREAS, AIRLINE and CITY agree to enter into this Agreement, specifying the rights and obligations of the parties with respect to the lease, use and occupancy or use of certain premises of the Airport by AIRLINE;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, CITY and AIRLINE do hereby mutually undertake, promise and agree, each for itself and its successors and assigns as follows:

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Article 1. DEFINITIONS

1.01 Affiliated Airline shall mean any Air Transportation Company that: (1) is a parent or subsidiary of Airline, a subsidiary of the parent of Airline or otherwise under common control with Airline; (2) shares an International Air Transport Association (IATA) code with Airline at the Airport; or (3) otherwise operates under essentially the same trade name as Airline or its parent or subsidiary at the Airport or uses essentially the same livery as Airline or its parent or subsidiary; provided that no "major" airline, as such term is defined by the FAA, shall be classified as an Affiliated Airline of another "major" airline unless either clause (1) or (3) above defines the relationship between such airlines at the Airport. A Signatory Airline must designate in writing to the CITY any Air Transportation Company that will be an Affiliated Airline of that Signatory Airline at the Airport. A Signatory Airline must also designate in writing to the City to terminate such Affiliated Airline status of an Air Transportation Company. Affiliated Airlines shall have the rights afforded Airline without payment of any additional charges or premiums, provided Airline (a) remains a Signatory Airline to this Agreement; (b) agrees to be billed for Affiliated Airline's activity at the Airport; and (c) agrees and shall be obligated to serve as a financial guarantor for all rentals, fees, and charges incurred by any Affiliated Airline of Airline at the Airport. Airline shall be responsible for any and all unpaid rentals, fees, and charges of any such Affiliated Airline while such Affiliated Airline operates at the Airport as an Affiliated Airline of Airline; provided however, Airline shall only be responsible for such payments as relate to any terminated Affiliated Airline's operations before such termination as an Affiliated Airline of Airline took effect. Termination as an Affiliated Airline of Airline will not occur until Airline notifies the City in writing and such termination will be effective as of the date of such notification.

1.02 Agreement shall mean this Certificated Passenger Airline Operating Agreement and Terminal Building Lease between CITY and AIRLINE, as the same may be amended, modified, or altered from time-to-time pursuant to the terms hereof.

1.03 Air Transportation Business shall mean that business operated by AIRLINE at the Airport for the commercial transportation by air of persons, property, mail, parcels, and/or cargo and all associated reasonable activities.

1.04 Air Transportation Company shall mean a legal entity engaged in the business of scheduled or non-scheduled commercial transportation by air of persons, property, mail, parcels, and/or cargo.

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1.05 Aircraft Parking Charge shall mean a fee assessed by the City for each aircraft parking operation that occurs on any portion of the Terminal Aircraft Apron located outside of an Air Transportation Company's Preferential Use Premises as designated in the Annual Rates and Charges Sheet.

1.06 Airfield shall mean those portions of the Airport provided for the landing, taking off, and taxiing of aircraft, including without limitation, approach and turning zones, aviation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith.

1.07 AIRLINE or Airline shall mean the Air Transportation Company executing this Agreement.

1.08 Airline Premises shall mean those areas in the Terminal leased to AIRLINE as Preferential Use Premises or Joint Use Premises, as defined herein, and shown in Exhibit B, attached hereto.

1.09 Airport shall mean Lubbock Preston Smith International Airport in Lubbock, Lubbock County, Texas, owned and operated by CITY, including all real property easements or any other interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by CITY.

1.10 Airport Affairs Committee (AAC) shall mean collectively the authorized representatives of each Signatory Airline that shall meet from time-to-time with representatives of CITY to receive information and provide input from/to the Signatory Airlines with regard to selected operation and development matters of the Airport.

1.11 Assigned Aircraft Parking Positions shall mean aircraft parking positions at the Airport that have been assigned by the Director of Aviation.

1.12 Amortization shall mean the amount to recover a Large Capital Expenditure which is not debt financed and shall be calculated based on the expected useful life of the Large Capital Expenditure with a rate of return equivalent to the City's cost of capital as of the date of Substantial Completion. Amortization will commence in the Fiscal Year immediately following date of Substantial Completion of any such Large Capital Expenditure.

1.13 Annual Rates and Charges Sheet shall mean the notification sent by the CITY to Airline prior to start of CITY's Fiscal Year for the Airport that includes a list of all rates and fees for the upcoming Fiscal Year.

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1.14 Assigned Gates shall mean Gates within the Terminal Building that have been assigned by the Director of Aviation to each Signatory Airline as identified in Exhibit B.

1.15 Aviation Department shall mean the Aviation Department of the City of Lubbock.

1.16 Bonds shall mean any bonds or other financing instrument or obligation of the CITY, issued for the purposes of improving the Airport, in which the Aviation Department is responsible for payment of the annual interest and principal associated with such bonds.

1.17 Capital Expenditure shall mean an expenditure made to acquire, purchase, or construct a single capital item or project for the purpose(s) of improving, maintaining, or developing the Airport.

1.18 Large Capital Expenditure shall mean a Capital Expenditure funded with more than $150,000 of CITY funds (excluding (i) proceeds from Bonds; (ii) proceeds from insurance resulting from casualty damage to or destruction of improvements on the Airport; (iii) federal or state grant funds; and (iv) Passenger Facility Charges (PFCs)).

1.19 Small Capital Expenditure shall mean a Capital Expenditure funded with $150,000 or less of CITY funds (excluding (i) proceeds from Bonds; (ii) proceeds from insurance resulting from casualty damage to or destruction of improvements on the Airport; (iii) federal or state grant funds; and (iv) (PFCs)).

1.20 Cargo Aircraft Aprons shall mean those areas of the Airport that are designated for the parking of cargo aircraft and support vehicles, and the loading and unloading of cargo aircraft, as shown in Exhibit B, attached hereto.

1.21 CITY or City shall mean the City of Lubbock, who has the ownership, custody, control, and management of the Airport.

1.22 Cost Centers shall mean those areas or functional activities of the Airport used for the purposes of accounting for Revenues, Operating and Maintenance (O&M) Expenses, O&M Expenses Reserve Requirement, Debt Service, Small Capital Expenditures and Amortization of Large Capital Expenditures, and for calculating and adjusting certain rentals, fees, and charges described herein, as they now exist or may hereafter be modified, changed, or developed, as more particularly described below:

1.22.1 Direct Cost Centers:

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1.22.1.1 Airfield Cost Center includes the Airfield, the Terminal Aircraft Aprons, and the Cargo Aircraft Aprons.

1.22.1.2 Terminal Cost Center includes the Terminal Building and associated curbside entrance areas and adjoining landscaped areas.

1.22.1.3 Other Cost Center includes all portions of the Airport outside of the Airfield and Terminal Cost Centers.

1.22.2 Indirect Cost Centers:

1.22.2.1 Administrative Cost Center includes the administrative functions of the Airport.

1.22.2.2 Airfield Maintenance Cost Center includes all maintenance functions of the Airport related to the Airfield, Terminal Aircraft Aprons, and Cargo Aircraft Aprons.

1.22.2.3 Aircraft Rescue and Fire Fighting (ARFF) Cost Center includes all rescue and firefighting functions at the Airport.

1.22.2.4 Airport Police Cost Center includes all police and law enforcement functions at the Airport.

1.22.2.5 Indirect Cost Center includes all additional miscellaneous expenses at the City related to the Airport's operation

1.22.2.6 Operations and Security Cost Center includes all functions of the Airport related to general operations and security.

1.22.2.7 Parking Cost Center includes all functions of the Airport related to the parking lots and garages.

1.23 Customer Facility Charge (CFC) shall mean the charge imposed by the City, which is collected and remitted by the Rental Car Agencies ("RACS"), upon a car rental customer arriving at the Airport and renting a vehicle and provided to the Airport for expenditure on car rental facilities improvements.

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1.24 Debt Service shall mean with respect to any series of Bonds, as of any particular date of computation and for any particular period or year, the aggregate amount required to be deposited during such period or year for interest and principal associated with such Bonds.

1.25 Deplaned Passenger shall mean any passenger disembarking an aircraft at the Terminal except for non-revenue passengers.

1.26 Director of Aviation shall mean the CITY's Director of Aviation or such other person designated by CITY to exercise functions with respect to the rights and obligations of CITY under this Agreement.

1.27 Enplaned Passenger shall mean any passenger boarding an aircraft at the Terminal except for non-revenue passengers, including any such passenger that previously disembarked from another aircraft of the same or a different Air Transportation Company or from the same aircraft previously operating under a different flight number.

1.28 Environmental Laws shall mean all applicable local, state, and federal laws, statutes, ordinances, rules, regulations, and orders, concerning or relating to the protection of human health and the environment, including, but not limited to, the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Solid Waste Disposal Act, 42 U.S.C. Section 6901, et seq., the Comprehensive Environmental Response; Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.

1.29 FAA shall mean the Federal Aviation Administration, or its authorized successor(s).

1.30 Fiscal Year shall mean the annual accounting period of CITY for its general accounting purposes which, at the time of entering into this Agreement, is the period of twelve consecutive months, ending with the last day of September of any year.

1.31 Gates shall mean those specific areas within the Terminal Building where passengers enplane and deplane aircraft.

1.32 Ground Handling Services shall mean services provided to an aircraft that prepares the aircraft for flight, such as the guiding and parking of aircraft, catering, loading and unloading of baggage, fuel arrangements, passengers, etc., and activities such as ticketing and check-in.

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1.33 Hazardous Material shall mean: (i) any petroleum or petroleum derived products, explosives, radioactive materials, asbestos in any form, urea formaldehyde foam insulation, polychlorinated biphenyls, or radon gas; and/or (ii) any chemical, material, waste, pollutant, or substance defined, listed, classified, or otherwise regulated as "hazardous" or "toxic" under any applicable Environmental Laws.

1.34 Holdroom shall mean the seating area of the concourse at each Gate.

1.35 Joint Use Formula shall mean the formula used to allocate the cost of a Joint Use Premises as follows: (a) For each Scheduled Air Carrier whose annual Enplaned Passengers at the Airport equal or exceed two percent (2%) of total Airport Enplaned Passengers for the year, twenty percent (20%) of such cost shall be divided equally among such carriers, and eighty percent (80%) shall be allocated in proportion to the number of each such carrier's Enplaned Passengers using the Joint Use Premises during the month, relative to the total Enplaned Passengers of all such carriers using the Joint Use Premises during the month. (b) For each Scheduled Air Carrier whose annual Enplaned Passengers at the Airport are less than two percent (2%) of total Airport Enplaned Passengers for the year, one hundred percent (100%) of such cost shall be allocated among such Scheduled Air Carriers based on each Scheduled Air Carrier's share of Enplaned Passengers using the Joint Use Premises for that month. For purposes of this calculation, AIRLINE and its Affiliated Airlines shall be treated as a single Scheduled Air Carrier. The computation shall be adjusted, as applicable, to account for the addition or deletion of a Scheduled Air Carrier at the Airport.

1.36 Joint Use Premises shall mean that space in the Terminal Building used jointly by AIRLINE and other airlines, such as baggage claim areas as reflected in Exhibits B and C.

1.37 Landing Fee shall mean a fee per thousand pounds of the Maximum Gross Landed Weight of each type of AIRLINE's aircraft and shall be multiplied by the total of all Maximum Gross Landed Weight for all Revenue Landings of each type of aircraft landed at the Airport by AIRLINE. The calculation of the annual Landing Fee is set forth in Exhibit E.

1.38 Loading Bridge shall mean the enclosed, elevated structure, including all mechanical and electrical components, that connects the Terminal Building to an aircraft to facilitate the safe and efficient boarding and deplaning of passengers.

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1.39 Maximum Gross Landed Weight shall mean the maximum gross certificated landing weight in one-thousand-pound units for which each aircraft operated at the Airport by AIRLINE as certificated by the FAA or its successor.

1.40 Non-Signatory Airline shall mean any Air Transportation Company providing service at the Airport that has not signed this Agreement and is operating under the terms of a separate agreement that has terms that are not more favorable to this Agreement. Non-Signatory Airlines shall pay Non-Signatory rates, fees and charges presented in Exhibit E, which shall include a premium equal to one hundred twenty-five percent (125%) of the Signatory Airlines' rates, fees, and charges.

1.41 Operation and Maintenance Expenses (O&M Expenses) shall mean expenses paid or accrued for the operation, maintenance, and ordinary current repairs of the Airport and shall include, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the CITY relating solely to the Airport, including engineering, architectural, legal, airport consultants, accounting fees and expenses and such other reasonable current expenses as shall be in accordance with sound accounting practice. O&M Expenses shall not include any allowance for depreciation or renewals or replacements or obsolescence of capital assets of the Airport, or any operation and maintenance expenses of special purpose facilities buildings where the lessees thereof are obligated to pay such operation and maintenance expenses.

1.42 O&M Expenses Reserve Requirement shall mean an amount equal to twenty-five percent (25%) of the annual O&M Expenses for the current Fiscal Year less an amount equal to twenty-five percent (25%) of the O&M Expenses for the previous Fiscal Year.

1.43 Passenger Facility Charge (PFC) shall mean the fees authorized by 49 USC 40117 and regulated by 14 CFR Part 158 as such statute and regulations currently exist or as they may be amended during the Term of this Agreement.

1.44 Per Day Fee – Aircraft Gate shall mean a charge assessed by the City for each use of an unassigned aircraft Gate calculated as shown in Exhibit E. The Per Day Fee – Aircraft Gate will include use of the Holdroom, Loading Bridge, pre-conditioned air, and 400 Hertz systems. The Per Day Fee – Aircraft Gate shall not apply to the use of areas within the Terminal Building that are included in an Air Transportation Company's Preferential Use Premises pursuant to this Agreement with the City. The location of the aircraft Gate to be used on a per-day basis will be assigned by the Director of Aviation. Any Air Transportation Company utilizing an unassigned aircraft Gate will pay no more than one Per Day Fee

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– Aircraft Gate per calendar day, however, Air Transportation Company may be subject to additional charges as reflected in Section 5.04 (A).

1.45 Per Day Fee – Operations shall mean a charge assessed by the City for each use of unassigned operations space calculated as shown in Exhibit E. The location of the operations space to be used on a per-day basis will be assigned by the Director of Aviation. Any Air Transportation Company utilizing unassigned operations space will pay no more than one Per Day Fee – Operations per calendar day.

1.46 Per Day Fee – Ticket Counter shall mean a charge assessed by the City for each use of an unassigned ticket counter calculated as shown in Exhibit E. The location of the ticket counter to be used on a per-day basis will be assigned by the Director of Aviation. Any Air Transportation Company utilizing an unassigned ticket counter will pay no more than one Per Day Fee – Ticket Counter per calendar day.

1.47 Preferential Use Premises shall mean those portions of the Terminal and Terminal Aircraft Aprons assigned to AIRLINE, as shown in Exhibit C, attached hereto, to which AIRLINE shall have priority over other users.

1.48 Public Space shall mean all utility rooms, duct ways, janitorial rooms and closets, stairways, hallways, elevators, escalators, entranceways, public or common use lobbies and areas, public toilet areas and other areas used for the operation, maintenance or security of the Terminal, even if used solely by CITY.

1.49 Rates shall mean the Landing Fee rate, the Terminal Rental Rate, and Per Day Fee(s), and are calculated in Exhibit E.

1.50 Revenue Landing shall mean any aircraft landing by AIRLINE at the Airport for which AIRLINE receives revenue, including training flights and diversions by AIRLINE, but excluding any flight, that after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.

1.51 Revenues shall mean income accrued by CITY in accordance with generally accepted accounting practices, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof, or the leasing or use thereof, but do not include PFCs.

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1.52 Rules and Regulations shall mean reasonable, lawful, and nondiscriminatory rules and regulations as may be established by the City for the Airport, and as may be amended from time to time.

1.53 Scheduled Air Carrier shall mean any Air Transportation Company performing or desiring to perform, pursuant to published schedules, seasonal or non-seasonal commercial air transportation services over specified routes to and from the Airport and holding the necessary authority from the appropriate federal or state agencies to provide such transportation.

1.54 Scheduled Landings shall mean all Revenue Landings at the Airport published by AIRLINE in either the Official Airline Guide or on AIRLINE's website.

1.55 Signatory Airline shall mean an Air Transportation Company that has executed an agreement with the CITY substantially similar to this Agreement, and either: 1) leases at least one Holdroom in the Terminal Building, and other space in the Terminal Building deemed sufficient by the Director of Aviation to support its operation; or 2) commits to pay an annual minimum financial amount equivalent to no less than the product of the annual Landing Fee multiplied by 71,000,000 pounds of landed weight.

1.56 Substantial Completion shall mean the date on which CITY's architects and/or engineers certify any premises, or project, at the Airport to be substantially complete as to permit use and occupancy by AIRLINE.

1.57 Term shall mean the period of time during which AIRLINE's activities at the Airport shall be governed by this Agreement. Said Term shall begin on the Effective Date, and, except as otherwise set forth herein, terminate on the date set forth in Article 2.

1.58 Terminal Building or Terminal shall mean the passenger terminal building and appending structures at the Airport.

1.59 Terminal Aircraft Aprons shall mean those areas of the Airport that are designated for the parking of commercial passenger aircraft and support vehicles, and the loading and unloading of passenger aircraft.

1.60 Terminal Rental Rate shall mean fees and charges imposed by City on a per square foot basis for the use of the Airline Premises. The calculation of the annual Terminal Rental Rate is set forth in Exhibit E.

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1.61 TSA shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

Words and phrases used in this Agreement but not defined herein shall have their usual and customary meaning.

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Article 2. TERM

2.01 Term. The Term of this Agreement shall be for five (5) years beginning on **OCTOBER 1, 2026** (hereinafter the "Effective Date") and ending **SEPTEMBER 30, 2031** (hereafter the "Term"), and the rentals, fees, and charges established in this Agreement shall apply to said Term regardless of the executed date of this Agreement.

2.02 Renewal Option. This Agreement shall renew automatically under the same terms and conditions for two (2) separate two-year periods effective October 1, 2031, and October 1, 2033, unless either party provides the other party with written notice one hundred twenty (120) days prior to the then current expiration date of its intent not to renew this Agreement.

2.03 Holding Over. Holding over by AIRLINE after the expiration of this Agreement without the consent of CITY shall not operate to extend or renew this Agreement. Any such holding over shall be construed as a tenancy from month-to-month, provided, however, that AIRLINE shall enjoy signatory rentals, rates and charges up to one (1) year after expiration of this Agreement or for such longer period during which good faith negotiations for a new agreement have been started, or as may be agreed in writing by the CITY and AIRLINE. Thereafter, upon thirty (30) days' advance written notice by the CITY, AIRLINE will pay non-signatory rentals, rates and charges until a new agreement is executed.

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Article 3. RIGHTS AND PRIVILEGES OF AIRLINE

3.01 AIRLINE Rights and Privileges. In addition to all rights granted elsewhere in this Agreement, AIRLINE shall have the right to use, in common with others so authorized by CITY, areas, other than areas leased preferentially to others, facilities, equipment, and improvements at the Airport for the operation of AIRLINE's Air Transportation Business and all activities reasonably necessary or incidental to such operations, including but not limited to:

A. The landing, taking off, flying over, taxiing, towing, and conditioning of AIRLINE's aircraft and, in areas designated by CITY, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of AIRLINE's aircraft and support equipment subject to Sections 3.01(E), 3.01(F), and 3.02(C), and to the availability of space, and subject to such reasonable charges and regulations as CITY may establish; provided, however, AIRLINE shall not permit the use of the Airfield by any aircraft operated or controlled by AIRLINE which exceeds the design strength or capability of the Airfield as described in the then-current FAA-approved Airport Layout Plan (ALP) or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

B. The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, freight, and express services, and reasonable and customary airline activities.

C. The training of personnel in the employ of or to be employed by AIRLINE and the testing of aircraft and other equipment being utilized at the Airport in the operation of AIRLINE's Air Transportation Business; provided, however, said training and testing shall be directly related, but incidental to the use of the Airport in the operation by AIRLINE of its Air Transportation Business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. CITY reserves the right to restrict or prohibit such training and testing operations which it deems to interfere with the use of the Airport, including excessive noise as reasonably determined by CITY.

D. The purchase at the Airport of fuels, lubricants, and any other supplies and services, from any person or company, subject to CITY's right to require that each provider of services and/or supplies to AIRLINE secures a permit from CITY to conduct such activity at the Airport, pays required fees, and

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abides by all reasonable rules and regulations established by CITY. No discriminatory limitations or restrictions shall be imposed by CITY that interferes with such purchases; provided, however, nothing herein shall be construed to permit AIRLINE to store aviation fuels at the Airport. The granting of the right to store aviation fuels shall be subject to the execution of a separate agreement between AIRLINE or Airline Fuel Facility Corporation and CITY.

E. The servicing by AIRLINE or its suppliers of aircraft and other equipment being utilized at the Airport by AIRLINE on the Terminal Aircraft Aprons or such other locations as may be designated by the Director of Aviation.

F. The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by CITY at Terminal Aircraft Aprons or such other locations as may be designated by the Director of Aviation; provided AIRLINE shall not use Terminal Aircraft Aprons immediately adjacent to the passenger Terminal to load or unload all-cargo aircraft unless otherwise authorized in writing by CITY.

G. The provision, either alone or in conjunction with other Air Transportation Companies or through a nominee, of skycap service for the convenience of the public, at no cost to CITY.

H. The installation and maintenance, at AIRLINE's sole cost and expense, of identifying signs in AIRLINE's Preferential Use Premises. Installation shall be subject to the prior written approval of the Director of Aviation. The general type and design of such signs shall be in compliance with CITY's rules and regulations regarding tenant signage. All identifying signage previously approved by the Director and installed as of the Effective Date is deemed to be approved. Signage will not be permitted in areas other than AIRLINE's Preferential Use Premises.

I. The installation, maintenance, and operation, at no cost to CITY, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment, and facilities on AIRLINE's Preferential Use Premises as may be necessary or convenient for the operation of its Air Transportation Business; provided, however, that except for equipment and facilities already in place, such installations shall be subject to the prior written approval of the Director of Aviation. Prior to any written approval, AIRLINE shall provide the Director of Aviation with all reasonably necessary supporting documentation related to such installations. Installation, maintenance, and operation, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment, and facilities will not be permitted in areas other than AIRLINE's

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Preferential Premises.

J. Such rights of way as may reasonably be required by AIRLINE for communications, computer equipment, teletype, telephone, interphone, conveyor systems and power, and other transmission lines in AIRLINE's Preferential Use Premises, subject to the availability of space and/or ground areas as determined by the Director of Aviation. AIRLINE shall provide CITY with an engineer's or architect's drawing depicting the routing of such cabling for approval by CITY prior to engaging in any such work. CITY reserves the right to require the execution of a separate agreement between CITY and AIRLINE for the lease and use of such space and/or ground area outside Terminal areas or to provide such service directly to AIRLINE.

K. The installation of personal property, including furniture, furnishings, computers, supplies, machinery, equipment, computers, and supplies in AIRLINE's Preferential Use Premises as AIRLINE may deem necessary, useful or prudent for the operation of its Air Transportation Business. Title to such personal property shall remain with AIRLINE, subject to the provisions of this Agreement. Installation of personal property, including furniture, furnishings, computers, supplies, machinery, equipment, computers, and supplies will not be permitted in areas other than AIRLINE's Preferential Premises.

L. The construction of modifications, finishes, and improvements in AIRLINE's Preferential Use Premises as AIRLINE may deem necessary or prudent for the operation of its Air Transportation Business.

M. AIRLINE shall have the right to ingress to and egress from the Airport and Airline Premises for AIRLINE's officers, employees, agents, and invitees, including passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property. Such right shall be subject to 49 CFR Part 1542, applicable laws, and the CITY's right in accordance with its applicable law to establish reasonable and nondiscriminatory Rules and Regulations and Operating Directives governing (i) the general public, including AIRLINE's passengers, and, (ii) access to non-public areas at the Airport by AIRLINE's employees, suppliers of materials, and furnishers of services; provided, however, any such Rules and Regulations and Operating Directives of CITY shall not (i) unreasonably interfere with the operation of AIRLINE's Air Transportation Business or (ii) be inconsistent with any express terms of this Agreement or with applicable federal regulations. CITY may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any roadway or access to the Airport, so long as a means of ingress and egress reasonably equivalent is concurrently made available to AIRLINE. AIRLINE hereby releases and discharges CITY from any

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and all claims, demands, or causes of action which AIRLINE may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

N. Subject to any restrictions in CITY's existing agreement with its food and beverage concessionaire, nothing in this paragraph shall prohibit AIRLINE from (i) providing food and beverages, at AIRLINE's sole cost and expense, and (ii) providing under a separate agreement with CITY for its own flight kitchen located at the Airport for catering services to its passengers and crews for consumption aboard aircraft. AIRLINE shall not install vending machines of any type in its Airline Premises without obtaining written approval of the Director of Aviation, however, all vending machines previously approved by the Director and installed as of the Effective Date are hereby deemed to be approved.

O. The rights and privileges granted to AIRLINE pursuant to this Article 3 may be exercised on behalf of AIRLINE by other Signatory Airlines or contractors authorized by CITY to provide such services at the Airport, subject to the prior written approval of CITY and further subject to all laws, rules, regulations, fees, and charges as may be applicable to the activities undertaken.

P. AIRLINE may exercise on behalf of any other Air Transportation Company having an operating agreement or permit with CITY any of the rights granted AIRLINE herein, so long as AIRLINE is concurrently exercising those same rights in the operation of AIRLINE's own Air Transportation Business at the Airport, subject to other provisions of this Agreement with respect to CITY Rules and Regulations and Operating Directives for the Airport and provided AIRLINE notifies CITY of such arrangement.

3.02 Exclusions and Reservations.

A. Nothing in this Article 3 shall be construed as authorizing AIRLINE to conduct any business separate and apart from the conduct of its Air Transportation Business.

B. AIRLINE shall not knowingly interfere or cause interference with the use, operation, or maintenance of the Airport by CITY, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time-to-time at the Airport; and AIRLINE shall not knowingly engage in any activity prohibited by CITY's noise abatement procedures as implemented, amended, or supplemented from time-to-time.

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C. As soon as reasonably possible after release from proper authorities, AIRLINE shall remove any of its disabled aircraft from the Airfield or Terminal Aircraft Aprons, shall place any such disabled aircraft only in such storage areas as may be reasonably designated by the Director of Aviation, or at AIRLINE's discretion, to an off-Airport location, and shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by the Director of Aviation. In the event AIRLINE shall fail to remove any of its disabled aircraft as expeditiously as reasonably possible, CITY may, but shall not be obligated to, cause the removal of such disabled aircraft. CITY shall provide written notice to AIRLINE of its intent to cause removal of such disabled aircraft. AIRLINE shall pay to CITY, upon receipt of invoice, the costs incurred for such removal plus fifteen percent (15%). Nonpayment of such invoice shall be deemed an event of default of this Agreement.

D. AIRLINE shall not knowingly do or cause to be done anything, either by act or failure to act, that shall directly cause the cancellation or material violation of the provisions, or any part thereof, of any policy of insurance for the Airport. If AIRLINE shall do or cause to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, and which act or failure, in and of itself, causes a material increase in CITY's insurance premiums, AIRLINE shall promptly remedy such actions and/or pay the increase in premiums, upon written notice from CITY to do so and a reasonable opportunity to cure.

E. AIRLINE shall not maintain or operate in the Terminal or elsewhere at the Airport a cafeteria, restaurant, bar, or cocktail lounge for the purpose of selling food and beverages to the public or to AIRLINE's employees and passengers, except as may be permitted under Section 3.01(N), above.

F. CITY may, at its sole option, install or cause to be installed advertising and revenue generating devices, including vending machines, in Joint Use Premises provided, however, that such installations shall not unreasonably interfere with AIRLINE's operations authorized hereunder or substantially diminish the square footage contained in Airline Premises. CITY may also, at its sole option, install pay telephones in any part of the Terminal. CITY shall be entitled to reasonable access upon Airline Premises to install or service such telephones and devices.

G. The rights and privileges granted AIRLINE pursuant to this Article 3 shall be subject to any and all reasonable, lawful, and nondiscriminatory Rules and Regulations and Operating Directives established by CITY, as may be amended from time-to-time; provided, however, if any such Rules and Regulations and Operating Directives shall conflict with the express terms of this Agreement, the express terms of this Agreement shall control.

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H. AIRLINE may use any Airline Premises as office space provided that the primary functions to be performed at such office are directly related to the AIRLINE'S day-to-day operations at the Airport. CITY agrees that a de minimis amount of these functions may relate to other operations not including the AIRLINE'S day-to-day operations at the Airport.

I. Any and all rights and privileges not specifically granted to AIRLINE for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to CITY.

J. AIRLINE shall not conduct political activities on Airline Premises except as allowed by CITY in free speech designated areas within the Airport.

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Article 4. PREMISES

4.01 Terminal Building Space.

For the Term of this Agreement, AIRLINE shall lease or use the areas in the Terminal Building as shown in Exhibits B and C.

A. In the event that changes to Exhibits B or C are made to reflect changes in the leased premises of others, or to reflect other space changes in public-use and common-use areas, then in such event said revised exhibits may be substituted herein without the necessity for amendment of this Agreement. In the event of any changes to Exhibits B or C, CITY will provide thirty (30) days' advanced written notice to AIRLINE before the changes take effect. If the changes modify the current Fiscal Year Rates, AIRLINE will be permitted to comment on the changes prior to them being adopted. Revised Exhibits B and/or C will need to be dated and signed by an authorized representative of the CITY and the AIRLINE.

4.02 Gates and Aircraft Parking Positions.

A. Assigned Gates. Gates shall be assigned to Signatory Airlines and leased on a Preferential Use Premises basis in accordance with reasonable and non-discriminatory Aviation Department policy. Only Signatory Airlines are eligible for preferential Gate assignments. Gate assignments for each Signatory Airline are identified in Exhibit C.

AIRLINE will have the sole right to the use of Assigned Gates for scheduled and unscheduled flights. Use of an Assigned Gate shall include use of any existing podium, loading bridge and/or associated Gate facilities. AIRLINE may install additional Gate facilities at its own cost, subject to the approval of the Aviation Department, which shall not be unreasonably withheld, conditioned or delayed. Seating in the Gate area shall be available to all users of the Terminal Building regardless of AIRLINE association.

B. Unassigned Gates. Unassigned Gates are available for use by Signatory and Non-Signatory Airlines. Use of unassigned Gates shall be coordinated in advance with the Aviation Department. Airline shall be prepared at all times to move aircraft away from an unassigned Gate after completing the flight operation as requested by the Aviation Department. Airline will coordinate with

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the Aviation Department all aircraft parking at the Terminal Gates exclusive of Assigned Gates, and on the Terminal ramp. Approval for such use shall not be unreasonably withheld, conditioned or delayed. Use of unassigned Gates and ramp parking spots shall be subject to the fees and charges specified in Article 5.

C. Temporary Reassignment of Gates. The Aviation Department may re-assign Gates on a temporary basis to accommodate emergency or extraordinary situations. Such temporary reassignment shall be coordinated with AIRLINE as far in advance as practicable and shall be accomplished in a manner that has the least possible impact on AIRLINE's operation.

D. Permanent Reassignment of Gates. The Aviation Department reserves the reasonable right to permanently reassign Gates. Prior to making a decision regarding an involuntary Gate reassignment, the Director of Aviation shall consult with the affected airline or airlines. Once a decision has been made regarding an involuntary Gate reassignment, the Director of Aviation shall provide written notice of the decision to the affected airline or airlines and in the event the airline or airlines do not concur with the Director of Aviation's decision, such airline or airlines shall have thirty (30) days to appeal such decision to the Director of Aviation. In the event that the Director of Aviation does not change the decision regarding involuntary Gate reassignment after appeal, the decision may be appealed to the Lubbock Preston Smith International Airport Board at its first available regular meeting following notification of the reassignment by the Director of Aviation. The decision of the Lubbock Preston Smith International Airport Board will be final and binding on all parties. In the event of an involuntary Gate reassignment, the Aviation Department or instigating airline shall be responsible for all costs associated with the relocation of the affected airline or airlines, to include but not be limited to cost for relocating and reinstallation of podium, backwall, signage, telecommunication and technology, and associated operations area.

E. Termination of Gate Assignments. Subject to interruption in service resulting from events stipulated in Section 15.23, in the event that AIRLINE discontinues use of a Gate or Gates for scheduled airline service for more than thirty (30) consecutive days, the Aviation Department reserves the right to terminate such assignment(s) and reassign the Gate(s) at its discretion.

F. Aircraft Parking. AIRLINE shall be entitled to park aircraft at its Assigned Gates without prior coordination with the Aviation Department. AIRLINE shall be entitled to park aircraft at unassigned Gates on a first come/first served basis, subject to the advance coordination requirements outlined in Section 4.02(B) of this Agreement. Aircraft parking at all other locations on the Airport shall

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be approved by the Aviation Department on a case-by-case basis.

4.03 Employee Parking Facilities. AIRLINE shall, subject to reasonable and non-discriminatory charges as defined in Section 5.04(B), have the right to use the automobile parking facilities for its employees. Such facilities are located in an area designated by the Director of Aviation; however, such area(s) shall not be used for personal use such as vacation, or the long-term storage of vehicles and/or trailers. Long-term shall mean periods greater than two (2) weeks.

4.04 Construction and Airport Expansion and Inconvenience. Subject to the requirements of Section 4.02(E), CITY shall have the right, at such times as may be reasonable under the circumstances, to close, relocate, reconstruct, change, alter, or modify Airline's Premises and/or the means of access to Airline's Premises pursuant to this Agreement or otherwise, either temporarily or permanently for purposes of maintaining or constructing improvements, modifications, or expansions to the Terminal Building, including construction of capital improvements; provided, however, that CITY shall provide: (1) reasonable written notice of the construction activities to AIRLINE and (2) adequate means of ingress and egress for Airline's Premises or, in lieu thereof, alternate premises of comparable size and finish to the extent possible with adequate means of ingress and egress, and reimbursements as provided in Section 4.02(D).

4.05 Surrender of Airline's Premises.

A. Surrender of Airline's Premises. AIRLINE covenants and agrees that on expiration of the Term of this Agreement, or earlier termination as hereinafter provided, it will peaceably surrender possession of Airline's Premises leased hereunder in the condition in which they existed at the commencement of this Agreement, normal wear and tear, the express maintenance obligations of City set forth herein, and damage due to casualty excepted so long as the casualty is not due to the fault of Airline, its agents, employees, or representatives.

B. Removal of Trade Fixtures, Equipment and Personal Property. AIRLINE shall have the right, on expiration or early termination of this Agreement and within thirty (30) consecutive calendar days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property placed or installed by it at its expense, in, on, or about the Airport. AIRLINE shall not be entitled to remove permanent or non-trade fixtures without the advance written consent of CITY, which consent shall not be unreasonably withheld, conditioned or delayed.

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C. Removal Damages. In the event AIRLINE removes its trade fixtures and equipment and other personal property described in Section 4.05(B), and/or is allowed to remove its non-trade fixtures and removes such fixtures, AIRLINE shall repair any damage caused by such removal, reasonable wear and tear excepted. Removal and repair shall be at AIRLINE's expense.

D. Ownership of Trade Fixtures, Equipment and Personal Property Not Removed. In the event AIRLINE fails to remove its property within thirty (30) consecutive calendar days of the effective date of termination of this Agreement, or such other period of time agreed to in writing by the parties, CITY shall have the option of (1) removing and disposing of AIRLINE property at AIRLINE's expense; or (2) taking title to AIRLINE property.

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Article 5. RENTALS, FEES, AND CHARGES

5.01 General. AIRLINE shall pay CITY rentals for use of Airline Premises, and fees and charges for the other rights, licenses, and privileges granted hereunder during the Term of this Agreement. The rentals, fees, and charges payable by all Signatory Airlines for the Airfield and, with respect to the Terminal, the rentals, fees, and charges payable by Signatory Airlines leasing space in the Terminal, shall be as set forth in Exhibit E.

5.02 Landing Fees. AIRLINE shall pay monthly CITY fees for Revenue Landings for the preceding month. AIRLINE's Landing Fees shall be determined as the product of the Landing Fee rate for the period, as presented in Exhibit E, attached hereto, and AIRLINE's total Maximum Gross Landed Weight for the month. AIRLINE's total Maximum Gross Landed Weight for the month shall be determined as the sum of the products obtained by multiplying the Maximum Gross Landed Weight of each type of AIRLINE's aircraft by the number of Revenue Landings of each said aircraft during such month.

5.03 Terminal Rentals.

A. For the Term of this Agreement, AIRLINE's Terminal rentals shall be determined as the sum of AIRLINE's rentals for Preferential Use and Joint Use Premises. AIRLINE's rental payment for Preferential Use Premises shall be determined as the sum of the products obtained by multiplying the rental rate for the period, as presented in Exhibit E, by the amount of the corresponding type of space leased by AIRLINE as Preferential Use Premises as set forth in Exhibits B and C.

B. Total Terminal rentals for Joint Use Premises shall be calculated as the product of the Terminal rental rates for the period calculated in accordance with Exhibit E, and the amount of each category of Joint Use Premises. AIRLINE's share of the total Terminal rentals due each month for Joint Use Premises shall be determined in accordance with the Joint Use Formula.

C. For inclusion in the Joint Use Formula, AIRLINE shall include in its monthly report of Enplaned Passengers and Deplaned Passengers the total number of Enplaned Passengers and Deplaned Passengers handled or otherwise accommodated by AIRLINE for its Affiliated Airlines and other Air Transportation Companies handled by AIRLINE and not having an agreement with CITY that provides for the direct payment to CITY of appropriate charges for the use of Joint Use Premises.

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5.04 Other Fees and Charges.

A. CITY expressly reserves the right to assess and collect the following:

(1) Reasonable and non-discriminatory fees for services subject to the requirements of Section 3.01(P) provided by AIRLINE to Air Transportation Companies that are not Signatory Airlines or to AIRLINE by Air Transportation Companies that are not Signatory Airlines subject to requirements of Section 3.01(O) of this Agreement, if such services or concessions would otherwise be available from a concessionaire or licensee of CITY.

(2) Pro rata shares of any charges for the provision of any services or facilities which CITY is lawfully required or mandated to provide by any governmental entity (other than CITY acting within its proprietary capacity) having jurisdiction over the Airport.

(3) A fuel flowage fee for fuel delivered to AIRLINE's aircraft. Prior to charging the AIRLINE a fuel flowage fee, the Director of Aviation shall consult with AIRLINE. In the event that AIRLINE does not concur with the fee, the decision may be appealed to the Lubbock Preston Smith International Airport Board at its first available regular meeting following notification of the fee assessment. The decision of the Lubbock Preston Smith International Airport Board will be final and binding on all parties.

(4) An aircraft parking charge for aircraft remotely parked for extended periods of time (more than 24 hours) and away from the Terminal Aircraft Aprons.

(5) An aircraft parking charge for aircraft parked remotely overnight away from the Terminal Aircraft Aprons.

(6) Additional charges for extraordinary usage of electricity or other utilities, facilities, or services provided at the Airport that are greater than the basic utilities, facilities, or services provided that are included in the normal rental rates and Landing Fees.

(7) CITY shall have the right to assess and collect Passenger Facility Charges in

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accordance with applicable laws and regulations. Proceeds of Passenger Facility Charges shall be used for projects which have been approved through the procedures established by the FAA.

B. CITY reserves the right to charge AIRLINE or its employees a reasonable and non-discriminatory fee for the employee parking area(s) provided at the Airport and for issuance of Airport identification badges required by 49 CFR Part 1542 of Federal Aviation Regulations.

C. AIRLINE shall pay its proportionate share of all applicable sales, use, intangible and ad valorem taxes of any kind, against Airline Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from AIRLINE's occupancy or use of Airline Premises whether levied against AIRLINE or CITY. AIRLINE shall also pay its proportionate share of any other taxes or assessments against Airline Premises or leasehold estate created herein. CITY agrees to immediately forward to AIRLINE any notices of such taxes and assessments due upon receipt of same.

5.05 Information to be Supplied by AIRLINE.

A. Not later than ten (10) days after the end of each month, AIRLINE shall file with CITY separate written reports on forms provided by CITY and included as samples in Exhibit G, attached hereto, for activity conducted by AIRLINE during said month, and for activity handled by AIRLINE for each Air Transportation Company not having an agreement with CITY providing for its own submission of activity data to CITY. Such activity reporting shall include, but not be limited to (1) AIRLINE's total number of aircraft arrivals for the month by type of aircraft, the Maximum Gross Landed Weight of each aircraft and the total landed weight for the month; (2) total number of Enplaned and Deplaned Passengers, including connecting passengers; (3) the amount of enplaned and deplaned cargo (mail, freight, and express – in pounds) for such month; and (4) the amount of de-ice fluid (in gallons) for such month.

B. CITY shall have the right to rely on said activity reports in determining rentals and charges due hereunder. AIRLINE shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate activity reports shall be subject to charges as set forth in Section 5.06(E) and (F).

C. AIRLINE shall at all times maintain and keep records reflecting the activity statistics of AIRLINE's activities at the Airport to be reported pursuant to Article 5. Such records shall be retained

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by AIRLINE for a period of three (3) years subsequent to the activities reported therein, or such other retention period as set forth in federal regulations, and upon prior written notice to AIRLINE shall be made available at Lubbock, Texas for audit and/or examination by CITY or its duly authorized representative during all normal business hours. AIRLINE shall produce such books and records at Lubbock, Texas within thirty (30) calendar days of CITY's notice to do so or pay all reasonable expenses, including but not limited to transportation, food, and lodging, necessary for an auditor selected by CITY to audit said books and records.

D. The cost of audit, with the exception of the aforementioned expenses, shall be borne by CITY; provided, however, the total out-of-pocket cost of said audit shall be borne by AIRLINE if either or both of the following conditions exist:

(1) The audit reveals an underpayment of more than ten percent (10%) in aggregate of rentals, fees, and charges due on an annual basis hereunder, as determined by said audit;

(2) AIRLINE has failed to maintain true and complete records in accordance with Section 5.05(C).

E. Whenever AIRLINE or airlines handled by AIRLINE or a ground handling services company add or delete service or adjust the times of flight arrivals or departures, AIRLINE shall promptly provide CITY with a new gate operations schedule no later than the twenty-fifth (25) day of the month on a monthly basis.

F. Airline shall update and display the most current times for LBB departures and arrivals on the CITY's Flight Information Display System, as well as at Airline operated systems such as ticket counter and gate podiums.

5.06 Payments.

A. Payments of one-twelfth (1/12) of the total annual rentals for AIRLINE's Preferential Use Premises shall be due in advance, without demand or invoice, on the first day of each month. Said rentals and charges shall be deemed delinquent if payment is not received by the tenth (10) day of the month.

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B. Payment of AIRLINE's Landing Fees shall be due twenty-five (25) days from CITY's issuance of invoice.

C. Payment for Joint Use Premises shall be due twenty-five (25) days from CITY's issuance of invoice.

D. Payment for all other fees and charges due hereunder, shall be due twenty-five (25) days from CITY's issuance of invoice.

E. CITY shall provide notice of any and all payment delinquencies, including payments of any deficiencies which may be due as a result of CITY's estimates of activity pursuant to Section 5.06(F) below, or due to an audit performed pursuant to Section 5.05(C), herein; provided, however, interest at a rate of five percent (5%) annually shall accrue against any and all delinquent payment(s) from the due date until the date payments are received by CITY. This provision shall not preclude CITY from canceling this Agreement for default in the payment of rentals, fees, or charges, or from exercising any other rights contained herein or provided by law.

F. In the event AIRLINE fails to submit its monthly activity reports as required in Section 5.05(A), CITY may assess to AIRLINE a penalty fee of Two Hundred Fifty Dollars ($250.00) for each day a report is past due. If AIRLINE fails to submit such monthly activity report as required in Section 5.06(A), CITY may calculate and invoice AIRLINE based on an estimated activity for the applicable period. Such estimate shall be determined using the highest single month of activity reported by AIRLINE during the preceding twelve (12) calendar months. The estimated activity shall be used for billing and reconciliation purposes until AIRLINE submits the required monthly activity report, at which time appropriate adjustments may be made.

G. In the event AIRLINE's obligations with respect to Airline Premises or rights, licenses, or privileges granted hereunder shall commence or terminate on any date other than the first or last day of the month, AIRLINE's rentals, fees, and charges shall be prorated on the basis of the number of days such premises, facilities, rights, licenses, services, or privileges were enjoyed during that month.

H. All payments due and payable hereunder shall be paid in lawful money of the United States of America, without set off, by check made payable to Lubbock Preston Smith International Airport and delivered to:

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Via U.S. Mail or Express Mail

Director of Aviation
Lubbock Preston Smith International Airport
5401 N. Martin Luther King Blvd.
Unit 389
Lubbock, TX 79403

Payment may be sent electronically to:

JP Morgan Chase New York
ABA #111000614
Bank Acct. #612972890

5.07 Security for Performance.

A. Unless AIRLINE or an Affiliated Airline has provided regularly scheduled flights to and from the Airport during the eighteen (18) months prior to the Effective Date of this Agreement without the occurrence of any act or omission that would have been an event enumerated in Section 12.01 of this Agreement, if this Agreement had been in effect during that period, and any such act or omission remains uncured, AIRLINE shall provide CITY on the Effective Date of this Agreement with a contract bond, irrevocable letter of credit or other similar security acceptable to CITY ("Contract Security") in an amount equal to the estimate of three (3) months' rentals, fees, and charges payable by AIRLINE (excluding PFCs) pursuant to this Article 5, to guarantee the faithful performance by AIRLINE of its obligations under this Agreement and the payment of all rentals, fees, and charges due hereunder. AIRLINE shall be obligated to maintain such Contract Security in effect until the expiration of twelve (12) consecutive months during which period AIRLINE commits no event enumerated in Section 12.01 of this Agreement. Such Contract Security shall be in a form and with a company reasonably acceptable to CITY and licensed to do business in the State of TEXAS. In the event that any such Contract Security shall be for a period less than the full period required by this Section 5.07(A) or if Contract Security shall be canceled, AIRLINE shall provide a renewal or replacement Contract Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation.

B. In the event CITY is required to draw down or collect against AIRLINE's Contract Security for any reason, AIRLINE shall, within ten (10) business days after CITY's written demand, take such action as may be necessary to replenish the existing Contract Security to its original amount (three months' estimated rentals, fees, and charges) or to provide additional or supplemental Contract

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Security from another source so that the aggregate of all Contract Security is equal to three months' estimated rentals, fees, and charges payable by AIRLINE pursuant to this Article 5.

C. In addition to the foregoing, upon the occurrence of any AIRLINE act or omission that is an event enumerated in Section 12.01, or upon AIRLINE's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984 or any successor statute, as such may be amended, supplemented, or replaced, CITY, by written notice to AIRLINE given at any time within ninety (90) days of the date such event becomes known to CITY, may impose or reimpose the requirements of Section 5.07(A) on AIRLINE. In such event, AIRLINE shall provide CITY with the required Contract Security within ten (10) days from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until the expiration of a period of twelve (12) consecutive months during which AIRLINE commits no additional event enumerated in Section 12.01 or the termination of bankruptcy proceedings, whichever is later.

D. If AIRLINE shall fail to obtain and/or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate cancellation of this Agreement pursuant to Section 12.01. CITY'S rights under this Section 5.07 shall be in addition to all other rights and remedies provided to CITY under this Agreement.

E. AIRLINE and CITY agree that this Agreement constitutes an 'executory contract' for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 USC) subject to assumption or rejection, and subject to the terms and conditions of assumption or rejection, as provided in said Section 365. Furthermore, AIRLINE and CITY agree that any Contract Security provided by AIRLINE are not 'property of the estate' for purposes of Section 541 of the United States Bankruptcy Code (Title 11 USC), it being understood that any Contract Security is property of the third party providing it (subject to CITY's ability to draw against the Contract Security) and that all PFCs collected by AIRLINE with respect to Enplaned Passengers at the Airport, are property of CITY.

5.08 No Further Charges. Except as provided in this Agreement, or as may be permitted by any governmental entity (other than CITY, acting within its proprietary capacity) having jurisdiction over the Airport, no further rentals, fees, or charges shall be charged against or collected from AIRLINE, its passengers, its shippers and receivers of freight, its suppliers of material, its contractors or furnisher of services, by CITY, acting in its capacity as Airport proprietor, for the premises, facilities, rights, licenses, and privileges granted to AIRLINE herein.

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Article 6. CHANGES IN RATES FOR RENTALS, FEES, AND CHARGES

6.01 Annual Rate Changes.

No later than sixty (60) days prior to the end of each Fiscal Year, CITY shall, in writing, notify AIRLINE of the proposed Annual Rates and Charges Sheet for the ensuing Fiscal Year. Said rates shall be determined and presented to AIRLINE in conformance with the methods and format set forth in Exhibit E, attached hereto.

The Signatory Airlines through the AAC shall have the right to review and comment upon the proposed operating and capital budget and proposed Annual Rates and Charges Sheet. No later than thirty (30) days after the forwarding of the proposed schedule of rates for rentals, fees, and charges, and at the request of one or more of the Signatory Airlines, CITY agrees to meet with the AAC at a mutually convenient time for the purpose of discussing such rentals, fees, and charges. In advance of said meeting, CITY shall make available to the AAC any reasonably requested additional information relating to the determination of the proposed rates. CITY agrees to fully consider the comments and recommendations of the Signatory Airlines prior to finalizing its schedule of rates for rentals, fees, and charges for the ensuing Fiscal Year.

Following said meeting and upon approval by the City of Lubbock City Council, but prior to the end of the then current Fiscal Year, CITY shall notify AIRLINE in writing of the Rates for rentals, fees, and charges to be established for the ensuing Fiscal Year, which notifications shall include AIRLINE's monthly fixed costs.

If calculation of the new rates for rentals, fees, and charges is not completed by CITY or not given on or prior to the end of the then current Fiscal Year, the rates for rentals, fees, and charges then in effect shall continue to be paid by AIRLINE until such calculations are concluded and such notice is given. Upon the completion of such calculations and the giving of such notice, CITY shall determine the difference(s), if any, between the actual rentals, fees, and charges paid by AIRLINE to date for the then current Fiscal Year and the rates for rentals, fees, and charges that would have been paid by AIRLINE if said rates had been in effect beginning on the first day of the Fiscal Year. Said differences shall be applied to the particular rentals, fees, or charges for which a difference(s) in rates resulted in an overpayment or underpayment, and shall be remitted by AIRLINE or credited or refunded by CITY in the month immediately following the calculation of the new Fiscal Year rates and the giving of written

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notice to AIRLINE by CITY. CITY shall use its best efforts to finalize its budget on a timely basis.

6.02 Other Rate Changes.

Rates for rentals, fees, and charges may be changed if unaudited monthly CITY financial data indicates that total rentals, fees, and charges payable pursuant to the then current rate schedules are reasonably estimated and anticipated by CITY to increase or decrease by more than ten percent (10%) from the total rentals, fees, and charges that would be payable based upon the use of the monthly financial data then available for said Fiscal Year.

6.03 Incorporation of Exhibit E.

Adjustments to rates for rentals, fees, and charges but not the methodology of calculating them shall apply without the necessity of formal amendment of this Agreement. Upon each adjustment pursuant to this Article 6, a revised Exhibit E, showing the calculation of adjusted rates for rentals, fees, and charges, shall be prepared by CITY and transmitted to AIRLINE. Said exhibit shall then be deemed part of this Agreement without formal amendment thereto.

6.04 Settlement.

Within one hundred eighty (180) days following the close of each Fiscal Year, or as soon as audited financial data for said Fiscal Year is available, rates for Landing Fees and Terminal Rentals for the preceding Fiscal Year shall be recalculated using audited financial data and the methods set forth in this Agreement. Upon the determination of any difference(s) between the actual Landing Fees and Terminal Rentals paid by Signatory Airlines (including Affiliated Airlines) during the preceding Fiscal Year and the Landing Fees and Terminal Rentals that would have been paid by Signatory Airlines (including Affiliated Airlines) using said recalculated rates, City shall, in the event of overpayment, promptly credit to Airline the amount of such overpayment, reduced by any accounts receivable due City greater than sixty (60) days, and in the event of underpayment, invoice Airline for the amount of such underpayment. Said invoiced amount shall be due within thirty (30) days of invoice mailing date.

6.05 City Covenants.

A. CITY covenants that for purposes of assigning and allocating costs, it shall utilize generally accepted accounting practices utilized for airports operating as an enterprise fund, and include only

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those charges properly attributable to the Airport.

B. CITY shall operate the Airport in a manner so as to produce Revenues from concessionaires, tenants, and other users of the Airport of a nature and amount which would be produced by a reasonably prudent operator of an airport of substantially similar size, use, and activity, with due regard for the interests of the public, tenants and other users, subject to existing leases.

C. CITY, to the extent authorized by the laws governing CITY along with all applicable tax laws, will use its best efforts to use tax-exempt sources for financing the Airport and modifications and alterations thereto.

D. All rates and charges shall be at reasonable and non-discriminatory rates based on CITY's cost, as defined in this Agreement, of the facility or service provided to and used by AIRLINE.

E. Indirect and general administrative costs shall be allocated in a reasonable, transparent cost allocation formula calculated consistently for all Cost Centers .

6.06 Agreement to Consider Revenue Sharing

City agrees that prior to the end of the Term on September 30, 2031, and upon written request from AAC, the City shall provide within at least ninety (90) days of the written request, a presentation of projected net cash flows and the projected capital program for the next four years after the initial Term to examine the feasibility of a revenue sharing program.

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Article 7. OPERATION AND MAINTENANCE OF AIRPORT

7.01 General. CITY agrees that it will, with reasonable diligence, prudently develop, improve, and at all times maintain and operate with adequate, efficient and qualified personnel and keep the Airport in good repair including, without limitation, the Terminal Building, Loading Bridges, Terminal Apron and Airfield, and all appurtenances, facilities, and services now or hereafter connected therewith as the same relate to AIRLINE's air transportation system; will keep the Airport and its aerial approaches free from obstruction and interference for the safe and proper use thereof by AIRLINE; and will develop, maintain, and operate the Airport in all respects in a manner at least equal to the standards or rating established by the FAA and any other governmental agency having jurisdiction thereof, except for conditions beyond the control of CITY. In addition to the obligations of AIRLINE and CITY set forth in this Article 7, responsibilities for maintenance, cleaning, and operation of the Airport shall be as set forth in Exhibit D, attached hereto and made a part hereof.

7.02 Terminal Building.

A. CITY shall operate and maintain and keep in good condition and repair the Terminal Building, loading bridges and all additions, improvements, facilities, and other equipment now or hereafter provided by CITY at or in connection with the Terminal Building and loading bridges, except any improvements, facilities, and equipment constructed or installed by AIRLINE. CITY agrees in the event that an assigned loading bridge becomes inoperable during the Term of this Agreement, and CITY is unable to repair it within a reasonable amount of time, CITY will replace such loading bridge at its own cost, or reassign the loading bridge in accordance with Section 4.02(E).

B. CITY shall at all times maintain the public area of the Terminal Building in a neat, orderly, sanitary, and presentable condition, and shall keep such area adequately supplied, equipped (including directional signs), furnished, and decorated.

C. CITY shall supply or cause to be supplied appropriate and adequate equipment and maintenance for air conditioning, electrical power, ventilation, heat, water, and sewerage facilities for Terminal Building public use areas, AIRLINE's Preferential Use Premises and Joint Use Premises; adequate illumination in Joint Use Premises; and janitorial service in Terminal Building public use areas and Joint Use Premises. CITY shall maintain all access control system components including associated doors and gates.

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D. AIRLINE shall at all times keep its Preferential Use Premises and Joint Use Premises neat, orderly, sanitary, and presentable. AIRLINE shall pay for all extraordinary electric power and shall be responsible for relamping its Preferential Use Premises. AIRLINE shall furnish its own janitorial service for such Preferential Use Premises and shall cause to be removed at AIRLINE's own expense from such Preferential Use Premises all waste, garbage, and rubbish, and agrees not to deposit the same on any part of the Airport, except where designated by CITY in connection with collection for removal. AIRLINE shall, at its own expense, transport all refuse from temporary storage to designated depositories at locations on the Airport as established by CITY.

E. AIRLINE shall maintain the Terminal Aircraft Apron contiguous to its Assigned Gates and such other apron areas used by AIRLINE from time-to-time in a neat, clean, and orderly condition, free from litter, debris, refuse, petroleum products, or grease that may result from activities of its passengers, employees, agents, suppliers or contractors, and remove all oil and grease spillage, as is reasonably possible, that is attributable to AIRLINE's aircraft or equipment from its aircraft parking positions.

F. AIRLINE shall perform, at its sole expense, ordinary preventive maintenance and ordinary upkeep and repair of all facilities, personal property, trade fixtures, and equipment located in its Preferential Use Premises, excluding structural and roof repairs and including, but not limited to, electrical outlets, light ballasts, changing light bulbs and fixtures, plumbing fixtures, interior doors and windows, floor coverings, and ticket counters. Airline shall take reasonable measures to not impact or affect CITY systems such as access control, communications, and utilities. Airline will not change security measures outside of identified assigned lease areas such as lock cores and associated equipment.

7.03 CITY's Right to Inspect and Make Repairs. CITY, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right (upon reasonable advanced notice and/or with coordination with the AIRLINE, except in cases of emergency in which case no such notice or coordination shall be required, and at such times as may be reasonable under the circumstances and with as little interruption of AIRLINE's operations as is reasonably practicable) to enter upon the AIRLINE's Preferential Use Premises, accompanied by an authorized AIRLINE representative, if practicable, for the following purposes:

A. CITY shall have the right, but not the obligation, to inspect such Preferential Use Premises to determine whether AIRLINE has complied and is in compliance with the terms and conditions of this Agreement. Such inspections shall not constitute an inspection for safety, fire protection or security purposes.

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B. Upon thirty (30) consecutive calendar days' written notice, to perform such maintenance, cleaning, or repair as CITY reasonably deems necessary, if AIRLINE fails to perform its obligations under this Article 7. CITY shall be entitled to recover the reasonable cost of such maintenance, cleaning, or repair from AIRLINE, plus a fifteen percent (15%) administrative charge from AIRLINE on the next rent date.

7.04 Alterations and Improvements.

A. Alterations and Improvements. AIRLINE shall make no alterations, additions, improvements to, or installations on Airline's Premises under this Agreement without the prior written approval of Director of Aviation; provided that such approval shall not be unreasonably withheld, conditioned or delayed. Plans and specifications for such work shall be filed with and subject to the approval of the Director of Aviation and all work shall be done in accordance with applicable local ordinances and state law. Subject to Sections 4.05(B) and (C), all alterations and improvements to Airline's Premises inclusive of ticket counters shall become part of the realty and title shall vest with CITY upon completion of the installation or construction of such alterations and/or improvements. Removal of trade fixtures shall be allowed only pursuant to Sections 4.05(B) and (C).

B. Payment for Alterations and Improvements. AIRLINE shall be solely responsible for payment for all leasehold improvements made by AIRLINE.

7.05 Debts, Liens, Mortgages. AIRLINE shall pay promptly when due, all bills, debts and obligations incurred by AIRLINE in connection with its operations or activities on the Airport and shall not permit the same to become delinquent. AIRLINE shall not permit any mechanics' or materialmen's or any other lien to be attached to or be foreclosed upon Airline's Premises or improvements thereto. AIRLINE shall suffer no lien, mortgage, judgment or execution to be filed and remain undischarged against Airline's Premises or improvements thereon.

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Article 8. DAMAGE OR DESTRUCTION OF AIRLINE'S PREMISES

8.01 Minor Damage. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be partially damaged by fire or other casualty, but said circumstances do not render Airline Premises untenantable as reasonably determined by CITY the same shall be repaired to usable condition with due diligence by CITY as hereinafter provided. No abatement of rentals shall accrue to AIRLINE so long as Airline Premises remain tenantable.

8.02 Substantial Damage. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be so extensively damaged by fire or other casualty as to render any portion of said Airline Premises untenantable but capable of being repaired within a reasonable period of time, as reasonably determined by CITY, the same shall be repaired to usable condition with due diligence by CITY as hereinafter provided. If such repairs have not been completed by CITY within one hundred eighty (180) days of such damage, AIRLINE shall have the option to terminate this Agreement to the extent it is related to those facilities so damaged. In such case, the rentals payable hereunder with respect to AIRLINE's affected Airline Premises shall be paid up to the time of such damage and shall thereafter be abated equitably in proportion as the part of the area rendered untenantable bears to total Airline Premises until such time as such affected Airline Premises shall be restored adequately for AIRLINE's use. CITY shall use its best efforts to provide AIRLINE with alternate facilities acceptable to AIRLINE to continue its operation while repairs are being completed, at a rental rate not to exceed that provided for in this Agreement for comparable space; provided that Airline's rental fees shall in no event increase as a result of increased square footage unless Airline requests additional space.

8.03 Destruction. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Airline Premises not economically feasible to repair, as reasonably determined by CITY, CITY shall notify AIRLINE in writing within a period of sixty (60) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, CITY shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Airline Premises shall be paid up to the time of such damage and thereafter shall abate until such time as replacement or reconstructed space becomes available for use by AIRLINE.

In the event CITY elects to reconstruct or replace affected Airline Premises, CITY and AIRLINE will coordinate and agree on a reasonable schedule for reconstruction or replacement. CITY

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shall use its best efforts to provide AIRLINE with alternate facilities reasonably acceptable to AIRLINE to continue its operation while reconstruction or replacement is being completed at a rental rate not to exceed that provided for in this Agreement for comparable space.

In the event CITY elects to not reconstruct or replace affected Airline Premises, the agreement for the affected premises shall be terminated, and CITY shall meet and consult with AIRLINE on ways and means to permanently provide AIRLINE with adequate replacement space for affected Airline Premises. In such event, CITY agrees to amend this Agreement to reflect related additions and deletions to Airline Premises. If AIRLINE and CITY are unable to reach an agreement on providing adequate replacement space to AIRLINE, and the remaining tenantable portion of Airline Premises is not sufficient to permit AIRLINE to maintain its current operations at the Airport, AIRLINE may terminate this entire Agreement upon at least sixty (60) days advance written notice given after receipt by AIRLINE of CITY's notice of termination of the Agreement as to the damaged facilities.

8.04 Damage Caused By AIRLINE. Notwithstanding the provisions of this Article 8, in the event that due to the negligence or willful act or omission of AIRLINE, its employees, its agents, or licensees, Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Airline Premises. To the extent that insurance does not apply, coverage is denied, or the costs of repairs shall exceed the amount of any insurance proceeds paid to CITY by reason of such damage or destruction, AIRLINE shall pay to CITY the amount of CITY's cost to repair or rebuild the AIRLINE premises less the amount of the insurance proceeds paid to CITY.

8.05 CITY's Responsibilities. CITY shall maintain adequate, reasonable and customary levels of insurance with no less restrictive coverage than that provided by standard extended coverage endorsements on the "all risk" form, for the full replacement costs thereof as determined from time-to-time by the CITY's insurance consultant; provided, however, that CITY's obligations to repair, reconstruct, or replace affected premises under the provisions of this Article 8 shall in any event be limited to restoring affected Airline Premises to substantially the same condition that existed at the date of damage or destruction, including any subsequent improvements made by CITY, and shall further be limited to the extent of insurance proceeds and other funds available to CITY for such repair, reconstruction, or replacement; provided further that CITY shall in no way be responsible for the restoration or replacement of any equipment, furnishings, property, real improvements, signs, or other items installed and/or owned by AIRLINE in accordance with this Agreement, unless such damage is caused by negligence or willful act or omission of CITY, its officials, agents, contractors or employees acting within the course or scope of their employment.

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Article 9. INSURANCE AND INDEMNIFICATION

9.01 Indemnification. Except where, and to the extent, it is caused by the negligence or willful misconduct of CITY, or its agents, employees, contractors, non-airline tenants, officers or board of the CITY, AIRLINE and its Affiliated Airlines agree to protect, defend, reimburse, indemnify and hold CITY, its agents, employees, board members, and elected officers and each of them, free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages (including actually incurred and documented reasonable attorney's fees and costs, as well as fees and costs of consultants and experts reasonably and actually incurred and documented in connection with the indemnified incident) and causes of action of every kind and character, whether or not meritorious, by reason of any damage to property, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or in connection with AIRLINE's negligent performance under this Agreement, AIRLINE's or its officers, employees, agents, licensees, or contractors use or occupancy of the Airline Premises during the Term, AIRLINE's compliance with Title 49 CFR, Part 1542 requirements, AIRLINE's performance or non-performance hereunder or any breach of the terms of this Agreement by AIRLINE. Except where, and to the extent, it is caused by the negligence or willful misconduct of CITY, or its agents, employees, contractors, officers or board of the CITY , AIRLINE shall indemnify, save, hold harmless, reimburse and defend CITY, its officer, directors, employees, elected officials, and agents, its successors and assigns, individually or collectively, from and against any and all actions, all reasonable expenses, and any fines to the extent same arise from or directly result from the violation of any federal, state, or municipal laws, statutes, ordinances, or regulations, by AIRLINE, its officers, directors, agents, employees, licensees, successors and assigns. Provided, however, that upon the filing by anyone of a written claim with the CITY for damages arising out of incidents for which AIRLINE herein agrees to indemnify and hold the CITY harmless, the CITY shall promptly notify AIRLINE of such claim in writing and, in the event that AIRLINE does not settle or compromise such claim, then AIRLINE shall undertake the legal defense, with legal counsel reasonably approved by the CITY, of such claim both on behalf of AIRLINE and on behalf of the CITY. It is specifically agreed, however, that the CITY, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment rendered against the CITY for any cause for which CITY provided the required notice and for which AIRLINE is liable hereunder shall be conclusive against AIRLINE as to liability and amount upon the expiration of the time for appeal there from. AIRLINE recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by CITY in support of this indemnification in accordance with laws of the State of

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Texas. To the extent permitted by law, CITY shall indemnify, save, hold harmless, and defend AIRLINE, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to reasonable attorneys' fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property arising out of or resulting from CITY's failure to perform its obligations under this Agreement, except to the extent that such injury, death or damage is caused by the negligence or willful misconduct of AIRLINE, its officers, employees or agents. This clause shall survive the termination of this Agreement as to claims arising during the Term thereof. Compliance with the insurance requirements of this Article 9 shall not relieve AIRLINE of its liability or obligation to indemnify CITY as set forth in this Article 9.

Notwithstanding the foregoing or any other provision in this Agreement, the liability of the CITY, as set forth in this Article or otherwise set forth in this Agreement, is intended to be consistent with limitations of Texas law, including without limitation the State's waiver of sovereign immunity pursuant to Texas Statutes. No obligation imposed by this Agreement shall be deemed to alter said waiver or to extend the liability of the CITY beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the CITY may be entitled.

9.02 Insurance.

A. During the Term of this Agreement, AIRLINE shall provide, pay for and maintain with companies, reasonably satisfactory to CITY, the types of insurance described herein. All insurance shall be issued by responsible insurance companies reasonably acceptable by the CITY and eligible to do business in the State of Texas.

B. The insurance coverage and limits required shall be evidenced by providing City with properly executed certificates of insurance and applicable endorsements. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate. In addition, if reasonably requested, insurance policies shall be made available to CITY for review, but not for copying, at AIRLINE's offices, on a timely basis. The required policies of insurance shall be construed in accordance with the laws of the State of Texas.

C. If at any time CITY requests a written statement as to any impairments to the aggregate limit, AIRLINE shall promptly authorize and have delivered such statement to CITY. AIRLINE authorizes CITY and its insurance consultant to confirm with AIRLINE's insurance agents, and brokers

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all information furnished CITY, as to its compliance with its insurance requirements.

D. All required liability insurance coverages of AIRLINE shall be primary and non-contributory to any insurance or self-insurance program of CITY.

E. The acceptance of delivery to CITY of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or acceptance by CITY that the insurance requirements in this Agreement have been met.

F. No operations shall commence at the Airport unless and until the required insurance is in effect and the required certificates (s) of insurance has been approved by CITY.

G. The insurance coverages and limits required of AIRLINE and its Affiliates under this Agreement are designed to meet the minimum requirements of CITY. They are not designed as a recommended insurance program for AIRLINE. AIRLINE is responsible for insuring its real and personal property located at the Airport. AIRLINE, alone, shall be responsible for the sufficiency of its own insurance program and its Affiliates' programs. Should AIRLINE have any question concerning its exposures to loss under this Agreement, or the possible insurance coverages needed therefore, it should seek professional advice.

H. AIRLINE and CITY understand and agree that the minimum limits of the insurance herein required may from time-to-time become inadequate, and AIRLINE agrees that it will increase such minimum limits as reasonably required by CITY upon receipt of written notice. AIRLINE shall furnish CITY, within sixty (60) days of the effective date thereof, a certificate of insurance evidencing such insurance is in force for itself and its Affiliates.

I. AIRLINE's insurance companies or its authorized representative shall give CITY thirty (30) days prior written notice by regular mail of any cancellation, intent not to renew in any policy's coverage, except in the application of the Aggregate Limits Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have it reinstated. Said notices shall be sent to the addresses indicated in Article 15 of this Agreement.

J. Certificates of Insurance must be provided to CITY as soon as practical but no later than 30 days after coverage is effective but in every instance proof of insurance must be provided prior to commencement of operations by AIRLINE and its Affiliates and prior to expiration of current

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coverages. The wording of all policies, forms, and endorsements must be reasonably acceptable to the CITY.

(1) Workers Compensation – Policy shall include a waiver of subrogation.

(2) Liability Insurance – All policies (except Terrorism/War and Environmental) shall include a waiver of subrogation and City shall be named an additional insured on a primary and non-contributory basis

K. .Should at any time AIRLINE not, in the opinion of CITY's insurance consultant, provide or maintain the insurance coverages required in this Agreement, CITY may terminate or suspend this Agreement.

L. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers Compensation and Employer's Liability Insurance shall be maintained in force by AIRLINE during the Term of this Agreement for all employees engaged in the operations under this Agreement. AIRLINE shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, AIRLINE shall maintain said coverage throughout the term of this contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the AIRLINE maintains said coverage. Any termination of workers' compensation insurance coverage by AIRLINE or any cancellation or non-renewal of workers' compensation insurance coverage for the AIRLINE shall be a material breach of this contract. The policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock. The minimum limits of Workers' Compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Worker's Compensation	Texas Statutory
Employer's Liability	$1,000,000 Limit Each Accident $1,000,000 Limit Disease Aggregate $1,000,000 Limit Disease Each Employee

(2) Aviation Liability Insurance shall be maintained by AIRLINE for the life of this Agreement. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form

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Property Damage, Products and completed Operations Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The Completed Operations Coverage shall be maintained for a period of not less than two (2) years following final operations of AIRLINE under this Agreement. The limits of coverage shall not be less than:

Airlines Operating Aircraft with fifty (50) or more seats:

Bodily & Personal Injury	$250,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate
	$25,000,000 Aggregate sublimit for personal injury to non-passengers

Airlines Operating Aircraft with less than fifty (50) seats:

Bodily & Personal Injury	$25,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate

(3) Aircraft Liability Insurance shall be maintained by AIRLINE during the Term of this Agreement for all owned, non-owned, leased or hired aircraft, including passenger coverage. The limits of coverage shall not be less than:

Bodily & Personal Injury	$100,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate
	$25,000,000 Aggregate sublimit for personal injury to non-passengers

(4) Business Automobile Liability Insurance shall be maintained by AIRLINE during the Term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, leased or hired licensed vehicles. The limits of coverage shall not be less than:

Bodily & Personal Injury	$5,000,000 Combined Single Limit &

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	Property Damage Liability Each Occurrence & Aggregate

(5) Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required for the Airport Liability Policy, Aircraft Liability and the Business Automobile Liability Policy. The limits of coverage shall not be less than:

Umbrella or Excess Liability Policy	$100,000,000 Combined Single Limit Each Occurrence & Aggregate-Specific for this Agreement
	$200,000,000 Combined Single Limit Each Occurrence & Aggregate-Not Specific for this Agreement

Primary Liability Limits for the underlying Airport General Liability Coverage:

Bodily & Personal Injury	$10,000,000 Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate

(6) Terrorism/War coverage with a $25,000,000 limit

(7) With regard to Environmental Liability, AIRLINE must meet one of the following requirements:

a. AIRLINE may satisfy this requirement through self-insurance. Airline's self-insurance shall be evidenced by written certification on Airline's company letterhead, executed by an authorized officer or Airline's Risk Management Department, confirming that Airline maintains self-insurance for Environmental Liability with limits of not less than Five Million Dollars ($5,000,000) per occurrence and has the financial ability to respond to covered claims; OR

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b. AIRLINE may self-insure the Environmental Liability if AIRLINE complies with all state requirements. If Airline violates any aspect of its responsibilities as a self-insurer, the City reserves the right to, and may, in its sole discretion, immediately rescind acceptance of such self-insurance and Airline will be required to purchase Environmental insurance in the amount identified in Article 9.02.L (7) a and provide the City proof of such insurance within thirty (30) calendar days.

(8) Liquor Liability Coverage shall be maintained by AIRLINE for serving alcoholic beverages during the Term of this Agreement. The limits of coverage shall not be less than:

Liquor Liability Insurance	$1,000,000 per occurrence.

(9) Hangarkeeper's Liability Coverage shall be maintained by AIRLINE in an amount adequate to cover any non-owned property in the care, custody, and control of AIRLINE on the Airport during the Term of this Agreement. The limits of coverage shall not be less than:

Hangarskeeper's Liability Coverage	$5,000,000 per occurrence.

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Article 10. TRANSFER OF AIRLINE'S PREMISES BY ASSIGNMENT OR SUBLETTING

10.01 General. AIRLINE, except to assign or sublet to an Affiliated Airline (or except as otherwise provided in Section 10.02), shall not assign, transfer, convey, sell, mortgage, pledge or encumber (hereinafter collectively referred to as "assignment") or sublet Airline's Premises without the advance written approval of CITY, which approval shall not be unreasonably withheld, conditioned or delayed. If AIRLINE fails to obtain advance written approval of any such assignment or sublease, CITY, in addition to the rights and remedies set forth in Article 12, shall have the right to refuse to recognize such agreement, and the assignee or sublessee shall acquire no interest in this Agreement or any rights to use Airline's Premises.

10.02 CITY Approval of Assignments. Notwithstanding the foregoing, this Section shall not be interpreted to preclude the assignment, in whole or in part, of this Agreement and AIRLINE's rights and obligations hereunder to a parent, subsidiary, merged company or any purchaser of all or substantially all of AIRLINE's assets if such parent, subsidiary, merged company or any purchaser of all or substantially all of AIRLINE's assets continues, after such assignment, to conduct an air transportation business at the Airport and assumes all rights and obligations consistent with the provisions of this Agreement. Written notice of such assumption shall be provided by the parent, subsidiary, merged company or any purchaser of all or substantially all of AIRLINE's assets thirty (30) consecutive calendar days after the effective date of such assignment.

10.03 CITY Approval of Subleases. It shall not be unreasonable for CITY to disapprove or condition a sublease of Airline's Premises under any or all of the following circumstances, among others:

A. If the sublessee is an Air Transportation Company other than an Affiliated Airline who is not, and is not willing to become, a Signatory Airline.

B. If a Signatory Airline is, in the determination of CITY, in need of Airline's Premises proposed to be subleased (where CITY's consent is otherwise required); provided, however, that such Signatory Airline is willing to take such Airline's Premises on substantially the same terms and conditions as proposed in the sublease and is willing to (i) provide AIRLINE with a reasonable security deposit not to exceed one month's rentals, fees, and charges and (ii) otherwise enter into a sublease agreement with Airline in form and substance reasonably acceptable to Airline.

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10.04 Reasons for Disapproval Not Comprehensive. The circumstances under which CITY may determine to disapprove or condition assignments and subleases set forth in this Article 10 are not intended to be a comprehensive list of all those which CITY may impose under this Article 10.

10.05 Method of Obtaining Approval. AIRLINE, when requesting an approval of an assignment or sublease required under this Article 10, shall include with its request a copy of the proposed agreement, if prepared, or a detailed summary of the material terms and conditions to be contained in such agreement. Any proposed agreement or detailed summary thereof shall provide the following information: (1) Airline's Premises to be assigned or sublet; (2) the terms; (3) if a sublease, the rentals and fees to be charged; and (4) all material terms and conditions of the assignment or sublease CITY may reasonably require. If approved, AIRLINE shall submit a fully executed copy of such agreement to CITY within thirty (30) consecutive calendar days of its execution.

10.06 Administrative Charge. In the event AIRLINE is authorized by CITY to sublease any portion of Airline's Premises, AIRLINE may charge such sublessee, in addition to a reasonable charge for any services and AIRLINE-owned property provided by AIRLINE or actual costs other than rental costs incurred by AIRLINE, reasonable rentals not to exceed one hundred fifteen percent (115%) of AIRLINE's rental for such portion of Airline's Premises.

10.07 AIRLINE to Remain Liable. AIRLINE shall remain fully and primarily liable during the Term of this Agreement for the payment of all of the rental due and payable to CITY for the Airline's Premises that are subject to a sublease under this Article 10, and fully responsible for the performance of all the other obligations hereunder, unless otherwise agreed to by CITY.

10.08 CITY Determination of Type of Agreement. CITY shall have the right to examine the terms of any agreement or arrangement submitted to it for approval pursuant to this Article 10 and determine whether such agreement or arrangement is most appropriately characterized as an assignment or sublease, regardless of AIRLINE's characterization of such agreement or arrangement.

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Article 11. RELINQUISHMENT OF AIRLINE'S PREMISES

11.01 Notice of Intent to Relinquish Airline's Premises. In the event AIRLINE desires to relinquish any of Airline's Premises, AIRLINE shall provide written notice to CITY thirty (30) consecutive calendar days in advance of such relinquishment and shall identify in such notice all areas it wishes to relinquish. CITY shall make its best efforts to lease such areas to another airline, to the extent the proposed relinquished Airline's Premises are suitable for another airline.

11.02 Non-Waiver of Responsibility. AIRLINE shall continue to be solely responsible pursuant to this Agreement for the payment of all rentals, fees, and charges related to Airline's Premises until another airline commences payment for the relinquished part of Airline's Premises as provided in Section 11.03.

11.03 Reduction of Rent, Fees, and charges. AIRLINE's rentals, fees, and charges related to that portion of Airline's Premises taken by another airline, pursuant to such airline's agreement with CITY, shall be reduced in the amount of the rentals, fees, and charges payable by such other airline. This reduction shall begin only when the new airline that contracts with CITY for its use of the relinquished part of Airline's Premises begins payment for such relinquished part of Airline's Premises.

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Article 12. CANCELLATION BY CITY

12.01 Events of Default The events described below shall be deemed events of default by AIRLINE hereunder:

A. Upon the occurrence of any one of the following events of default, CITY may give thirty (30) days' written notice of the default and an opportunity to cure such default as provided in Section 12.03.

(1) The conduct of any business or performance of any acts at the Airport not specifically authorized herein or by other agreements between CITY and AIRLINE, and said business or acts do not cease within thirty (30) days of receipt of CITY's written notice to cease said business or acts.

(2) The failure to cure a default in the performance of any of the terms, covenants, and conditions required herein (except Contract Security requirements, insurance requirements, and payment of rentals, fees, and charges, all as provided for in Section 12.01(B) within thirty (30) days of receipt of written notice by CITY to do so; or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by AIRLINE of written demand from CITY to do so, AIRLINE fails to commence the remedying of such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. AIRLINE shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default, and that such default will be cured within a reasonable period of time.

(3) The failure by AIRLINE to remit PFCs in accordance with Article 15.

B. Upon the occurrence of any one of the following events of default, CITY may immediately issue written notice of default.

(1) The failure by AIRLINE to pay any part of the rentals, fees, and charges due hereunder and the continued failure to pay said amounts in full within thirty (30) days of

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CITY's written notice of payments past due. Provided, however, if a dispute arises between CITY and AIRLINE with respect to any obligation or alleged obligation of AIRLINE to make payments to CITY, payments under protest by AIRLINE of the amount due shall not waive any of AIRLINE's rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then CITY shall promptly reimburse AIRLINE any amount determined as not due plus interest on such amount at the lesser of one and one-half percent (1-1/2%) per month or the maximum permitted by law.

(2) The failure by AIRLINE to provide and keep in force Contract Security in accordance with Section 5.07.

(3) The failure by AIRLINE to provide and keep in force insurance coverage in accordance with Article 9.

(4) The appointment of a trustee, custodian, or receiver of all or a substantial portion of AIRLINE's assets.

(5) The divestiture of AIRLINE's estate herein by operation of law, by dissolution, or by liquidation, (not including a merger or sale of assets).

(6) The insolvency of AIRLINE; or if AIRLINE shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by AIRLINE of a voluntary petition of bankruptcy or the institution of proceedings against AIRLINE for the adjudication of AIRLINE as a bankrupt pursuant thereto.

(7) The abandonment by AIRLINE of the Airline Premises, or its conduct of business at the Airport; and, in this connection, suspension of operations for a period of sixty (60) days will be considered abandonment.

12.02 Continuing Responsibilities of AIRLINE. Notwithstanding the occurrence of any event of default, AIRLINE shall remain liable to CITY for all rentals, fees, and charges payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless CITY elects to cancel this

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Agreement, AIRLINE shall remain liable for and promptly pay all rentals, fees, and charges accruing hereunder until termination of this Agreement as set forth in Article 5 or until this Agreement is canceled by AIRLINE pursuant to Article 13.

12.03 CITY's Remedies. Upon the occurrence of any event enumerated in Sections 12.01(A) or (B), including applicable notice and cure periods, the following remedies shall be available to CITY:

A. 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, 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, the former shall control.

B. CITY may cancel this Agreement, effective upon the date specified in the notice of cancellation. For events enumerated in Section 12.01(A), such date shall be not less than thirty (30) days from said notice. Upon such date, AIRLINE shall be deemed to have no further rights hereunder and CITY shall have the right to take immediate possession of AIRLINE's Airline Premises.

C. CITY may reenter the Airline Premises and may remove all AIRLINE persons and property from same upon the date of reentry specified in CITY's written notice of reentry to AIRLINE. For events enumerated in Section 12.01(A), reentry shall be not less than thirty (30) days from the date of notice of reentry. Upon any removal of AIRLINE property by CITY hereunder, AIRLINE property may be stored at a public warehouse or elsewhere at AIRLINE's sole cost and expense.

D. CITY may relet Airline Premises and any improvements thereon or any part thereof at such rentals, fees, and charges and upon such other terms and conditions as CITY, in its sole discretion, may deem advisable, with the right to make alterations, repairs of improvements on said Airline Premises. In reletting the Airline Premises, CITY shall be obligated to make a good faith effort to obtain terms comparable to those contained herein and otherwise seek to mitigate any damages it may suffer as a result of AIRLINE's event of default.

E. In the event that CITY relets Airline Premises, rentals, fees, and charges received by CITY from such reletting shall be applied: (i) to the payment of any indebtedness other than rentals, fees, and charges due hereunder from AIRLINE to CITY; (ii) to the payment of any cost of such reletting; and

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(iii) to the payment of rentals, fees, and charges due and unpaid hereunder. The residue, if any, shall be held by CITY and applied in payment of future rentals, fees, and charges as the same may become due and payable hereunder. If that portion of such rentals, fees, and charges received from such reletting and applied to the payment of rentals, fees, and charges hereunder is less than the rentals, fees, and charges as would have been payable during applicable periods by AIRLINE hereunder, then AIRLINE shall pay such deficiency to CITY. AIRLINE shall also pay to CITY, as soon as ascertained, any reasonable costs and expenses incurred by CITY in such reletting not covered by the rentals, fees, and charges received from such reletting.

F. No reentry or reletting of Airline Premises by CITY shall be construed as an election on CITY'S part to cancel this Agreement unless a written notice of cancellation is given to AIRLINE.

G. AIRLINE shall pay to CITY all other costs incurred by CITY in the exercise of any remedy in this Article 12, including, but not limited to, reasonable attorney fees, disbursements, court costs, and expert fees.

12.04 Remedies Under Federal Bankruptcy Laws. Notwithstanding the foregoing, upon the filing by or against AIRLINE of any proceeding under Federal bankruptcy laws, if AIRLINE has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, CITY shall have the right to cancel this Agreement, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be subsequently amended, supplemented, or replaced. Such cancellation shall be by written notice to AIRLINE within sixty (60) days from the date of AIRLINE's initial filing in bankruptcy court.

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Article 13. CANCELLATION BY AIRLINE

13.01 Events of Default. The events described below shall be deemed events of default by CITY hereunder:

A. CITY fails to keep, perform, or observe any material term, covenant, or condition herein contained, to be kept, performed, or observed by CITY and such failure continues for thirty (30) days after receipt of written notice from AIRLINE; or, if by its nature such default cannot be cured within such thirty (30) day period, CITY shall not commence to cure or remove such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. CITY shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default, and that such default will be cured within a reasonable period of time.

B. Airport is closed to flights in general or to the flights of AIRLINE, for reasons other than those circumstances within AIRLINE's control, and Airport fails to be reopened to such flights within sixty (60) consecutive days from such closure.

C. The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control, or use of the Airport in such a manner as to substantially restrict AIRLINE from conducting its operations, if such restriction be continued for a period of sixty (60) consecutive days or more.

13.02 AIRLINE's Remedy. So long as AIRLINE is not in default as set forth in Section 12.01 of this Agreement, including but not limited to payments due to CITY hereunder, AIRLINE may cancel this Agreement upon the occurrence of an event of default, as set forth in Section 13.01. In such event, AIRLINE shall serve thirty (30) days' advance written notice of cancellation to CITY. All rentals, fees, and charges payable by AIRLINE shall cease as of the date of such cancellation and AIRLINE shall surrender the Airline Premises in accordance with Section 4.05 hereof.

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Article 14. GOVERNMENT INCLUSION

14.01 Government Agreements.

A. This Agreement shall be subordinate to the provisions of any existing or future agreements between CITY and the United States Government or State of Texas, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or State of Texas of other civil airports receiving such funds. CITY agrees to provide AIRLINE written advance notice of any provisions that would adversely modify the material terms of this Agreement.

B. Nothing contained in this Agreement is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to the Airline Deregulation Act (49 U.S.C. §41713), any state or local law or ordinance, or the Airport Rules and Regulations or the Operating Directives described in Article 15.07.

14.02 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

14.03 Nondiscrimination.

A. AIRLINE for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree as a covenant running with the land that (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airline Premises, (ii) in the construction of any improvements on, over, or under Airline Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and (iii) AIRLINE shall use the Airline Premises in compliance with all other requirements imposed by or pursuant to 14 CFR 152 and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21, Nondiscrimination in Federally

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Assisted Programs of the Department of Transportation, and as said Title and Regulations may be amended.

B. In conducting or engaging in any aeronautical activity for furnishing services to the public at the Airport, AIRLINE shall furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service as required pursuant to 14 CFR 152. AIRLINE may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers and may offer different standards of service to its passengers in accordance with their status in AIRLINE's loyalty program.

C. AIRLINE acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises (DBE), as said regulations may be amended, and such other similar regulations may be enacted, may be applicable to the activities of AIRLINE under the terms of this Agreement, unless exempted by said regulations, and AIRLINE hereby agrees to comply with such regulations, as applicable. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.

D. In the event of breach of any of the above nondiscrimination covenants pursuant to 49 CFR Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, if applicable, CITY will have the right to terminate the Agreement and to re-enter as if said Agreement had never been made or issued. Said termination provision will not be effective until the procedures of 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

14.04 Security.

AIRLINE shall not bring or operate any vehicle or motorized equipment into or within any air operations area, unless having first complied with all insurance provisions and requirements specified in this Agreement, as well as the Airport Driver Training Program and the Airport's Security Program. When operating within any air operations area, AIRLINE shall cause its vehicles and equipment to move directly to and from the entrance gate or Airline Premises and the aircraft and shall not enter or move about in any other non-movement area. AIRLINE, its officers, employees, agents, and those under its control, shall comply with security measures required of AIRLINE or CITY by the FAA, TSA, U.

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S. Department of Transportation, or contained in any Airport master security plan approved by the FAA or TSA to include an Airport Tenant Security Program as outlined in CFR Part 1542 respective to AIRLINE's non-public Preferential Use Premises. If AIRLINE, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against CITY, then AIRLINE shall be responsible and shall reimburse CITY in the full amount of any such monetary penalty or other damages, including reasonable attorney's fees and other costs to defend CITY against such claims.

14.05 Environmental.

A. General Conditions.

Notwithstanding any other provisions in this AGREEMENT, and in addition to any and all other requirements of this AGREEMENT or any other covenants, representations or warranties of AIRLINE , AIRLINE hereby agrees to the following, in connection with AIRLINE's operations at the Airport:

AIRLINE shall comply with all applicable Environmental Laws.

AIRLINE agrees to notify CITY and promptly begin to mitigate any damages occurring as a result of non-compliance with any applicable Environmental Law by AIRLINE, its employees, licensees, or contractors and AIRLINE agrees to promptly and at its own expense initiate investigation, to the extent required under applicable Environmental Law, and remediation (but AIRLINE shall not commence active remediation, except to the extent time is of the essence or emergency conditions otherwise exist requiring immediate remediation measures, without advanced review and written approval by applicable regulatory agency and CITY of any remediation plan) of any such potential or actual non-compliance with any applicable Environmental Law which AIRLINE shall continue until remediation has been completed to the extent required under, and in accordance with, applicable Environmental Law and no further action is necessary.

Except where, and to the extent, it is caused by the negligence of willful misconduct of the agents, employees, contractors, officers, officials, or City Council of the CITY , AIRLINE agrees to hold harmless and indemnify CITY, its agents, employees, officials, City Council, and elected officers for any violation by AIRLINE, its officer, employee,

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agent, licensee or contractor of such applicable Environmental Law and for any non-compliance by AIRLINE with any permits issued to AIRLINE pursuant to applicable Environmental Laws, which hold harmless and indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, or monitor environmental conditions damages (including actually incurred reasonable attorney's fees and costs as well as reasonable fees and costs of consultants, experts, contractors, and laboratories reasonably incurred in connection with the indemnified incident to the extent required to reach compliance with applicable Environmental Laws) and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against AIRLINE, its employees, , suppliers, or service providers or against CITY by reason of AIRLINE's violation or non-compliance. Claims for environmental matters shall be covered exclusively under this Article 14 and shall not be subject to any other indemnities provided in this Agreement, including without limitation the general indemnity herein.

AIRLINE agrees to reasonably cooperate with any investigation, audit, or inquiry by CITY regarding any federal or state environmental regulatory enforcement action or investigation, which is against City but arises from AIRLINE's activities hereunder.

AIRLINE agrees that any spill, leak, or permit exceedance by AIRLINE (and to the extent required to be reported pursuant to applicable Environmental Law), or notice of violation, notice of non-compliance, or other enforcement action related to AIRLINE's operation at the Airport described herein will be promptly reported to CITY . In entering into this Agreement, CITY expressly relies on the covenants, representations, and warranties of AIRLINE as stated herein.

Except for above-ground deicing fluid storage tanks, or such other tanks as approved by CITY in writing, AIRLINE shall not install or allow to be installed any above or underground storage tanks on any Airport Premises. For above-ground deicing fluid storage tanks and required containment, AIRLINE must obtain CITY's written approval and obtain all necessary federal, state, and local licenses.

B. Environmental Considerations

(1) If AIRLINE is deemed to be a generator of hazardous waste as defined by

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applicable federal, state, or local law, AIRLINE will obtain, if required by applicable Environmental Law, a generator identification number from the U.S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all applicable Environmental Laws including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous are conducted in full compliance with applicable Environmental Law.

(2) AIRLINE agrees to make available for review by CITY, CITY, within fourteen (14) days after CITY's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with AIRLINE's use of Airport.

(3) At the end of the Agreement, AIRLINE will dispose of all of AIRLINE's solid and hazardous wastes and containers in compliance with all applicable Environmental Laws. Copies of all waste manifests related to the disposal of such wastes will be provided to CITY within 30 days.

C. Prior Contamination

Nothing in this article will be construed to make AIRLINE liable in any way for any contamination or release of Hazardous Materials, as defined herein, affecting Airport that occurred prior to AIRLINE's entry upon or operations at Airport or that occurred as a result of the actions or inaction of CITY or any of its employees, agents, contractors or anyone other than AIRLINE at the Airport, except that AIRLINE shall use commercially reasonable efforts not to exacerbate, relocate, distribute, spread or otherwise move said contamination or Hazardous Materials.

D. Off-Site Contamination

Nothing in this Article will be construed to make AIRLINE liable in any way for any contamination or release of Hazardous Materials affecting Airport that occurs by reason of the migration or flow to Airport from verifiable or documented off-site contamination that is not attributable to AIRLINE's activities at Airport.

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E. Stormwater.

Notwithstanding any other provisions or terms of this Agreement, AIRLINE acknowledges that certain properties within the Airport, or on CITY owned land, are subject to stormwater rules and regulations. AIRLINE agrees to observe and abide by such stormwater rules and regulations as may be applicable to AIRLINE, and, if applicable hereby agrees to the following in connection with AIRLINE's operations on Airport:

(1) AIRLINE acknowledges that any stormwater discharge permit issued to the CITY may name AIRLINE as a co-permitee. CITY and AIRLINE both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. AIRLINE acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled or otherwise used by AIRLINE, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining "best management practices" (as that term may be defined in applicable stormwater rules and regulations).

(2) AIRLINE will comply with any stormwater discharge permit requirements applicable to AIRLINE. To the extent a submittal of a Notice of Intent will be made by AIRLINE to the Texas Commission on Environmental Quality; a copy will be submitted to CITY. AIRLINE will comply with all applicable stormwater requirements including but not limited to: certification of non-stormwater discharges; CITY's Stormwater Pollution Prevention Plan or similar plans; implementation of best management practices; and maintenance and submittal of records required by CITY's Stormwater Pollution Prevention Plan. In complying with such requirements, AIRLINE will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. AIRLINE agrees to undertake, as its sole expense, those applicable stormwater permit requirements for which it has received written notice from the agency and that apply to its operations at the Airport, and AIRLINE agrees that it will hold harmless and indemnify CITY, in accordance with Article 9, for any violations or non-compliance with any such applicable permit requirements.

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Article 15. GENERAL PROVISIONS

15.01 Nonwaiver. No waiver of default by either party of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions to be performed, kept, and observed by the other party and shall not be deemed a waiver of any right on the part of the other party to cancel this Agreement as provided herein.

15.02 Passenger Facility Charge. CITY reserves the right to assess and collect PFCs subject to the terms and conditions set forth in the Aviation Safety and Capacity Expansion Act of 1990, Section 9110 (the "PFC Act") and implement regulations as may be supplemented or amended from time-to-time. AIRLINE shall collect and pay all PFCs for which it is responsible under the provisions of 14 CFR Part 158. Failure by AIRLINE to remit PFCs within the time frame required by 14 CFR Part 158 shall be grounds for cancellation of this Agreement.

15.03 Rights Non-Exclusive. Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges, and licenses granted under this Agreement, are "non-exclusive" and CITY reserves the right to grant similar privileges to others, provided that in doing so, CITY does not interfere nor alter, or purport to alter, AIRLINE's rights and privileges hereunder.

15.04 Quiet Enjoyment.

A. CITY agrees that, so long as AIRLINE's payment of rentals, fees, and charges is timely and AIRLINE keeps all covenants and agreements contained herein, AIRLINE shall peaceably have and enjoy its Airline Premises and all rights, privileges, and licenses of the Airport, its appurtenances and facilities granted herein, subject to the terms and conditions herein contained.

B. Consistent with the nature of AIRLINE's business, AIRLINE agrees that occupancy of its Airline Premises will be lawful and quiet and that it will not knowingly use or permit the use of Airline Premises in any way that would violate the terms of this Agreement, create a nuisance, or disturb other tenants or the general public. AIRLINE shall be responsible for the activity of its officers, employees, agents, and others under its control with respect to this provision.

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15.05 Performance. The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

15.06 Aviation Rights. CITY reserves unto itself, its successors, and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including Airline Premises, for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport.

15.07 Rules and Regulations and Operational Directives.

A. AIRLINE, its officers, employees, agents, and others under its control shall observe and obey all laws, regulations, and orders of the federal, state, county governments and CITY (acting in its governmental capacity) which may be applicable to AIRLINE'S operations at the Airport.

B. CITY, acting in its governmental capacity, may from time-to-time adopt, amend, or revise the Airport's Rules and Regulations and Operating Directives governing the conduct of operations at the Airport, for reasons of safety, health, preservation of the property, or for the maintenance of the good and orderly appearance of the Airport. AIRLINE, its officers, employees, agents, and others under its control shall faithfully comply with and observe such reasonable and non-discriminatory Rules and Regulations and Operating Directives, except as they may conflict with the terms and provisions of this Agreement or the regulations of another governmental entity having appropriate jurisdiction. CITY shall notify AIRLINE in advance of any amendments or supplements to such Rules and Regulations and Operating Directives.

C. AIRLINE shall be liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire Term of this Agreement by any federal, state, or local governmental entity or any court of law having jurisdiction over AIRLINE or AIRLINE's operations and activities.

15.08 Inspection. AIRLINE shall allow CITY's authorized representatives access to Airline Premises for the purpose of examining and inspecting said premises; for purposes necessary, incidental to, or connected with the performance of its obligations under this Agreement; or, in the exercise of its governmental functions.

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Except in the case of an emergency, CITY shall conduct such inspections during reasonable business hours, after providing reasonable prior written notice to AIRLINE and in the presence of AIRLINE's representative.

15.09 No Individual Liability. No member, officer, agent, director, or employee of CITY or AIRLINE shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

15.10 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees, and charges, nor any other provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of landlord and tenant.

15.11 Capacity to Execute. The individuals executing this Agreement represent that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

15.12 Savings. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against CITY by reason of the preparation of this Agreement by CITY.

15.13 Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, this provision shall in no way whatsoever alter the restriction herein regarding assignment and subletting by the AIRLINE.

15.14 Incorporation of Exhibits. All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

15.15 Titles. Section titles are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or extent of any provision of this Agreement.

15.16 Severability. In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall

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not materially prejudice either CITY or AIRLINE in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

15.17 Amendments. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto with the same formality as required for this Agreement.

15.18 Other Agreements. Other than as set forth herein, nothing contained in this Agreement shall be deemed or construed to nullify, restrict, or modify in any manner the provisions of any other lease or contract between CITY and AIRLINE authorizing the use of the Airport, its facilities, and appurtenances.

15.19 Approvals.

A. Unless otherwise stated, whenever this Agreement calls for approval by CITY, such approval shall be evidenced by the written approval of the Director of Aviation.

B. Any approval required by either party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

15.20 Notice.

A. All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing by United States certified mail (postage-prepaid) or reputable overnight courier service with proof of delivery (with a copy sent by electronic transmission if so elected by CITY or AIRLINE, as applicable). If intended for CITY, notices shall be delivered to:

Director of Aviation
Lubbock Preston Smith International Airport
5401 N. Martin Luther King Blvd.
Unit 389
Lubbock, TX 79403
Telephone: (806) 775-3126

Or to such other address as may be designated by CITY by written notice to AIRLINE.

B. Notices to AIRLINE shall be delivered to:

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United Airlines, Inc.
Attn: Vice President Corporate Real Estate
233 S. Wacker Drive, 11th Floor
Chicago, IL 60606

with a copy to: LeaseAdmin-CRE@united.com

Or to such other address as may be designated by AIRLINE by written notice to CITY.

If notice, consent or approval is given in any other manner or at any other place, it shall also be given at the place and in the manner specified above.

15.21 Agent for Service. It is expressly understood and agreed that if AIRLINE is not a resident of the State of Texas, or is an association or partnership without a member or partner resident of said state, AIRLINE shall appoint an agent for the purpose of service of process in any court action between it and CITY arising out of or based upon this Agreement. AIRLINE shall immediately, within ten (10) days of execution of this Agreement, notify CITY, in writing, of the name and address of said agent, if applicable. Such service shall be made as provided by the laws of the State of Texas for service upon a non-resident engaging in business in the State. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, AIRLINE may be personally served out of the State of Texas by the registered mailing of such service at the address set forth in Section 15.20.

15.22 Governing Law and Legal Forum. This Agreement is to be read and construed in accordance with the laws of the State of Texas. Any action to enforce or interpret this Agreement by either party shall be instituted in a state or federal court located in Lubbock, Texas or in the United States District Court for the Northern District of Texas. The provisions of this section shall survive the termination of this Agreement.

15.23 Force Majeure. Except as herein provided, neither CITY nor AIRLINE shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than the payment of rentals, fees, and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, terrorism, pandemic/epidemic, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control.

15.24 Most Favored Nation. CITY agrees not to enter into any Agreement with any other Air Transportation companies conducting similar operations at the Airport after the date of this Agreement which

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contains more favorable terms and conditions, landing fees, space rentals or other charges than those provided in this Agreement. Such "similar operations at the Airport" means regularly scheduled commercial service that shall be conducted at the Airport.

15.25 Entire Agreement. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by AIRLINE that CITY and CITY's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by AIRLINE against CITY for, and CITY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

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AIRLINE: United Airlines, Inc.

BY: DocuSigned by: Frannie Levar 004B92E3AD034C2...

PRINTED: Frannie Levar

TITLE: Managing Director, Airport Affairs

CITY OF LUBBOCK

_____

MAYOR, MARK MCBRAYER

ATTEST:

_____

COURTNEY PAZ, CITY SECRETARY

APPROVED AS TO CONTENT:

Signed by: Kelly Campbell 10D6CF7063CA484...

KELLY CAMPBELL, EXECUTIVE DIRECTOR OF AVIATION

APPROVED AS TO FORM:

Signed by: Mitch Satterwhite 643AA6370AB6497...

MITCH SATTERWHITE, FIRST ASSISTANT CITY ATTORNEY

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EXHIBIT A
Airport Boundaries

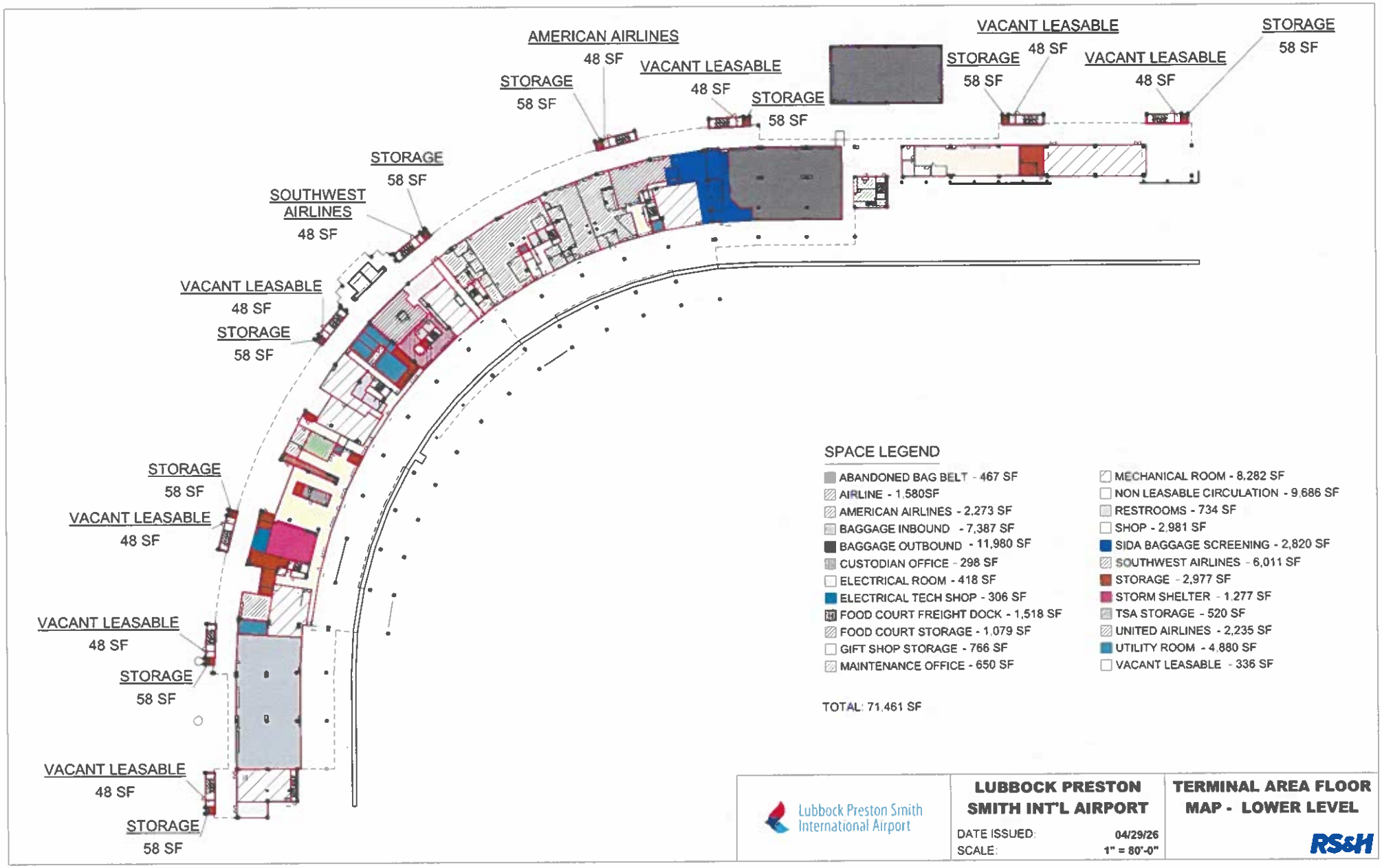
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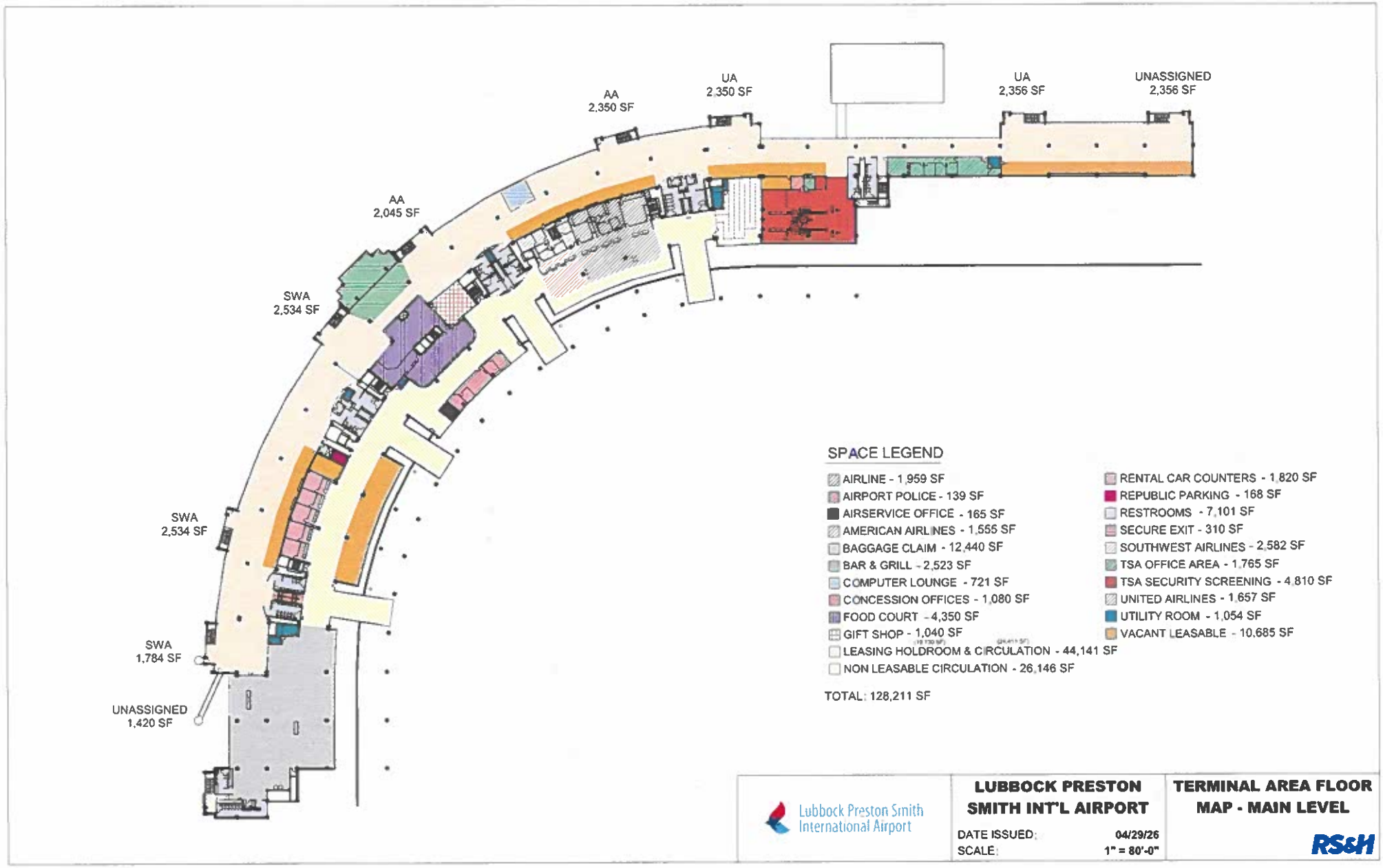
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EXHIBIT B
Airport Premises

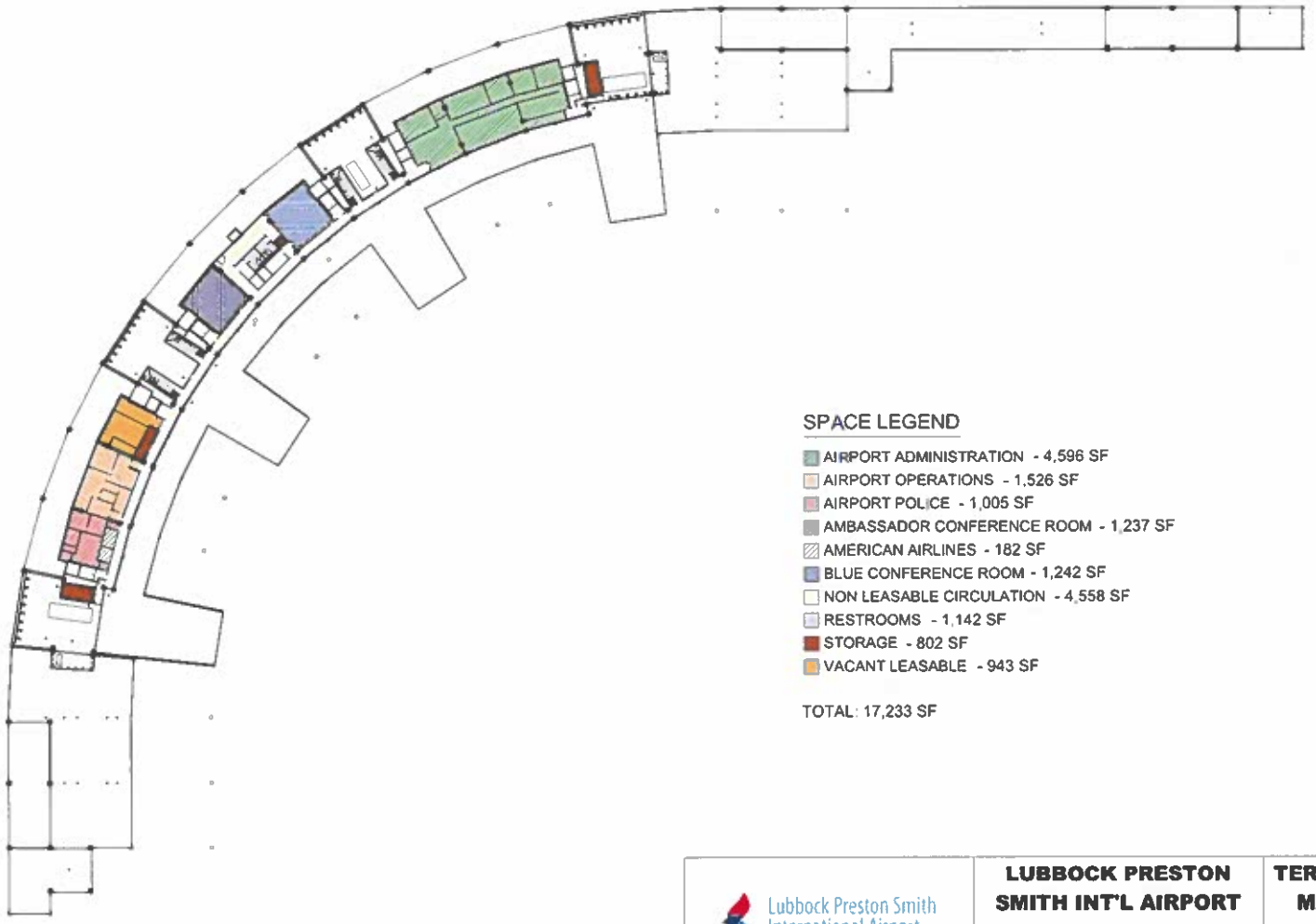
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SPACE LEGEND

- AIRPORT ADMINISTRATION - 4,596 SF
- AIRPORT OPERATIONS - 1,526 SF
- AIRPORT POLICE - 1,005 SF
- AMBASSADOR CONFERENCE ROOM - 1,237 SF
- AMERICAN AIRLINES - 182 SF
- BLUE CONFERENCE ROOM - 1,242 SF
- NON LEASABLE CIRCULATION - 4,558 SF
- RESTROOMS - 1,142 SF
- STORAGE - 802 SF
- VACANT LEASABLE - 943 SF

TOTAL: 17,233 SF

Lubbock Preston Smith International Airport

LUBBOCK PRESTON SMITH INT'L AIRPORT

DATE ISSUED: 04/29/26
SCALE: 1" = 80'-0"

TERMINAL AREA FLOOR MAP - UPPER LEVEL

RS&H

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EXHIBIT C
Summary of Terminal Area

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

Exhibit C Summary of Terminal Areas

(Fiscal Year Beginning October 1)

	BUDGET FY 2026-27
Preferential Leased Space	
Ramp Level (Apron) - Southwest Operations	6,011
Ramp Level (Apron) - American Operations	2,273
Ramp Level (Apron) - United Operations	2,235
Concourse Level (Main) - Southwest Ticket Counters	2,582
Concourse Level (Main) - American Ticket Counters	1,555
Concourse Level (Main) - United Ticket Counters	1,657
Concourse Level (Main) - Southwest Gates #6, #7, #8	6,852
Concourse Level (Main) - American Gates #4, #5	4,395
Concourse Level (Main) - United Gates #2, #3	4,706
Mezzanine Level (Upper) - American	182
Total Preferential Leased Space	**32,448**
Preferential Unleased Space	
Ramp Level (Apron) - Vacant Operations	1,580
Concourse Level (Main) - Vacant Ticket Counter	1,959
Concourse Level (Main) - Gate #1	2,356
Concourse Level (Main) - Gate #9	1,420
Total Preferential Unleased Space	**7,315**
Total Preferential Space	
Ramp Level (Apron)	12,099
Concourse Level (Main)	27,482
Mezzanine Level (Upper)	182
Total Preferential Space	**39,763**
Joint Use Space	
Ramp Level (Apron) - Baggage Claim / Return	0
Ramp Level (Apron) - Baggage Claim Inbound	7,387
Ramp Level (Apron) - Baggage Claim Outbound	11,980
Ramp Level (Apron) - Consolidated Baggage Inspection System (CBIS)	2,820
Concourse Level (Main) - Bag Claim 1	0
Concourse Level (Main) - Bag Claim 2	12,440
Concourse Level (Main) - Holdrooms and Circulation	24,411
Total Joint Use Space	**59,038**
Total Airline Space	**98,801**

Source: City of Lubbock, Texas, May 2026.

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

Exhibit C Summary of Terminal Areas

(Fiscal Year Beginning October 1)

	BUDGET FY 2026-27
Other Rentable Space	
Ramp Level (Apron) - Maintenance Office	650
Ramp Level (Apron) - Concession Area	3,363
Ramp Level (Apron) - Break Room Custodial	298
Ramp Level (Apron) - Electrical Tech Shop	306
Ramp Level (Apron) - Maintenance Shop	2,981
Ramp Level (Apron) - TSA Storage	520
Ramp Level (Apron) - Jetbridge Tower Storage	336
Concourse Level (Main) - Rental Car Space	1,820
Concourse Level (Main) - TSA Space Office Space	1,765
Concourse Level (Main) - TSA Space / Checkpoint	4,810
Concourse Level (Main) - Computer Lounge	721
Concourse Level (Main) - Vacant Leasable	10,685
Concourse Level (Main) - News Exchange	1,040
Concourse Level (Main) - Food Court	4,350
Concourse Level (Main) - Bar & Grill	2,523
Concourse Level (Main) - Air Service Office	165
Concourse Level (Main) - Restaurant Offices	1,080
Concourse Level (Main) - Republic Parking Office	168
Concourse Level (Main) - LEO Office	139
Mezzanine Level (Upper) - Total Office Space	8,070
Mezzanine Level (Upper) - Total Room Space	2,479
Total Other Rentable Space	**48,269**
Total Rentable Space	**147,070**
Non-Rentable Space	
Ramp Level (Apron) - Vacant Circulation	9,686
Ramp Level (Apron) - Storm Shelter	1,277
Ramp Level (Apron) - Total Storage Rooms	2,977
Ramp Level (Apron) - Total Equipment / Miscellaneous	13,580
Ramp Level (Apron) - Restrooms	734
Ramp Level (Apron) - Abandoned Bag Belt	467
Concourse Level (Main) - Circulation	20,258
Concourse Level (Main) - Entries	5,888
Concourse Level (Main) - Secure Exits	310
Concourse Level (Main) - Restrooms	7,101
Concourse Level (Main) - Storage / Other	1,054
Mezzanine Level (Upper) - Restrooms	1,142
Mezzanine Level (Upper) - Storage / Other	802
Mezzanine Level (Upper) - Circulation	4,558
Total Non-Rentable Space	**69,834**
Total Terminal Space	**216,904**

Source: City of Lubbock, Texas, May 2026.

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Exhibit C Summary of Terminal Areas

(Fiscal Year Beginning October 1)

	BUDGET FY 2026-27
Southwest	
Concourse Level	9,434
Mezzanine Level	0
Ramp Level	6,011
Joint Use Space	27,387
Total Southwest Leased Space	**42,832**
American	
Concourse Level (Main) - United Ticket Counters	5,950
Mezzanine Level	182
Ramp Level	2,273
Joint Use Space	20,979
Total American Leased Space	**29,384**
United	
Concourse Level	6,363
Mezzanine Level	0
Ramp Level	2,235
Joint Use Space	10,672
Total United Leased Space	**19,270**
Concourse Level (Main)	
Total Airline Preferential Leased Space	32,448
Total Airline Preferential Unleased Space	7,315
Total Joint Use Space	59,038
Total Airline Space	**98,801**

Source: City of Lubbock, Texas, May 2026.

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

Exhibit C Summary of Terminal Areas

Concourse Level (Main) - Holdrooms and Circulation

(Fiscal Year Beginning October 1)

	BUDGET FY 2026-27
Joint Use Space	59,038
Enplanements by Airline	
Southwest	284,845
American	207,010
United	81,821
Total Enplanements	**573,676**
Percent of Total Enplanements	
Southwest	50%
American	36%
United	14%
Total	**100%**
Enplanement Allocation	80%
Fixed Allocation	20%
Space by Airline - Enplanement Allocation	
Southwest	23,451
American	17,043
United	6,736
Total Joint Use Space - Enplanement Allocation	**47,230**
Space by Airline - Fixed Allocation	
Southwest	3,936
American	3,936
United	3,936
Total Joint Use Space - Fixed Allocation	**11,808**
Total Joint Use Space	**59,038**

Source: City of Lubbock, Texas, May 2026

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

Exhibit C Summary of Terminal Areas

Concourse Level (Main) - Bar & Grill

	BUDGET FY 2026-27
Airline and Non-Airline Space	
Airline Preferential Leased Space	32,448
Airline Preferential Unleased Space	7,315
Joint Use Space	59,038
Total Airline Space	**98,801**
Other Rentable Space	48,269
Non-Rentable Space	69,834
Total Non-Airline Space	**118,103**
Total Airline Space	98,801
Total Non-Airline Space	118,103
Ramp Level (Apron) - Vacant Circulation	**216,904**
Percent Airline and Non-Airline Space	
Total Airline Space	46%
Ramp Level (Apron) - Total Equipment / Miscellaneous	54%
Ramp Level (Apron) - Vacant Circulation	**100%**

Source: City of Lubbock, Texas, May 2026.

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

EXHIBIT D

Responsibilities of CITY and AIRLINE for Operation and Maintenance of the Terminal

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

EXHIBIT D

RESPONSIBILITIES OF LBB & AIRLINES FOR OPERATION & MAINTENANCE OF TERMINAL COMPLEX

	Preferential Use Premises					Joint Use Premises	
	Ticket Counters	Offices & Operations	Aircraft Aprons	Assigned Gates	Assigned Jetbridges	Baggage Claims	Holdrooms & Circulation
Air Conditioning[6]	LBB	LBB		LBB		LBB	LBB
Heating	LBB	LBB		LBB		LBB	LBB
Lighting							
a. Bulb, Light Fixtures, Tube & Ballast Replacement[1]	Airline	Airline	LBB	LBB	LBB	LBB	LBB
b. Maintenance[1]	Airline	Airline	LBB	LBB	LBB	LBB	LBB
Electrical Maintenance[2]	Airline	Airline	LBB	LBB	LBB	LBB	LBB
Water							
a. Distribution		LBB	LBB				
b. Fixtures		Airline	Airline				
Sewage							
a. Distribution		LBB					
Maintenance							
a. Other than Structure[3]	Airline	Airline	Airline	Airline	LBB	LBB	LBB
b. Structure[3]	Airline	Airline	LBB	LBB	LBB	LBB	LBB
c. Exterior[4]	Airline	Airline	LBB	LBB	LBB	LBB	LBB
Custodial Service[5]	Airline	Airline	Airline	LBB	Airline	LBB	LBB
Window Cleaning							
a. Exterior		Airline		LBB	Airline	LBB	LBB
b. Interior		Airline		LBB	Airline	LBB	LBB
Ramp – Concrete Repair			LBB				
Snow Removal							
a. Larger Ramp area[6]			LBB				
b. Gate Areas & Walkways to Aircraft			Airline				

Airline – Airline is responsible LBB – Lubbock Preston Smith International Airport Not Applicable

[1] AIRLINE shall be responsible for any light fixtures installed by AIRLINE, including bulb, tube, and ballast replacement, as well as electrical repairs to the light fixtures.

[2] AIRLINE shall be responsible for electrical fixtures and outlets in all leased areas and all equipment or improvements installed by AIRLINE.

[3] AIRLINE shall be responsible for maintaining any structure constructed by AIRLINE and for maintaining its "Other than Structure" improvements within its leased or assigned areas. "Structure" refers to the permanent, load-bearing components of the facility (e.g., primary walls, columns, floors, and other integral structural elements). "Other than Structure" refers to interior, non-load-bearing improvements or buildouts installed or used by the Airline, including but not limited to ticket counters, back walls, gate podiums, and office and operational space.

[4] AIRLINE shall be responsible for any exterior maintenance required as a result of actions by AIRLINE, its employees, or subcontractors. This includes, but is not limited to, aircraft apron lead lines from the taxilane centerline, aircraft operations paint markings (including aircraft apron lead lines from taxilane centerline. Also includes all airline operations paint markings such as aircraft stop bars, aircraft parking envelope, ground support equipment staging, and other airline safety requirements.)

[5] AIRLINE shall develop a cleaning plan for jetway and ticket counter floor space (as defined in Exhibit B) for CITY approval. AIRLINE shall be responsible for removing liquid or other slip hazards in these areas.[6] AIRLINE shall be responsible for coordinating removal of aircraft to allow for snow removal on airline ramp by CITY; and, AIRLINE shall be responsible for snow removal around the Gate Areas/walkways/work areas, and shall be responsible for determining safety of passages for use by passengers/employees.

Note: All areas not part of AIRLINE'S Preferential Premises shall be CITY'S responsibility; provided, however, CITY shall not be responsible for any systems or services installed by AIRLINE, or systems and services installed by CITY, but modified or used by AIRLINE, unless otherwise agreed to by the parties hereto. Example: jetbridge power units, ticket kiosks, gate podiums, ticket counters and associated back walls, and airline signage/insignia.

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EXHIBIT E

Changes in Rates for Rentals, Fees, and charges

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

EXHIBIT E: CHANGES IN RATES FOR RENTALS, FEES, AND CHARGES

SECTION I - RATE CALCULATIONS

E.01 **Rates for Landing Fees, Terminal Rental Rates, and Per Day Fees** – The Landing Fees, Terminal Rental Rates, and Per Day Fees shall be calculated in accordance with Exhibits E-1, E-2, E-3A, E-3B, and E-3C, respectively.

E.02 **Summary of Rates for Rate Setting Period** – From the Effective Date, October 1, 2025, through September 30, 2026, the rates will be as follows:

- ***Landing Fee Rate*** - The Airfield Cost Center Signatory Landing Fee Rate shall be $4.64 per 1,000 pounds of Maximum Gross Landed Weight (MGLW) as calculated and presented on **Exhibit E-1.** The Airfield Cost Center Nonsignatory Landing Fee Rate shall be $5.80 per 1,000 pounds of MGLW.

- ***Terminal Rental Rate*** - The Terminal Cost Center Signatory Terminal Rental Rate shall be $46.11 per square foot as calculated and presented on **Exhibit E-2**. The Terminal Cost Center Nonsignatory Terminal Rental Rate shall be $57.64 per square foot.

- ***Per Day Fees*** –

  - Signatory Per Day Fee – Aircraft Gate shall be $238.52 per turn as calculated and presented on **Exhibit E-3A**. Nonsignatory Per Day Fee – Aircraft Gate shall be $298.16.

  - Signatory Per Day Fee – Operations shall be $199.61 per turn as calculated and presented on **Exhibit E-3B**. Nonsignatory Per Day Fee – Operations shall be $249.52.

  - Signatory Per Day Fee – Ticket Counter shall be $247.49 per turn as calculated and presented on **Exhibit E-3C**. Nonsignatory Per Day Fee – Ticket Counter shall be $309.37.

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E.03 Calculation of Landing Fee Rate – Exhibit E-1

Exhibit E-1 Landing Fees

(Fiscal Year Beginning October 1)

	BUDGET FY 2025-26
Landing Fee Calculation:	
Airfield Expenses	
A) O&M Expenses	$ 4,944,505
B) O&M Expenses Reserve Requirement	49,485
C) Debt Service	0
D) Small Capital Expenditures	156,000
E) Amortization of Capital Expenditures	249,887
F) Total Airfield Requirement	**$ 5,399,877**
G) Less: Airfield Non-Airline Revenue	$ (820,872)
H) Net Airfield Requirement	**$ 4,579,005**
I) Signatory Passenger Landed Weight	698,843
J) Signatory Cargo Landed Weight	236,878
K) Nonsignatory Passenger Landed Weight	14,000
L) Nonsignatory Cargo Landed Weight	26,265
M) Total Landed Weight	**975,986**
Landing Fee	
N) Average Landing Fee	$4.69
O) Signatory Landing Fee	**$4.64**
P) Nonsignatory Landing Fee (125%)	**$5.80**

Source: City of Lubbock, Texas, April 2026.

Exhibit E-1 Line Items:

A. ***O&M Expenses*** - The current expenses, paid or accrued, of operation, maintenance, and ordinary current repairs related to the Airfield Cost Center.

B. ***O&M Expenses Reserve Requirement*** – Amounts to fund the O&M Reserve Account equal to 25 percent of the annual Airfield O&M Expenses for the current FY less an amount equal to 25 percent of the Airfield O&M Expenses for the previous FY.

C. ***Debt Service*** – Any principal, interest, premium, and other fees and amounts either paid or accrued for Bonds, exclusive of amounts funded by PFC collections or other reimbursements, attributable to the Airfield Cost Center.

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D. ***Small Capital Expenditures*** **–** Amount of Capital Expenditures for capital projects funded with less than $150,000 of City funds attributable to the Airfield Cost Center.

E. ***Amortization of Capital Expenditures*** – Amount to recover Capital Expenditures of $150,000 or more attributable to the Airfield Cost Center which are not debt financed and shall be calculated based on the expected useful life of the Large Capital Expenditure with a rate of return, equivalent to the City's cost of capital as of the date of beneficial occupancy.

F. ***TOTAL AIRFIELD REQUIREMENT*** – Sum of A through E.

G. ***Credit for Airfield Non-Airline Revenues*** – Total amounts of Non-Airline revenues attributable to the Airfield Cost Center in the current Fiscal Year.

H. ***NET AIRFIELD REQUIREMENT*** – F plus G.

I. ***Signatory Passenger Landed Weight*** – Total MGLW of all signatory passenger airlines in current Fiscal Year.

J. ***Signatory Cargo Landed Weight*** – Total MGLW of all signatory cargo airlines in current Fiscal Year.

K. ***Nonsignatory Passenger Landed Weight*** **–** Total MGLW of all nonsignatory passenger airlines in current Fiscal Year.

L. ***Nonsignatory Cargo Landed Weight*** **–** Total MGLW of all nonsignatory cargo airlines in current Fiscal Year.

M. ***TOTAL LANDED WEIGHT*** **–** Total MGLW of all airlines in current Fiscal Year.

N. ***Average Landing Fee Rate (per thousand pounds)*** **–** H divided by I.

O. ***SIGNATORY LANDING FEE RATE (per thousand pounds)*** **–** Landing fee rate charged to signatory air carriers after 25 percent premium is applied to nonsignatory air carriers and credited against the Net Airfield Requirement.

P. ***NONSIGNATORY LANDING FEE RATE (125%) (per thousand pounds)*** **–** Landing fee rate charged to nonsignatory air carriers after 25 percent premium is applied to the Signatory Landing Fee Rate.

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E.04 Calculation of Terminal Rental Rate – Exhibit E-2

Table 10 Terminal Rental Rate

(Fiscal Year Beginning October 1)

	BUDGET FY 2025-26
Terminal Rental Rate Calculations:	
Terminal Expenses	
A) O&M Expenses	$ 5,820,144
B) O&M Expenses Reserve Requirement	34,179
C) Debt Service [1]	646,288
D) Small Capital Expenditures	0
E) Amortization of Capital Expenditures	261,301
F) Total Terminal Requirement	**$ 6,761,912**
Terminal Rental Rate	
G) Rentable Space	146,638
H) Average Terminal Rental Rate (Per Square Foot)	$46.11
I) Signatory Terminal Rental Rate (Per Square Foot)	**$46.11**
J) Nonsignatory Terminal Rental Rate 125% (Per Square Foot)	**$57.64**

NOTES:

1 Does not include PFC-Supported Debt Service.

Source: City of Lubbock, Texas, April 2026.

Exhibit E-2 Line Items

A. ***O&M Expenses*** – The current expenses, paid or accrued, of operation, maintenance, and ordinary current repairs related to the Terminal Cost Center.

B. ***O&M Expenses Reserve Requirement*** – Amounts to fund the O&M Reserve Account equal to 25 percent of the annual Terminal O&M Expenses for the current FY less an amount equal to 25 percent of the Terminal O&M Expenses for the previous FY.

C. ***Debt Service*** – Any principal, interest, premium, and other fees and amounts either paid or accrued for Bonds, exclusive of amounts funded by PFC collections or other reimbursements, attributable to the Terminal Cost Center.

D. ***Small Capital Expenditures*** – Amount of Capital Expenditures for capital projects funded with less than $150,000 of City funds attributable to the Terminal Cost Center.

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E. ***Amortization of Capital Expenditures*** – Amount to recover Capital Expenditures of $150,000 or more attributable to the Terminal Cost Center which are not debt financed and shall be calculated based on the expected useful life of the Large Capital Expenditure with a rate of return, equivalent to the City's cost of capital as of the date of beneficial occupancy.

F. ***TOTAL TERMINAL REQUIREMENT*** – Sum of A through E.

G. ***Rentable Space (square feet)*** – Total Terminal Square Feet available to be leased by Airport users.

H. ***Average Terminal Rental Rate (per square foot)*** – F divided by G.

I. ***SIGNATORY TERMINAL RENTAL RATE (per square foot)*** – Terminal rental rate charged to signatory air carriers after 25 percent premium is applied to nonsignatory air carriers and credited against the Net Terminal Requirement.

J. ***NONSIGNATORY TERMINAL RENTAL RATE (125%) (per square foot)*** – Terminal rental rate charged to nonsignatory air carriers after 25 percent premium is applied to the Signatory Terminal Rental Rate.

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E.05 Calculation of Per Day Fees – Exhibits E-3A, E-3B, and E-3C

Exhibit E-3A Per Day Fee - Aircraft Gate

(Fiscal Year Beginning October 1)

	BUDGET FY 2025-26
Airline Shared Gates Space	
A) Concourse Level (Main) - Gate #1	2,356
B) Concourse Level (Main) - Gate #9	1,420
C) Total Airline Shared Gates Space	**3,776**
D) Number of Shared Gates	2
E) Average Airline Shared Gates Space	1,888
F) Average Terminal Rental Rate (Per Square Foot)	$46.11
G) Total Cost of Airline Shared Gates Space	**$ 87,061**
H) Days in Year	365
I) Signatory Per Day Fee - Aircraft Gate	**$238.52**
J) Nonsignatory Per Day Fee - Aircraft Gate	**$298.16**

Source: City of Lubbock, Texas, April 2026

Exhibit E-3A Line Items (Per Day Fee – Aircraft Gate):

A. ***Concourse Level (Main) – Gate #1 (Per Day)*** – total square feet of Gate #1 on the Concourse Level on the Terminal.

B. ***Concourse Level (Main) – Gate #9 (Per Day)*** – total square feet of Gate #9 on the Concourse Level on the Terminal.

C. ***TOTAL AIRLINE SHARED GATES SPACE***– sum of A and B.

D. ***Number of Shared Gates*** – total number of gates available for leasable airlines in current Fiscal Year.

E. ***Average Airline Shared Gates Space*** – C divided by D.

F. ***Average Terminal Rental Rate (Per Square Foot)*** – Terminal Rental Rate calculated for the Terminal Cost Center in current Fiscal Year.

G. ***TOTAL COST OF AIRLINE SHARED GATES SPACE*** – E times F.

H. ***Days in Year*** – 365 days in year.

I. ***SIGNATORY PER DAY FEE – AIRCRAFT GATE*** – G divided by H.

J. ***NONSIGNATORY PER DAY FEE – AIRCRAFT GATE (125%)*** – I times 125 percent.

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Exhibit E-3B Per Day Fee - Operations

(Fiscal Year Beginning October 1)

	BUDGET FY 2025-26
Airline Shared Operations Space	
A) Ramp Level (Apron) - Shared Operations	1,580
B) Total Airline Shared Operations Space	**1,580**
C) Average Terminal Rental Rate (Per Square Foot)	$46.11
D) Total Cost of Airline Shared Operations Space	**$ 72,858**
E) Days in Year	365
F) Signatory Per Day Fee - Operations	**$199.61**
G) Nonsignatory Per Day Fee - Operations	**$249.52**

Source: City of Lubbock, Texas, April 2026.

Exhibit E-3B Line Items (Per Day Fee - Operations):

A. ***Ramp Level (Apron Level) Shared Operations*** – total square feet of shared leasable operations space on the Ramp Level of the Terminal.

B. ***TOTAL AIRLINE SHARED OPERATIONS SPACE*** – sum of A.

C. ***Terminal Rental Rate (Per Square Foot)*** – Terminal Rental Rate calculated for the Terminal Cost Center in current Fiscal Year.

D. ***TOTAL COST OF AIRLINE SHARED OPERATIONS SPACE*** – B times C.

E. ***Days in Year*** – 365 days in year.

F. ***SIGNATORY PER DAY FEE - OPERATIONS*** – D divided by E.

G. ***NONSIGNATORY PER DAY FEE – OPERATIONS (125%)*** – F times 125 percent.

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Exhibit E-3C Line Items (Per Day Fee - Ticket Counter):

Exhibit E-3C Per Day Fee - Ticket Counter

(Fiscal Year Beginning October 1)

	BUDGET FY 2025-26
Airline Shared Ticket Counters Space	
A) Concourse Level (Main) - Shared Ticket Counter	1,959
B) Total Airline Shared Ticket Counters Space	**1,959**
C) Number of Shared Ticket Counter	1
D) Average Airline Shared Ticket Counter Space	1,959
E) Average Terminal Rental Rate (Per Square Foot)	$46.11
F) Total Cost of Airline Shared Ticket Counter Space	**$ 90,335**
G) Days in Year	365
H) Signatory Per Day Fee - Ticket Counters	**$247.49**
I) Nonsignatory Per Day Fee - Ticket Counters	**$309.37**

Source: City of Lubbock, Texas, April 2026.

A. Concourse Level (Main) – Shared Ticket Counter – total square feet of shared leasable ticket counter space on the Concourse Level of the Terminal.

B. TOTAL AIRLINE SHARED TICKET COUNTERS SPACE – sum of A.

C. Number of Shared Ticket Counters – total number of ticket counters available for lease by the airlines in current Fiscal Year.

D. Average Airline Shared Ticket Counter Space – B divided C.

E. Terminal Rental Rate (Per Square Foot) – Terminal Rental Rate calculated for the Terminal Cost Center in current Fiscal Year.

F. TOTAL COST OF AIRLINE SHARED TICKET COUNTER SPACE – D times E.

G. Days in Year – 365 days in year.

H. SIGNATORY PER DAY FEE - TICKET COUNTER – F divided by G.

I. NONSIGNATORY PER DAY FEE - TICKET COUNTER (125%) – H times 125 percent.

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SECTION II – COST CENTERS

E.6 **Direct Cost Centers.** The Direct Cost Centers include, but are not limited to, those Cost Centers listed in **Exhibit E-4** below.

Exhibit E-4. Direct Cost Centers	
Cost Center	**Description of Area Included or Functional Activity**
Airfield	The Airfield Cost Center includes the portion of the Airport provided for the landing, taking off, and taxiing of aircraft, including runways, taxiways, approach and runway protection zones, safety areas, infield areas, landing and navigational aids, and land areas required by or related to aeronautical use of the Airports. This cost center also includes the aircraft aprons at the terminal.
Terminal	The Terminal Cost Center includes the Airport terminal passenger building and associated curbside entrance areas and adjoining landscaped areas.
Other	The Other Cost Center includes all portions of the Airport provided for areas outside of Airfield and Terminal cost centers. Costs associated with and allocated to the Other Cost Center will be recovered entirely with Airport funds.

E.7 **Indirect Cost Centers.** The Indirect Cost Centers are Cost Centers to which only Operation and Maintenance Expenses are assigned; no Revenues are attributable to the Indirect Cost Centers. The Indirect Cost Centers include, but are not limited to, those Cost Centers listed in **Exhibit E-5** below.

Exhibit E-5. Indirect Cost Centers	
Cost Center	**Description of Area Included or Functional Activity**
Airport Police	The Airport Police Cost Center includes all police and law enforcement functions of the Airport.
Parking	The Parking Cost Center includes all functions of the Airport related to the parking lots and garages.
Administrative	The Administrative Cost Center includes the administrative functions of the Airport.
Operations and Security	The Operations and Security Cost Center includes all function of the Airport related to general operations and security.
ARFF	The ARFF Cost Center includes all functions of operation at the Airport related to aircraft rescue and firefighting.
Indirect Costs	The cost center for Indirect Costs includes all additional miscellaneous expenses at the City related to the Airport's operation.

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

E.8 Cost Center Allocations. Expenses for each Cost Center shall be allocated to the Direct Cost Centers as follows:

A. Airfield. Expenses for the Airfield Cost Center shall be allocated to Direct Cost Centers as presented below in **Exhibit E-6.**

Exhibit E–6. Airfield Allocation	
Cost Center	**Allocation**
Airfield	70%
Terminal	0%
Other	30%

B. Terminal. Expenses for the Airfield Cost Center shall be allocated to Direct Cost Centers as presented below in **Exhibit E-7.**

Exhibit E–7. Terminal Allocation	
Cost Center	**Allocation**
Airfield	0%
Terminal	100%
Other	0%

C. Airport Police. Expenses for the Airport Police Cost Center shall be allocated to Direct Cost Centers as presented below in **Exhibit E-8.**

Exhibit E–8. Airport Police Allocation	
Cost Center	**Allocation**
Airfield	25%
Terminal	65%
Other	10%

D. Parking. Expenses for the Parking Cost Center shall be allocated to Direct Cost Centers as presented below in **Exhibit E-9.**

Exhibit E–9. Parking Allocation	
Cost Center	**Allocation**
Airfield	0%
Terminal	0%
Other	100%

E. Administrative. Expenses for the Administration Cost Center shall be allocated to Direct Cost Centers based on each Direct Cost Center's proportionate share of operating expenses after allocation of all other indirect operating expenses.

F. Operations and Security. Expenses for the Operations and Security Cost Center shall be allocated to Direct Cost Centers based on each Direct Cost Center's proportionate share of operating expenses after allocation of all other indirect operating expenses.

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

G. ARFF. Expenses for the ARFF Cost Center shall be allocated to Direct Cost Centers as presented below in **Exhibit E-10.**

Exhibit E–10. ARFF Allocation	
Cost Center	**Allocation**
Airfield	100%
Terminal	0%
Other	0%

H. Indirect Costs. Expenses for the Indirect Costs Cost Center shall be allocated to Direct Cost Centers based on each Direct Cost Center's proportionate share of operating expenses after allocation of all other indirect operating expenses.

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

EXHIBIT F
Affiliate Identification and Requirements

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

EXHIBIT F: AFFILIATE IDENTIFICATION AND REQUIREMENTS

AIRLINE is affiliated with the following airlines:

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

EXHIBIT G
Statistical Report

Docusign Envelope ID: 147D533B-16E0-82DA-80BE-C39CFBDE1B75

EXHIBIT G: MONTHLY STATISTICAL REPORT

AIRLINE NAME: _____ Month / Year: _____

Scheduled: 0
Charters/Diversions/Emerg: 0

TOTAL LANDINGS: 0

SCHEDULED

Aircraft Type	Maximum Landing Weight	Landings	Gross Weight	Rate: $_____ per 1,000 lbs
(enter aircraft type)	*(enter weight)*	*(enter #)*	0	0.00
			0	0.00
			0	0.00
			0	0.00
			0	0.00
Total		0	0	$0.00

CHARTERS / DIVERSIONS / EMERGENCIES

(enter aircraft type)	*(enter weight)*	*(enter #)*	0	0.00
			0	0.00
			0	0.00
			0	0.00
Total Charters/Diversions/Emergencies		0	0	$0.00
		Total Landing Weight	**0**	**$0.00**

ENPLANEMENTS

Passengers **(w/ Charters)** _____
Mail (lbs.) _____
Cargo (lbs.) _____

DEPLANEMENTS

Passengers **(w/ Charters)** _____
Mail (lbs.) _____
Cargo (lbs.) _____

De-Ice (gallons) _____

AI# 14605
Regular City Council Meeting **5. 18.**
09/22/2026:

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to accept a Fiscal Year 2026 Grant Agreement, and related documents, with the Federal Aviation Administration Surface Awareness Initiative, for the Acquisition and Installation of Vehicle Movement Area Transmitters at Lubbock Preston Smith International Airport, and granting signature authority to the Deputy City Manager and the First Assistant City Attorney.

Item Summary

This grant award will allow Lubbock Preston Smith International Airport to purchase and install 27 new Vehicle Movement Area Transmitters (VMATs) on airport-owned ground vehicles. VMATs improve airfield safety by allowing Air Traffic Control to see the location of ground vehicles in real time. They work through a technology called Automatic Dependent Surveillance-Broadcast (ADS-B), which is part of the FAA's Surface Awareness Initiative (SAI).

Fiscal Impact

Grant Award 3-48-0138-065-2026 from the Federal Aviation Administration is $92,340, which is already budgeted in FY 2026-27 Airport Capital Project 92980, Airfield Vehicle Movement Area Transmitters.

Staff/Board Recommending

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

Attachments

Resolution - FAA Grant Agreement VMATs
FAA Grant Offer for VMATs

RESOLUTION

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

THAT the Mayor of the City of Lubbock, or his designee, is hereby authorized and directed to accept and for and on behalf of the City of Lubbock, a FY2026 Grant Agreement with the United States of America, acting through the Federal Aviation Administration, as part of the Federal Aviation Administration Surface Awareness Initiative, for the acquisition and installation of Vehicle Movement Area Transmitters at the Lubbock Preston Smith International Airport, and related documents. Further, the City Council authorizes Bill Howerton, Deputy City Manager, and Mitchell Satterwhite, First Assistant City Attorney, as authorized representatives of the City of Lubbock to execute and sign the Grant Agreement.

Passed by the City Council on _____.

_____
MARK MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocsII/RES.Grant Agrmt FAA SAI for VMAT (Airport)
September 22, 2026

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southwest Region Texas

Texas Airports District Office:
10101 Hillwood Pkwy
Fort Worth, TX
76177-1524

Mr. Bill Howerton, Jr.
Deputy City Manager
City of Lubbock
1314 Avenue K
PO Box 2000
Lubbock, TX 79457

Dear Mr. Howerton:

The Grant Offer for Airport Improvement Program (AIP) **Project No. 3-48-0138-065-2026** at Lubbock Preston Smith International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 21, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Noemi Cuevas, (817) 222-5352, noemi.cuevas@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

RODNEY E CLARK

Digitally signed by RODNEY E CLARK
Date: 2026.09.14 12:25:51 -05'00'

Rodney Clark
Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date **09/14/2026**

Airport/Planning Area Lubbock Preston Smith International Airport

Airport Grant Number 3-48-0138-065-2026

Unique Entity Identifier LXDNEKWRVKJ6

TO: City of Lubbock

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 05, 2026, for a grant of federal funds for a project at or associated with the Lubbock Preston Smith International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lubbock Preston Smith International Airport (herein called the “Project”) consisting of the following:

Acquire/Install Airfield Equipment [Vehicle Movement Area Transmitters]

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $92,340.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $92,340 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. <u>Ineligible or Unallowable Costs</u>. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **September 21, 2026**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

    a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

    b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated December 21, 2017, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Equipment Acquisition. The sponsor understands and agrees that any equipment acquired through this grant is considered a facility as that term is used in the Grant Assurances. Further, the equipment must be only operated by the sponsor. The sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

33. Plans and Specifications Approval Based Upon Certification. The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

34. Grants Issued on Estimates. The sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for the acquisition and installation of 27 VMATs; and the parties agree that within 90 days from the date of acceptance of this Grant Offer, the sponsor will receive bids for the acquisition and installation of this airfield equipment contained within the project description, which is more fully described in the Project Application. If, after the sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000.00 or five percent, whichever is greater based on the actual bid prices received, the FAA can issue a letter to the sponsor unilaterally reducing the maximum obligation. The sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

35. Mothers' Rooms. As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

36. Buy American Executive Orders. The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

RODNEY E CLARK

Digitally signed by RODNEY E CLARK
Date: 2026.09.14 12:26:06 -05'00'

(Signature)

Rodney Clark

(Typed Name)

Manager, Texas ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Lubbock
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: Bill Howerton, Jr.
(Typed Name of Sponsor's Authorized Official)

Title: Deputy City Manager
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Texas__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Lubbock**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 05, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

AI# 14515
Regular City Council Meeting **5. 19.**
09/22/2026:

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a lease agreement, and related documents, by and between the City of Lubbock, a home rule municipality, and Webber LLC, for property at Lubbock Preston Smith International Airport.

Item Summary

Webber LLC has leased property at Lubbock Preston Smith International Airport, since November 2019. This agreement replaces an existing agreement set to expire on September 30, 2026.

Webber LLC will lease approximately 45,150 square feet of land at $0.2938 per square foot per year, for a temporary office site during the Woodrow Road, US-87 and FM 835 projects, all within the Texas Department of Transportation (TXDOT), Lubbock District.

The annual rental income will be $13,265.07. The rental rate will be adjusted annually by the Consumer Price Index (CPI) every January, beginning in 2027.

The term of this lease agreement will begin October 1, 2026, and end on September 30, 2028.

Airport staff and the Airport Advisory Board recommend a new contract with Webber LLC for a land lease agreement at Lubbock Preston Smith International Airport.

Fiscal Impact

Approximately $13,265 in annual Airport revenue

Staff/Board Recommending

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

Attachments

Resolution - Webber LLC
Webber Lease Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Texas home rule municipality, a Lease Agreement for property located at the Lubbock Preston Smith International Airport, by and between the City of Lubbock and Webber LLC, 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:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Lease Agreement (Webber LLC)
August 5, 2026

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as the "Agreement" or "Lease," is entered into by the **CITY OF LUBBOCK** (referred to herein as City), a Home Rule Municipality of Lubbock County, Texas, and **WEBBER LLC.**, (referred to herein as Lessee).

WITNESSETH

WHEREAS, City owns, controls and operates the Lubbock Preston Smith International Airport (referred to herein as Airport), situated at Lubbock, Lubbock County, Texas, and has the authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth;

WHEREAS, City deems it advantageous to itself and to its operation of the Airport to lease unto Lessee ground area described herein, together with certain privileges, rights, uses and interest therein, as hereinafter set forth;

WHEREAS, Lessee is an individual primarily engaged in road construction; and

WHEREAS, Lessee has indicated a willingness and an ability to properly keep, maintain, and improve said premises in accordance with standards established by City.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, City hereby grants to Lessee the rights and privileges hereinafter described; Lessee agrees to accept the duties, responsibilities and obligations as hereinafter set forth; and the parties hereto, for themselves, their successors and assigns, agree as follows:

ARTICLE ONE

DEMISE OF LEASED PREMISES

1.01 LEASED PREMISES

City does hereby lease unto Lessee the premises described below and shown on, Exhibit "A" which is attached and is incorporated into and made a part of this Lease (hereinafter referred to as "Premises" or "Leased Premises").

Description of Leased Premises:

Land: approximately 45,150 square feet

1.02 USE OF AIRPORT

Lessee shall use the Leased Premises for a temporary office site during the Woodrow Road, US-87, and FM 835 projects, all within the Texas Department of Transportation (TxDOT), Lubbock District. Lessee shall not use the Leased Premises identified as contrary to the Airport Layout Plan, Airport Land Use Plan, and/or Legal requirements.

1.03 PUBLIC BENEFIT

Lessee agrees to operate the Leased Premises for the use and benefit of the public and further agrees where applicable:

A. To use reasonable efforts to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport;

B. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof; and

C. To charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the Lessee may make reasonable nondiscriminatory discounts, rebates or other similar types of price reductions for volume purchases.

ARTICLE TWO

TERM

2.01 TERM

The initial term of this Agreement shall begin on OCTOBER 1, 2026 and terminate on SEPTEMBER 30, 2028.

2.02 HOLDING OVER

In the event Lessee remains in possession of the Leased Premises after the expiration of this Agreement or any extension thereof, without any written renewal or extension of the Agreement, the rents, fees, and other charges paid during the holding over period shall be equal to a minimum of 150% of the monthly rents, fees, and other charges that were charged by the City at the time the Agreement expired.

ARTICLE THREE

RENTAL AND FEES

3.01 RENTALS

In consideration of the rights and privileges herein granted as singularly related to its use and enjoyment of the Leased Premises, Lessee shall pay to the City the following:

which shall be due and payable, in (12) equal monthly installments of **ONE THOUSAND ONE HUNDRED FIVE AND 42/100 DOLLARS ($1105.42)**.

B. **CONSUMER PRICE INDEX**

The parties hereto mutually agree that during the initial term of this Agreement, and during any renewal period, except as otherwise might be set out in this Agreement, the rental rates will be adjusted upward or downward for each ensuing calendar year beginning January 1, 2027, in direct proportion to the fluctuation in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for All Urban Consumers. Any adjustment to the rental rates resulting from changes in the CPI shall be determined by calculating the increase or decrease in the CPI for the preceding twelve (12) months.

3.02 PAYMENTS

All payments shall become due and payable on or before the 20th day of each month by the Lessee under this Agreement and shall be made to the City at Lubbock Preston Smith International Airport, 5401 N. MLK Blvd. Unit 389, Lubbock, Texas 79403. Lessee shall pay City a late payment charge of five percent (5%) of the total amount of rentals payable if payment of such rentals is not received by City on or before the **25th** day of the month.

ARTICLE FOUR

RIGHTS RESERVED TO CITY

4.01 SAFETY

City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from constructing or permitting construction of any building or other structure on or off the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.02 MAINTENANCE OF PUBLIC AREA

City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. Lessee will perform no maintenance activities outside the Leased Premises without the consent of the Executive Director of Aviation.

4.03 STANDARDS

City reserves the right to establish reasonable standards for the construction and maintenance of and alterations, repairs, additions or improvements of the leased facilities. This includes structural design, color, materials used, landscaping and maintenance of the Leased Premises.

Lessee shall comply with applicable statutes, ordinances, building codes, and rules and regulations of all governmental agencies as may have jurisdiction at the time. Subject to Lessee's Duty to Repair, City will not require Lessee to reconstruct or alter an existing improvement that has been constructed and maintained in good condition under a prior design standard.

4.04 TIME OF EMERGENCY

During time of war or national emergency, the City shall have the right to lease the landing area and any other portion of the Airport to the United States for governmental use and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the United States, shall be suspended.

4.05 DEVELOPMENT OF AIRPORT

City reserves the right to further develop or improve the Airport. However, the City shall notify Lessee, in writing, prior to the planned development or improvement affecting Lessee's Leased Premises.

4.06 SPONSOR'S ASSURANCE SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States concerning the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under this Lease or otherwise diminish the commercial value of this Lease, the City shall not be held liable therefor.

The City covenants and agrees that it will during the term of this Agreement operate and maintain the Airport as a public facility consistent with and pursuant to the Assurances given by the City to the United States Government under federal law.

4.07 INSPECTION OF LEASED PREMISES

City reserves the right to conduct inspections of the Leased Premises at reasonable times to ensure that fire, safety, and sanitation regulations and other provisions contained in this Lease are being adhered to by the Lessee.

4.08 RESERVATION OF AVIGATIONAL EASEMENT

City reserves to itself and its successors and assignees, for the use and benefits of the public, a right of avigation over the Leased Premises for the passage of Aircraft utilizing the Airport.

ARTICLE FIVE

RIGHTS RESERVED TO LESSEE

5.01 WAGES

The Parties hereto acknowledge and agree that any Improvements constructed on the Leased Premises by Lessee shall be considered Public Works for the purposes of determining applicability of Chapter 2258, Texas Government Code. The Parties further agree that all wages paid by Lessee in connection with the construction of said Improvements shall comply with the prevailing wage requirements set forth in state and federal law including Chapter 2258, Texas Government Code.

5.02 LESSEE'S DUTY TO REPAIR

Except as provided herein, any property of City, or for which City may be responsible, which is damaged or destroyed incident to the exercise of the rights or privileges herein granted, or which damage or destruction is occasioned by the negligence of Lessee, its employees, agents, servants, patrons, or invitees shall be properly repaired or replaced by Lessee to the reasonable satisfaction of the Director. In lieu of such repair or replacement, Lessee shall, if so required by the Director, pay City the replacement cost of such property.

5.03 PARKING

Lessee shall at its sole cost and expense provide adequate and suitable parking areas for use by its customers, employees, patrons, guests, and invitees upon its Premises.

5.04 WARRANTY OF NO SOLICITATION

Lessee warrants that it has not employed any person employed by City to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee.

5.05 LESSEE'S OBILGATIONS

Lessee shall be responsible for maintaining an on-going business at the Airport and complying with the PMCDs throughout the term of the Agreement. Additionally, any modifications to the business or corporate structure of the Lessee shall be communicated in advance to the Director. Lessee shall be responsible for the conduct, demeanor, and appearance of Lessee's representatives, officers, officials, employees, agents, and volunteers at the Airport and on the Leased Premises. Lessee shall be responsible for conducting Lessee's authorized Activities in a manner that does not interfere with or disturb others while also complying with applicable Legal Requirements. Lessee shall be responsible for promptly paying when due and owing all:

A. **UTILITIES** – Lessee shall assume and pay for all costs or charges for metered utility services provided to Lessee at the Premises during the term of this Agreement. Lessee shall have the

right, with written approval of City, to connect to any storm and sanitary sewers, and water, and utility outlets, the cost of usage, extension, installation, and meters, where required, to be paid by the Lessee.

B. **TRASH, GARBAGE, REFUSE, ETC.** – Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse produced as a result of Lessee's business operations on the Leased Premises.

C. **PAYMENT OF TAXES, FEES, AND ASSESSMENTS** – The Lessee agrees to pay promptly when due all federal, state, and local government taxes, license fees, and occupation taxes levied on either the Leased Premises or on the business conducted on the Leased Premises or on any of Lessee's property used in connection therewith, except as provided herein. Taxation may be subject to legal protest in accordance with the provisions of the taxing authority whose levy is questioned. Any protest shall be at the sole expense of Lessee. Delinquency in payment of such obligations after any protest has been settled shall, at the option of the City, be cause for immediate termination of this Lease.

D. **PAYMENT OF EXPENSES** – Lessee agrees to pay all costs, expenses, and other charges in connection with the property related to Lessee's use.

5.06 AMERICANS WITH DISABILITIES ACT

Less shall be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 as amended from time-to-time, with respect to the Leased Premises and its Activities at the Airport.

5.07 NON-DISCRIMINATION PRACTICES

Lessee, its agents and employees will not discriminate against any person or class of persons by reason of race, creed, color, national origin, age, sex, or disability in providing any services or in the use of any of its facilities provided for the public. Lessee further agrees to comply with such enforcement procedures as the United States Government might demand that the City take in order to comply with the Sponsor's Assurances. Lessee agrees not to illegally discriminate against any Employee or applicant for employment because of race, creed, color, national origin, age, sex, or disability.

ARTICLE SIX

GENERAL CONDITIONS

6.01 BUSINESS SOLICITATIONS

All of Lessee's business operations and solicitations will be confined to the Leased Premises.

6.02 RULES AND REGULATIONS

City reserves the right to issue through its Executive Director of Aviation such reasonable rules, regulations and procedures for activities and operations conducted on the Airport as deemed necessary to protect and preserve the safety, security and welfare of the Airport and all persons, property and facilities located thereon.

The Lessee's officers, agents, employees and servants will obey all rules and regulations which may be promulgated from time to time by the City or its authorized agents at the Airport, or by other lawful authority, to ensure the safe and orderly conduct of operations and traffic on the Airport.

6.03 COMPLIANCE WITH RULES AND REGULATIONS

Lessee agrees to operate and conduct its business in compliance with applicable federal, state and local rules and regulations and in compliance with all applicable statutes, ordinances, rules and regulations affecting the use, occupancy or operation of the Leased Premises and Airport. Lessee further agrees that in the event that a civil penalty or fine is levied against the Airport as a result of Lessee's failure to comply or act in accordance with said regulations, statutes and/or ordinances, Lessee shall within fifteen (15) days reimburse the Airport the full amount of the penalty or fine and immediately correct the failure, act or omission leading to, causing or contributing to the violation. Failure of the Lessee to comply with any requirement of this paragraph shall be cause for immediate termination of this Lease Agreement by City's Executive Director of Aviation. Provided, however, that the duty of the Lessee to reimburse City is subject to City providing written notice of any potential fine or penalty. Lessee shall be provided notice to participate in the proceeding and defend itself, with counsel of its choice, at its own cost.

6.04 IMPROVEMENTS OR ALTERATIONS

Lessee shall not make, permit or suffer any additions, improvements or alterations to the Leased Premises without the approval of the Director. Any such additions, improvements or alterations shall be made at the sole expense of the Lessee and title to the addition or improvements so made shall vest in the Lessee. Any trade fixtures installed by Lessee shall be removed by Lessee at its expense. The Lessee agrees to hold City harmless from Mechanic's and Materialman's liens arising from any construction additions, improvements, repairs or alterations effected by the Lessee.

6.05 SIGNAGE

The Lessee shall not erect outdoor identification signs without the prior written consent of the Director. Said consent will not be unreasonably withheld. Lessee's signage shall be in compliance with applicable City of Lubbock code of ordinances.

6.06.1 LIENS PROHIBITED

The Lessee shall not bind or attempt to bind the City for payment of any money in connection with the construction, repairing, alterations, or additions on the Leased Premises, and Lessee shall not permit any mechanic's, materialman's or contractor's liens to arise against the Premises or improvements thereon. Lessee expressly agrees that it will keep and save the Premises and the City harmless from all costs and damages resulting from any liens of any character created or that may be asserted through any act or thing done by the Lessee.

In the event that, as a result of Lessee's actions, any mechanic's lien or other lien or order for payment shall be filed against the Leased Premises or improvements thereon, or against City-owned property located thereon during the initial term hereof, or during any subsequent extension, Lessee shall defend on behalf of the City, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien or order. Failure of the Lessee to comply with any requirement of this section after having received fifteen days written notice thereof shall be cause for termination of this Agreement by the City.

6.07 INSPECTION OF LEASED PREMISES

City reserves the right to conduct inspections of the Leased Premises at reasonable times to ensure that fire, safety, and sanitation regulations and other provisions contained in this Lease are being adhered to by the Lessee.

6.09 RESERVATION OF AVIGATIONAL EASEMENT

City reserves to itself and its successors and assignees, for the use and benefits of the public, a right of avigation over the Leased Premises for the passage of Aircraft utilizing the Airport.

6.10 MAINTENANCE

The Lessee shall, at its own cost and expense, maintain the Leased Premises in a presentable condition reasonably free of trash, debris and weeds, and consistent with good business practices. Lessee shall repair all damages to Leased Premises caused by its employees, patrons or business operations thereon.

Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance, City deems necessary. If said maintenance is not undertaken by Lessee within

twenty (20) days after receipt of written notice, City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be paid by Lessee.

ARTICLE SEVEN

INDEMNIFICATION AND INSURANCE

7.01 INDEMNIFICATION

The Lessee shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts and omissions, and the City shall in no way be responsible therefore. Lessee shall indemnify and hold harmless, to the fullest extent permitted by law, City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities of Lessee contemplated hereunder. Lessee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or City's respective officers, employees, elected officials and/or agents on account of any claim for which it is obligated to indemnify City, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on City, or City's respective officers, employees, elected officials and/or agents, as applicable, resulting from the settlement or resolution of said suits, claims, and or administrative proceedings. In addition, Lessee shall pay to City, City's respective officers, employees, elected officials and/or agents, as applicable, all attorney fees incurred by such parties in enforcing Lessee's indemnity in this section.

Indemnification – Environmental Harm. Without limiting any provisions of this Agreement, Lessee shall also defend, indemnify and hold City and its respective officers, employees, elected officials and agents harmless from and against all suits, actions, claims, demands penalties, fines liabilities, settlements, damages, costs and expenses (including but not limited to reasonable attorney's and consultant's fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against City arising out of or in any way related to:

1. Any actual, threatened or alleged contamination by hazardous substances of the Premises or contamination by hazardous substances of the Airport by Lessee or its agents;
2. The presence, disposal, release or threatened release of hazardous substances by Lessee or its agents at the Airport that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons, animals or otherwise;

3. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to hazardous substances by Lessee at the Airport; or

4. Any violation by Lessee of any Environmental Laws that affects the Airport.

7.02 INSURANCE

The Lessee shall carry and maintain insurance at all times that this Lease is in effect, at Lessee's sole expense and with an underwriter authorized to do business in the State of Texas and acceptable to the City, against claims of general liability and workers' compensation resulting from Lessee's business activities at the Airport.

General Liability Insurance – Lessee will carry and maintain General Liability Insurance for the protection of City, naming City as an additional insured and insuring against all claims, losses, costs and expenses arising out of injuries to persons whether or not employed by the Lessee, damage to property whether resulting from acts or omissions, negligence or otherwise of the Lessee or any of its agents, employees patrons or other persons, and growing out of the use of the said Leased Premises by Lessee, such policies to provide not less than **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)** for Combined Single Limit General Liability Insurance.

Workers' Compensation and Employer Liability – If Lessee employs persons other than family members, Lessee shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Lessee 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 Lessee maintains said coverage. Any termination of worker's compensation insurance coverage by Lessee or any cancellation or nonrenewal of worker's compensation insurance coverage for the Lessee shall be a material breach of this Agreement.

To the extent permitted by law, the above-mentioned policies shall all include a waiver of subrogation. Certificates of insurance or other satisfactory evidence of insurance shall be filed with the City's Executive Director of Aviation prior to entry upon the Premises by the Lessee. The General Liability policies shall name the City as an additional insured, require the insurer to notify the Executive Director of Aviation of any alteration, renewal or cancellation, and remain in full force and effect until at least ten (10) days after such notice of alteration, renewal or cancellation is received by the Executive Director of Aviation. Current Certificates of Insurance and Endorsements shall be provided to the City, or other satisfactory evidence of insurance shall be filed with the Director of Aviation.

Hazard and Extended Coverage – Lessee shall procure from a company authorized to do business in the State of Texas and keep in force Hazard and Extended coverage insurance upon the Lessee owned buildings located on the Leased Premises to 80% of the full insurable value and shall furnish City with evidence that such coverage has been procured and is being maintained. City shall be named as additional insured on the policy.

ARTICLE EIGHT

SUBLEASE, SALE, ASSIGNMENT, OR TRANSFER

8.01 SUBLEASING

Lessee shall not sublease, sell, assign, or transfer the Agreement, in whole or in part, or any interest in the Agreement, or any rights or obligations the Lessee has under the Agreement, without the prior written consent by the Director.

8.02 SALE, ASSIGNMENT, OR TRANSFER

Lessee shall not sell, assign, or transfer the Agreement, in whole or in part, or any interest in the Agreement, or any rights or obligations the Lessee has under the Agreement, without the prior written consent by the Director.

8.04 ENCUMBRANCES AND MORTGAGES

Lessee shall not mortgage, pledge, assign as collateral, encumber or in any manner transfer, convey, or dispose of the Leased Premises or any interest therein without the prior written consent of the Director.

8.08 EXCLUSIVITY

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct construction activities.

8.09 NO RESIDENTIAL USE

It is understood and agreed that Lessee shall not permit or enter into any arrangement that results in permission for the Leased Premises to be used as a residence.

ARTICLE NINE

TERMINATION, CANCELLATION

9.01 TERMINATION

This Agreement shall terminate at the end of the term. Lessee shall have no further right or interest in any of the Premises or improvements hereby demised, except as provided herein.

9.02 TERMINATION BY LESSEE

The Lessee may, at the Lessee's option and provided the Lessee is current and in good standing, terminate the Agreement on the occurrence of any one or more of the following events:

1. The permanent abandonment or closure of the Airport by the City as a commercial service airport.
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating thereon.
3. In the event of acquisition by Condemnation or exercise of the power of eminent domain (by any Agency permitted to take property for public use) of any land or improvements associated with Lessee's Leased Premises, Lessee shall not institute any action or proceeding or assert any claim against the City for Compensation or consideration of any nature . All Compensation or consideration awarded or paid to Lessee upon a total or partial acquisition of the Leased Premises to the extent not related to Lessee's improvements (which for these purposes shall not include any Compensation or consideration from City) shall belong to the City without any participation of Lessee.
4. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use and operation of the Airport for a period of at least ninety (90) days.
5. The default of the City in the performance of any covenant or agreement herein required to be performed by the City and the failure of the City to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same.
6. Failure of City to maintain the landing area of the Airport for a period of at least sixty (60) days, which results in Lessee's inability to conduct business operations.

Lessee may recover directly from the condemning Agency the value of any claim relating to a taking of Lessee's improvements, provided that no such claim shall diminish or otherwise adversely affect the City's award. In the event of an acquisition by Condemnation or eminent domain of all interest in the Leased Premises, Lessee's obligation to pay rent shall cease and all leasehold interest created shall cease. In the event of an acquisition by Condemnation or eminent domain of a portion of interest in the Leased Premises, Lessee's obligation to pay rent shall cease as it pertains to the specific portion of the Leased Premises acquired. If the Condemnation or eminent domain substantially impairs the conduct of the Lessee's Activities and equates to more

than 50% of the total Leased Premises, Lessee may terminate the Agreement by notifying the City. If the Agreement is not terminated by the Lessee, the rent shall be adjusted accordingly

Lessee may exercise such right of termination by giving sixty (60) days advance written notice to the City at any time after the lapse of the applicable periods of time and this Lease shall terminate as of the sixty first (61st) day after such notice is given. Rental due hereunder shall be payable only to the effective date of said termination.

9.03 TERMINATION BY CITY

Any default or breach of this Agreement by Lessee shall constitute a default or breach of all agreements between the City and Lessee. The City shall consider any of the following a default or breach under the Agreement:

1. Failure to comply with Legal Requirements, Assurances, PMCDs, Airport's policies, standards, rules, regulations, and directives.
2. Failure to perform any condition, obligation, or privilege contained in this Agreement.
3. Failure of a Lessee engaged in Activities to obtain prior written consent from the Director before conducting additional Activities.
4. Failure to obtain prior written consent from the Director before making any improvements to the Leased Premises and/or at the Airport.
5. Failure to obtain prior written consent of the Director to sublease (or attempt to sublease) any portion of the Leased Premises.
6. Any sale or assignment of the Leased Premises or Agreement made (or attempted to be made) without the prior written consent of the Director.
7. Any change in controlling ownership of Lessee made (or attempted to be made) without the prior written consent of the Director.
8. Any encumbrance of the Leased Premises or Improvements on the Leased Premises made (or attempted to be made) without the prior written consent of the Director.
9. Failure to properly maintain the Leased Premises or promptly pay all utilities, insurance, and taxes when due and owing.
10. The filing of bankruptcy and/or assignment of substantially all Lessee's assets for the benefit of Lessee's creditors.
11. The filing of a lien against the Leased Premises.
12. The voluntary abandonment of the Leased Premises.

13. Falsification of any record so as to deprive the City of any right, privileges, rent, fees, or other charges under the Agreement.

14. Failure to remain Current or in Good Standing.

The failure of Lessee to observe or perform any of the terms and conditions of the Agreement, or the failure of Lessee to perform any of the terms and conditions of any other agreement with the City in any material respect such failure which shall have continued for thirty (30) days after written notice from Director, and without meaningful steps having been taken by Lessee to cure such default.

Once Agreement is terminated, City's agents may enter upon the Leased Premises and take immediate possession of the same and remove Lessee's effects. Any rental due hereunder shall be payable to said date of termination.

It is agreed that failure to declare this Lease terminated upon the default of Lessee for any of the reasons set forth above shall not be construed as a waiver of any of the City's rights hereunder or otherwise bar or preclude City from declaring this Agreement cancelled as a result of any subsequent violation of any of the terms or conditions of this Agreement. The acceptance of rentals or fees by City for any period or periods after a default of any of the terms, covenants, or conditions herein contained shall not be construed to be or act as a waiver by City of any subsequent by the Lessee.

9.04 REPLACEMENT AFTER DAMAGE

It is agreed between the parties hereto that in the event the Leased Premises are damaged by fire or other accidental cause during the initial term of this Lease so as to become totally or partially untenantable, the City shall have the option to restore the Premises to their former condition. If the City elects to exercise the option, the City shall give Lessee notice in writing of its election within thirty (30) days of the occurrence of such damage. If the City elects to restore the Premises, the City shall proceed with due diligence and there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the Premises, or part thereof, have been untenantable. Should the City not exercise the option to restore the Premises, the lease of such untenantable portion of the Premises shall cease and terminate effective on the date of damage by fire or other accidental cause.

9.05 REMOVAL OF LESSEE'S PROPERTY

The Lessee shall have the right, within thirty (30) days after the termination of this Lease, whether such termination comes upon expiration of the initial term, any extension or otherwise under any provision of this Lease, to remove from the Leased Premises all of Lessee's property which has not become the property of the City, but Lessee shall restore the Premises to the original condition, normal wear and tear excepted. The City, however, shall have a lien on all of Lessee's property to secure any unpaid rentals or other revenue due the City; and Lessee's right to remove property from the Leased Premises is conditioned upon all amounts due the City from Lessee having been paid in full. Unless a renewal agreement is executed, property left on the Premises after thirty (30) days from the date of termination of this Agreement shall be deemed abandoned and will become the property of the City, and may be disposed of as the City sees fit, without any liability to the Lessee to account for the proceeds of any sale; and the City, at its option, may require Lessee to remove the abandoned property and may charge rent from the date of expiration or termination of this Agreement through the day of final removal of the property, or of notification to the Lessee of the abandonment of the property and taking by the City, as the case may be.

9.06 TERMINATION OF LEASE AND SURRENDER OF LEASED PREMISES

The Lessee covenants and agrees that at the expiration of the initial term of this Lease, or any extension, or upon earlier termination as provided elsewhere in this Agreement, Lessee will quit and surrender the Leased Premises and the improvements in good condition, reasonable wear and tear expected, and the City shall have the right to take possession of the Leased Premises and the improvements, subject to the limitations expressed in Article Nine, of this Lease, with or without process of law.

ARTICLE TEN

MISCELLANEOUS PROVISIONS

10.01 CONFLICT OF INTEREST

The Lessee acknowledges that it is informed that Texas law prohibits contracts between the City of Lubbock and its "officers" and "employees," and that the prohibition extends to officers and employees of the City of Lubbock agencies, such as City-owned utilities, and certain City of Lubbock boards and commissions, and to contract with any partnership, corporation or other organization in which the officers or employees have a substantial interest. Lessee certifies (and this Agreement is made in reliance thereon) that neither the Lessee nor any person having an

interest in this Agreement is an officer or employee of the City of Lubbock or any of its agencies, boards or commissions.

10.02 NO WAIVER

City shall not waive the right to enforce the Agreement, in whole or in part.

10.03 LICENSES, CERTIFICATIONS, AND PERMITS

Lessee shall have (and provide copies to the Director upon request) all licenses, certifications, and permits required to conduct Lessee's Activities.

10.04 TEXAS GOVERNMENT CODE CHS. 2252/2253 CONTRACTOR BOND/NOTICE REQUIREMENTS

A. Lessee shall include in any contract for the construction, alteration, or repair of an improvement to the Premises ("Construction Activities"), a condition that the contractor performing said Construction Activities ("Contractor") execute and provide: 1) a payment bond that conforms to Subchapter I, Chapter 53, Texas Property Code; and 2) a performance bond, naming the Lessor as the sole obligee, in an amount equal to the amount of the contract, and further conditioned on the faithful performance of the Contractor's work in accordance with the plans, specifications, and contract documents (collectively the "Bonds").

B. Lessee shall provide Lessor written notice of any Construction Activities to the Premises at least ninety (90) days in advance of the commencement thereof. Notice shall include the following: 1) identification of the property where the work will be performed; 2) description of the work to be performed; 3) statement of the total cost of the work to be performed; 4) properly executed original copies of the Bonds required under Section A above; and 5) a written acknowledgment, in a form acceptable to Lessor and signed by the Contractor, stating that copies of the Bonds will be provided to all subcontractors not later than five (5) days after the date a subcontract is executed.

C. Notwithstanding any other provision in this Agreement, Lessee understands and agrees that Lessor retains the right, on or before the tenth (10th) day the notice required in Section B above is received, to notify Lessee that the Construction Activities may not proceed. Lessor shall not be liable for any damages in connection with Lessee's activities that were undertaken prior to Lessor's exercise of this right.

10.05 INDEPENDENT ENTITIES

This Agreement shall not be construed to establish a partnership between the City and Lessee.

10.06 BINDING EFFECT

This Agreement shall be binding on and take effect to the benefits of the heirs, successors, and assigns of the City and the Lessee.

10.07 SUBORDINATION

This Agreement is subordinate to any agreement between the City and the United States Government, the State of Texas, or any other Agency having jurisdiction.

10.08 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF CITY

No officer, elected official, Employee, agent, or representative, etc. of City shall be personally liable for a default or liability under this Agreement.

10.09 GOVERNING LAW AND VENUE

This Agreement shall be made in accordance with the laws of Texas and the venue in Lubbock County.

10.10 PARAGRAPH HEADINGS

The paragraph headings in this Agreement shall only be used as a matter of convenience and/or reference.

10.11 SEVERABILITY

If a provision of the Agreement is held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such provision shall not in any way affect the validity of any other provisions of the Agreement.

10.12 COUNTERPARTS

If this Agreement is executed in counterparts, each shall be deemed an original and which together shall constitute one and the same Agreement.

10.13 MODIFICATION

Any change or modification to the Agreement shall not be valid unless made in writing, agreed to, and signed by the City and Lessee.

10.14 COMPLIANCE WITH CHAPTER 2270, SUBTITLE F, TITLE 10, TEXAS GOVERNMENT CODE

The Lessee warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel; and (2) it will not boycott Israel during the term of the Agreement.

10.15 NOTICES

Notices to the City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to

the Executive Director of Aviation, Lubbock Preston Smith International Airport, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403. Notices to the Lessee shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to Webber LLC, 7502 North IH-27, Lubbock, Texas 79403.

10.16 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, 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.

10.17 TIME OF THE ESSENCE

The City and Lessee shall agree that time is of the essence in performance of the Agreement.

10.18 ENTIRE AGREEMENT

This Lease constitutes the entire Agreement between the City and Lessee, and any other written or parole agreement with the City is expressly waived by Lessee.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

EXECUTED this _____ day of _____, 2026

THE CITY OF LUBBOCK

BY: _____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

WEBBER LLC

BY: _____

Title: ~~OWNER~~ Construction Manager

Date: 09/08/2026

AI# 14612
Regular City Council Meeting 5. 20.
09/22/2026:

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor, or his designee, to execute a Fiscal Year 2027 Urban State Program Project Grant Agreement, Texas Department of Transportation Project No. URB 2702 (05), Project ID 51309020527, with the Texas Department of Transportation, for public transportation operating assistance.

Item Summary

The Texas Department of Transportation (TxDOT) has awarded the City of Lubbock an Urban State Program Grant in the amount of $649,052, to provide operating assistance for Citibus public transportation services during Fiscal Year 2027. The grant funding is included in the Citibus FY 2027 Operating Budget.

Citibus provides accessible public transportation services within the City of Lubbock through its fixed route, demand response microtransit, and ADA complementary paratransit services. All services are operated in accordance with applicable federal, state, and local requirements for vehicle maintenance, facilities, preventive maintenance, safety, and accessibility for persons with disabilities.

The Project Grant Agreement has a contract period of September 1, 2026, through August 31, 2027. Reimbursement of eligible expenses is subject to the terms and conditions of the Project Grant Agreement and associated Master Grant Agreement.

Fiscal Impact

Acceptance of the Urban State Program Grant in the amount of $649,052 from TxDOT, will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell Citibus General Manager
Public Transit Advisory Board

Attachments

Resolution - TxDOT FY 27 URB 5307 Grant PGA
TxDOT FY 27 URB 5307 Grant PGA

RESOLUTION

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

THAT the Mayor of the City of Lubbock, or his designee, is hereby authorized to execute the Urban State Program Fiscal Year 2027 Project Grant Agreement from the Texas Department of Transportation (TxDOT), TxDOT Project # URB 2702 (05), Project ID # 51309020527, to the assist City of Lubbock in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456. Said Grant Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Ryan Brooke, Senior Assistant City Attorney

RES. Citibus – TxDOT Urban State Program FY 2027
9.3.26

FAIN/State	FEDERAL AWARD DATE	TXDOT PROJECT #	PROJECT ID #
State-2027	9/1/2026	URB 2702 (05)	51309020527

NOT RESEARCH AND DEVELOPMENT
URBANIZED AREA: Lubbock

STATE OF TEXAS §

COUNTY OF TRAVIS §

URBAN STATE PROGRAM FISCAL YEAR 2027
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Lubbock, City of, called the "Subrecipient".

WITNESSETH

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

WHEREAS, the Subrecipient submitted a Fiscal Year 2027 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 117206; and,

WHEREAS, the Subrecipient must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

WHEREAS, The associated Master Grant Agreement for this PGA is (MGA-2027-2031-LUBBOCK-256-00).

NOW THEREFORE, the State and Subrecipient agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

The contract period for this PGA is 9/1/2026 - 9/30/2027, unless terminated or otherwise modified in an Amendment. Any cost incurred before or after the contract period shall be ineligible for reimbursement. No reimbursement for allowable costs incurred during the contract period shall be processed until this agreement is executed by all parties, and Grantee assumes the risk of any expenses incurred prior to full execution. This PGA will not be fully executed until both parties have also executed an MGA and the required Certification and Assurances has been submitted to the State. The time period of this PGA cannot be extended past the MGA, without exception.

ARTICLE 2. PROJECT DESCRIPTION

A. The Subrecipient shall complete the public transportation project described in the Grant Application, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Subrecipient shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.

B. If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is $649,052 and 0 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the TGEMS system.

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented

ARTICLE 7. ACCESS TO INFORMATION

The Subrecipient is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

THIS AGREEMENT IS EXECUTED by the State and the Subrecipient in duplicate.

THE SUBRECIPIENT

_____

Signature

_____

Title

_____

Date

THE STATE OF TEXAS

_____

Signature

_____

Title

_____

Date

List of Attachments

A – Approved Project Description
B – Approved Project Budget
C – Milestones
E – Attachment E
F – Attachment F

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

CitiAccess, consists of 32 paratransit vans , which serves origins and destinations within the city limits. Citibus also
provides a New Freedom supported evening transportation service. All services operate under guidelines from
Federal, State, and local authorities for maintaining buses, facilities, preventative maintenance, and safety. All
vehicles are accessible to persons with disabilities. Citibus does not subcontract any part of the services that are
provided. Citibus provides service Monday through Saturday from 5:30am to 10:30pm, except holidays.

ATTACHMENT B
APPROVED PROJECT BUDGET

#	FAIN	Description	Fuel Type	# of Units	Award Amount	Total Funds
1	State-2027	Operating - 30.09.01			$649,052	$649,052
Total:					$649,052	$649,052

ATTACHMENT C

MILESTONES

#	FAIN	Description	Fuel Type	# of Units	Award Amount	Estimated RFP/IFB Issued	Estimated Contract Award	Estimated First Vehicle Delivered	Estimated Last Vehicle Delivered	Estimated Contract Complete
1	State-2027	Operating - 30.09.01			$649,052		9/1/2026			8/31/2027

ATTACHMENT E

This section is not applicable for this PGA.

ATTACHMENT F

This section is not applicable for this PGA.

AI# 14522
Regular City Council Meeting 5. 21.
09/22/2026:

Information

Agenda Item

Ordinance 2nd Reading - Business Development: Consider adoption of the Nineteenth Supplemental Ordinance No. 2026-O0120, which supplements the Assessment Ordinance and approves and adopts the Annual Plan Update and the Updated Roll, for the Vintage Township Public Improvement District.

Item Summary

On September 8, 2026, the City Council approved the first reading of the ordinance.

On June 26, 2007, the City Council approved Ordinance No. 2007-O0058, which approved a Service and Assessment Plan and Assessment Roll for Vintage Township Public Improvement District (PID). Supplemental Ordinances reviewing and updating the Plan and levying the assessment on property within the PID were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, September 4, 2014, September 10, 2015, September 8, 2016, September 14, 2017, September 27, 2018, September 24, 2019, September 8, 2020, September 14, 2021, September 13, 2022, September 8, 2023, September 10, 2024, and September 9, 2025.

On April 24, 2008, the Vintage Township Public Facilities Corporation and the City Council authorized the issuance of PID bonds, payable from assessments on the property within the PID, to provide financing for public improvements within the PID. The PID statute and the Assessment Ordinance require that the City Council annually review and update the Service and Assessment Plan and the Assessment Roll.

Since the PID assessments were levied on June 26, 2007, after a public hearing and public notice (and now secure the bonds), it is not necessary to provide new notice or a public hearing relating to the Service Plan Update. As contemplated by the Assessment Ordinance, the Service Plan Update will confirm the original Assessment Roll to the principal and interest payment schedule required for the bonds. In addition, the Service Plan Update also updates the Assessment Roll to reflect prepayments, property divisions, and changes to the budget allocation for PID improvements that occur during the year, if any.

Fiscal Impact

The bonds are not payable from City funds. There is no fiscal impact to the City.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Danielle Williams, Business Development Director
Molly Ballesteros, Special Districts Manager

Attachments

Vintage Township PID Service and Assessment Plan Ordinance

Service and Assessment Plan

ORDINANCE NO. _____

THE NINETEENTH SUPPLEMENTAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUBBOCK UPDATING THE VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL.

WHEREAS, on January 12, 2007, after notice and a public hearing in the manner required by law, the City Council of the City of Lubbock, Texas (the "City") approved a resolution authorizing the creation of the Vintage Township Public Improvement District (the "District"); and

WHEREAS, on June 14, 2007 and June 26, 2007, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2007-O0058 (the "Assessment Ordinance") approving a Service and Assessment Plan (the "Plan") and Assessment Roll (the "Roll") and the levy of assessments on property in the District; and

WHEREAS, on April 24, 2008, the City Council and the Vintage Township Public Facilities Corporation issued bonds secured directly and indirectly, respectively, by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "Act") and the Plan require that the Plan and the Roll be annually reviewed and updated; and

WHEREAS, Supplemental Ordinances reviewing and updating the Plan were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, September 4, 2014, September 10, 2015, September 8, 2016, September 14, 2017; September 27, 2018; September 24, 2019; September 8, 2020, September 14, 2021, and September 13, 2022; September 8, 2023; September 10, 2024; August 26, 2025; and

WHEREAS, the annual Plan update and updated Roll attached as Exhibit A hereto conform the original Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Roll, and update the Roll to reflect repayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the annual Plan update and the updated Roll in conformity with the requirements of the Act.

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

Section 1. Findings: The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

Section 2. Annual Service Plan Update and Assessment Roll: The Annual Service Plan Update and updated Assessment Roll attached hereto as Exhibit A are hereby accepted and approved.

Section 3. Effective Date: This Ordinance shall take effect upon passage and execution hereof.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2026.

Passed by the City Council on second reading on_____, 2026.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____ for
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Heather Heinrich, Assistant City Attorney

ccdocs II/ORD Vintage Township 19th Supplemental PID Assessment 2026
September 8, 2026

VINTAGE
PUBLIC IMPROVEMENT DISTRICT

CITY OF LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE
2026-27

AS APPROVED BY CITY COUNCIL ON:
SEPTEMBER 8, 2026

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

VINTAGE PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE – 2026-27

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APPENDIX C - PID ASSESSMENT NOTICE

A. INTRODUCTION

The Vintage Township Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council on January 12, 2007 to finance certain public improvement projects for the benefit of the property in the PID. The Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008A in the aggregate principal amount of $2,193,000 (the "Series 2008A Bonds") and the Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008B in the aggregate principal amount of $1,279,000 (the "Series 2008B Bonds") were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was approved by the City pursuant to Ordinance No. 2007-00058, as amended by Ordinance No. 2008-00005, identifying the public improvements (the "Improvement Project") to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. Section 372.015(d) provides that the amount of assessment for each property owner may be adjusted following the annual review of the service plan. This document is the update of the Service and Assessment Plan for 2026-27.

The City had an assessment roll (the "Assessment Roll") prepared identifying the assessments on each Parcel, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan also explains the update of the Assessment Roll.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments are binding upon the owners of Assessed Property and their respective transferees, legal representatives, heirs, devisees, successors and assigns. The Assessments have lien priority as specified in the PID Act.

Effective September 1, 2021, the Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix D and a copy of the projected schedule of annual installments as Appendix B-2. A copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all

or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

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

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

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

(the remainder of this page is intentionally left blank)

B. UPDATE OF THE SERVICE PLAN

I. ANNUAL BUDGET FOR THE IMPROVEMENT PROJECTS

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

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

Table B-1
Sources and Uses of Funds
Public Improvements

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

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

A Service and Assessment Plan must cover a period of five years. All of the Improvement Projects are expected to be provided within a period of five years. The anticipated budget for the Improvement Projects over a period of five years and the indebtedness expected to be incurred for these costs is shown by Table B-2 and Table B-3 below.

Table B-2
Improvement Project A
PID Sources and Uses of Funds
2008 – 2031

Sources of Funds	Year 2008-2025	Year 2026-2031	Total
Bond proceeds	$2,193,000	$0	$2,193,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$0	$40,928
Other private funds	$804,366	$0	$804,366
Total Sources of Funds	**$3,257,594**	**$0**	**$3,257,594**
Uses of Funds			
Improvement project	$2,920,808	$0	$2,920,808
Capitalized Interest Account	$61,644	$0	$61,644
Collection Costs Account	$14,914	$0	$14,914
Reserve Account	$219,300	$0	$219,300
Prepayment Reserve Account	$40,928	$0	$40,928
Total Uses of Funds	**$3,257,594**	**$0**	**$3,257,594**

Table B-3
Improvement Project B
PID Sources and Uses of Funds
2008 – 2031

Sources of Funds	Year 2008-2025	Year 2026-2031	Total
Bond proceeds	$1,279,000	$0	$1,279,000
Developer's contribution to Prepayment Reserve Account	$23,870	$0	$23,870
Other private funds	$833,286	$0	$833,286
Total Sources of Funds	**$2,136,156**	**$0**	**$2,136,156**
Uses of Funds			
Improvement Project	$1,828,466	$0	$1,828,466
Capitalized Interest Account	$128,694	$0	$128,694
Collection Costs Account	$27,226	$0	$27,226
Reserve Account	$127,900	$0	$127,900
Develop Sub-Account of the Prepayment Reserve Account	$23,870	$0	$23,870
Total Uses of Funds	**$2,136,156**	**$0**	**$2,136,156**

II. DEBT SERVICE AND COLLECTION COSTS

The Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Series 2008A and Series 2008B Bonds, of which twelve (12) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Series 2008A and Series 2008B Bonds with a maximum of nine percent per annum commencing with the issuance of the Series 2008A Bonds. The interest rate on the Series 2008A Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Series 2008A Bonds is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2026 and will be delinquent on February 1, 2027.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments for each Parcel and the Annual Installments and Annual Collection Costs to be collected from each Parcel. Annual Collection Costs shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Indenture of Trust, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service is to be paid on the Series 2008A Bonds from the collection of the Annual Installments. The interest rate to be paid on the Series 2008A Bonds is 7.375 percent. In addition, "Collection Costs" are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

The budget for the PID to be paid from the collection of Annual Installments for 2026-27 is shown by Table B-4 on the following page.

(the remainder of this page is intentionally left blank)

Table B-4
Budget for the Annual Installments
to be Collected for 2026-27

Descriptions	Improvement Project A Series 2008A Bonds	Improvement Project B Series 2008B Bonds	Total
Interest payment on April 1, 2027	$61,155	$0	$61,155
Interest payment on October 1, 2027	$61,155	$0	$61,155
Principal payment on October 1, 2027	$76,000	$0	$76,000
Subtotal debt service on bonds	*$198,310*	*$0*	*$198,310*
Annual Collection Costs	$30,000	$0	$30,000
Subtotal Expenses	*$30,000*	*$0*	*$30,000*
Available Capitalized Interest Funds	$0	$0	$0
Available Administrative Expense Funds	$0	$0	$0
Subtotal funds available	*$0*	*$0*	*$0*
Annual Installments	**$228,310**	**$0**	**$228,310**

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

As explained above, the interest rate on the Series 2008A Bonds is 7.375 percent per annum, which is used to calculate the interest on the Assessment Part A.

Annual Installments to be Collected from previously subdivided lots

The Assessment Part A per Equivalent Unit for all lots, other than the newly subdivided Phase Three Lots, is calculated as $5,031 based on the revised number of units to be developed. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2026-27 are shown in Table B-5 below.

Table B-5
Interest Due on Assessment Part A
to be Collected for 2026-27

Land Use Class	Assessment per EU	EU	Assessment Part A per unit	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$5,031	1.00	$5,031	7.375%	$371.07
Land Use Class 2	$5,031	1.66	$8,352	7.375%	$615.97
Land Use Class 3	$5,031	2.29	$11,522	7.375%	$849.74

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2026-27 is $76,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2027. The Total Assessment Part A outstanding is shown as $1,658,435 in Appendix B-1 after the regular principal payment on October 1, 2026. Accordingly, the Assessment Part A due for 2026-27 is 4.583 percent of the outstanding Assessment Part A (i.e., $76,000 ÷ $1,658,435 = 4.583%).

The Assessment Part A due to be collected from each Land Use Class for 2026-27 is shown in Table B-6 below.

Table B-6
Assessment Part A Due
to be Collected for 2026-27

Land Use Class	Assessment Part A per unit	Percentage	Assessment Part A Due
Land Use Class 1	$5,031	4.583%	$230.57
Land Use Class 2	$8,352	4.583%	$382.75
Land Use Class 3	$11,522	4.583%	$528.01

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The net Annual Collection Costs for the collection of Assessment Part A are estimated to be $30,000. The total outstanding Assessment Part A is shown as $1,658,435 in Appendix B-1. Accordingly, the Annual Collection Costs due for 2026-27 is 1.809 percent of the outstanding Assessment Part A (i.e., $30,000 ÷ $1,658,435 = 1.809%). The Annual Collection Costs to be collected for 2026-27 is shown in Table B-7 below.

Table B-7
Annual Collection Costs for Assessment Part A
to be Collected for 2026-27

Land Use Class	Assessment Part A per unit	Percentage	Annual Collection Costs Per Unit
Land Use Class 1	$5,031	1.809%	$91.01
Land Use Class 2	$8,352	1.809%	$151.08
Land Use Class 3	$11,522	1.809%	$208.42

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2026-27, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table B-8 below.

Table B-8
Annual Installment Part A
to be Collected for 2026-27

Land Use Class	EU	Interest Due per Unit	Assessment Part A Due	Annual Assessment	Annual collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	1.00	$371.07	$230.57	$601.64	$91.01	$692.66
Land Use Class 2	1.66	$615.97	$382.75	$998.72	$151.08	$1,149.80
Land Use Class 3	2.29	$849.74	$528.01	$1,377.75	$208.42	$1,586.17

As of April 1, 2014, all outstanding Assessment Part B were prepaid and the corresponding Series 2008B Bonds were fully redeemed with proceeds of the prepayments. As a result, Assessment Part B is no longer collected from the Parcels in the PID.

Annual Installments to be Collected from Phase Three Lots

The Assessment Part A per Equivalent Unit amounts allocated to the lots within Phase Three (the "Phase Three Lots") was $5,049 as shown in the Update of the Assessment Roll section of this annual update. This amount is slightly higher than the Assessment Part A and per Equivalent Unit amount of $5,031 allocated to all previously subdivided lots. As a result, the Annual Installment amounts due for the Phase Three Lots are calculated separately based on the Assessment amounts allocated to each of these subdivided Parcels as shown below.

The Assessment Part A per Equivalent Unit for the Phase Three Lots is calculated as $5,049 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected from each of the Phase Three Lots for 2026-27 are shown in Table B-9 below.

Table B-9
Interest Due on Assessment Part A – Phase Three Lots
to be Collected for 2026-27

Land Use Class	Assessment per EU	EU	Assessment Part A per unit	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$5,049	1.00	$5,049	7.375%	$372.36
Land Use Class 2	$5,049	1.66	$8,381	7.375%	$618.12
Land Use Class 3	$5,049	2.29	$11,562	7.375%	$852.71

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2026-27 is $76,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2027. The Total Assessment Part A outstanding is shown as $1,658,435 in Appendix B-1. Accordingly, the Assessment Part A due for 2026-27 is 4.583 percent of the outstanding Assessment Part A (i.e., $76,000 ÷ $1,658,435 = 4.583%).

The Assessment Part A due to be collected for Phase Three Lots for 2026-27 from each of the subdivided lots is shown in Table B-10 on the following page.

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Table B-10
Assessment Part A Due – Phase Three Lots
to be Collected for 2026-27

Land Use Class	Assessment Part A per unit	Percentage	Assessment Part A Due
Land Use Class 1	$5,049	4.583%	$231.38
Land Use Class 2	$8,381	4.583%	$384.08
Land Use Class 3	$11,562	4.583%	$529.85

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The net Annual Collection Costs for the collection of Assessment Part A are estimated to be $30,000. The total outstanding Assessment Part A is shown as $1,658,435 in Appendix B-1. Accordingly, the Annual Collection Costs due for 2026-27 is 1.809 percent of the outstanding Assessment Part A (i.e., $30,000 ÷ $1,658,435 = 1.809%). The Annual Collection Costs to be collected for Phase Three Lots for 2026-27 is shown in Table B-11 below.

Table B-11
Annual Collection Costs for Assessment Part A – Phase Three Lots
to be Collected for 2026-27

Land Use Class	Assessment Part A per unit	Percentage	Annual Collection Costs Per Unit
Land Use Class 1	$5,049	1.809%	$91.33
Land Use Class 2	$8,381	1.809%	$151.61
Land Use Class 3	$11,562	1.809%	$209.15

Note: The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2026-27 from each of the Phase Three Lots, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table B-12 below.

Table B-12
Annual Installment Part A – Phase Three Lots
to be Collected for 2026-27

Land Use Class	EU	Interest Due per Unit	Assessment Part A Due	Annual Assessment	Annual collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	1.00	$372.36	$231.38	$603.74	$91.33	$695.07
Land Use Class 2	1.66	$618.12	$384.08	$1,002.20	$151.61	$1,153.82
Land Use Class 3	2.29	$852.71	$529.85	$1,382.56	$209.15	$1,591.71

There is no Annual Installment Part B to be collected from the Phase Three Lots.

III. Annual Optional Redemption Review

The Bonds were issued in April 2008. Pursuant to Section 4.3 of the Indenture of Trust, the City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after October 1, 2018, such redemption date or dates to be fixed by the City, at the redemption prices and dates shown in the Indenture of Trust.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Bonds may be viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding is currently viable will inform the City accordingly.

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C. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan provided for the "Assessed Property" to be classified into one of three categories for purpose of allocating the Assessments, as follows:

(i) Land Use Class 1,

(ii) Land Use Class 2, and

(iii) Land Use Class 3.

Land Use Class 1 consists of residential dwelling units of 2,100 square feet of living area or less. Land Use Class 2 consists of residential dwelling units with between 2,100 and 3,000 square feet of living area. Land Use Class 3 consists of residential dwelling units with greater than 3,000 square feet of living area.

The Service and Assessment Plan identified Equivalent Units for each lot in each land use class as follows:

Land Use Class 1 Lots	1.00 per dwelling unit
Land Use Class 2 Lots	1.66 per dwelling unit
Land Use Class 3 Lots	2.29 per dwelling unit

The Equivalent Unit factors are the ratio of the Assessments as allocated to each lot in each property class. These Equivalent Unit factors were based on the relative size of the average unit in each class. This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

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D. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) The identification of each Assessed Parcel in the PID (including, if available, the tax Parcel identification number for such Parcel), (ii) the Assessments, including any adjustments as provided for in this Service and Assessment Plan; (iii) the Annual Installment for the relevant year (if such Assessment is payable) for each Parcel; (iv) prepayments of the Assessments as provided for in the Service and Assessment Plan and (B) any other changes helpful to the administration of the PID and permitted by law.

The Assessment Roll and a summary of the Assessment Roll are shown in Appendix B-1. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel in each Improvement Area. Assessments are to be reallocated for the subdivision of any Parcels.

I. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

D = the sum of the Equivalent Units for all of the new subdivided Parcels

There have been no additional Parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2026-27.

Consolidated Parcels

According to the Service and Assessment Plan, upon the consolidation of two or more Parcels, the Assessment Part A and Assessment Part B for the consolidated Parcel shall be the sum of the Assessment Part A and Assessment Part B prior to the consolidation, with each calculated separately.

According to the Lubbock Central Appraisal District, Parcels R318307 and R318308 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318307 in 2013.

According to the Lubbock Central Appraisal District, Parcels R318313 and R318314 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318314 in 2013.

According to the Lubbock Central Appraisal District, Parcels R318328 and R318329 (Land Use Class 2 and Land Use Class 1 lots, respectively) were consolidated as Parcel R318328 in 2014.

According to Lubbock Central Appraisal District Parcels R318373, R318374, R318375, R318376, and R318377 (all Land Use Class 1) were consolidated and replatted as R318373 in 2018.

According to Lubbock Central Appraisal District Parcels R314871 and R314872 (Land Use Class 2 and Land Use Class 3 lots, respectively) were consolidated and replatted as R314871 as of August 7, 2020.

According to Lubbock Central Appraisal District Parcels R318369, R318370, R318371, and R318372, (all Land Use Class 1) were consolidated and replatted as R318369 as of August 7, 2020.

II. Prepayment of Assessments

Assessment Part A has been prepaid for nine lots through July 31, 2022. According to the trustee for the Bonds, Series 2008A Bonds in the total amount of $78,000 have been redeemed with the prepayment proceeds as of July 31, 2022.

In addition, in February of 2023, Parcel R318353 prepaid the Assessment Part A in full. Each of the prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B-1.

Assessment Part B has been prepaid for all Parcels as of July 31, 2022. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B-1. Series 2008B Bonds in the total amount of $1,274,000 were redeemed with prepayment proceeds through July 31, 2022.

The complete Assessment Roll updated as described herein is available at the City of Lubbock, 1314 Avenue K, Lubbock, Texas 79401.

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E. UPDATES OF MISCELLANEOUS PROVISIONS

There are no additional updates to be included in the Annual Service Plan update for 2026-27.

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APPENDIX A
THE IMPROVEMENT PROJECTS

Appendix A
The Improvement Project

	Improvement Project A			Improvement Project B		
Hard Costs	**Original Budget**	**Budget Changes**	**Revised Budget**	**Original Budget**	**Budget Changes**	**Revised Budget**
Land	$0	$0	$0	$390,000	($247,090)	$142,910
Site Preparation	$288,511	$355,780	$644,291	$79,906	$88,055	$167,961
Drainage	$136,232	($136,232)	$0	$136,232	($102,637)	$33,595
Streets and alleys	$0	$0	$0	$706,430	$4,206	$710,636
Walkways	$0	$0	$0	$59,523	($59,523)	$0
Water and sewer	$0	$0	$0	$752,265	($409,645)	$342,620
Lighting and street signs	$154,683	($25,693)	$128,990	$4,107	$681	$4,788
Signage and monumentation	$9,795	($9,475)	$320	$0	$3,015	$3,015
Park features	$1,081,340	($7,593)	$1,073,747	$0	$0	$0
Roundabouts	$67,795	$19,517	$87,312	$0	$0	$0
Street trees and irrigation	$412,091	($213,590)	$198,501	$0	$0	$0
Sub-total hard costs	*$2,150,447*	*($17,286)*	*$2,133,161*	*$2,128,463*	*($722,938)*	*$1,405,525*
Soft Costs						
Project administration	$84,884	$529	$85,413	$11,577	$25,029	$36,606
Master planning	$67,012	$199,424	$266,436	$0	$73,946	$73,946
Architectural design	$102,862	($102,862)	$0	$130	($130)	$0
Engineering (civil)	$239,216	$169,311	$408,527	$235,905	$59,500	$295,405
Engineering (other)	$4,210	$3,464	$7,674	$8,952	($5,207)	$3,745
Legal fees	$7,720	$5,640	$13,360	$1,278	($1,278)	$0
Regulatory and impact fees	$8,032	($5,902)	$2,130	$20,563	($7,324)	$13,239
Insurance and bonding	$0	$4,107	$4,107	$0	$0	$0
Sub-total soft costs	*$513,936*	*$273,711*	*$787,647*	*$278,405*	*$144,536*	*$422,941*
Contingency	**$266,439**	**($266,439)**	**$0**	**$248,901**	**($248,901)**	**$0**
Total	**$2,930,822**	**($10,014)**	**$2,920,808**	**$2,655,769**	**($827,303)**	**$1,828,466**

APPENDIX B-1
2026-27 - ASSESSMENT ROLL SUMMARY

ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2026-27

						Assessments						Part A		Part B			Total	
Tax Reference No.	Estimated No. of units	Lot No.	Phase	Lot Type	Total Equivalent Units	Part A	Part B	Total	Principal	Interest	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs2	Total 2
R310559	0	1	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310560	1	2	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310561	1	3	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310562	1	4	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310563	1	5	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310564	1	6	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310565	1	7	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310566	1	8	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310567	1	9	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310568	1	10	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310569	1	11	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310570	1	12	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310571	1	13	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310572	1	14	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310573	1	15	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310574	1	16	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310575	1	17	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310576	1	18	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310577	1	19	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310578	1	20	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310579	1	21	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310580	1	22	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310581	1	23	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310582	1	24	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310583	1	25	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310584	1	26	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310585	1	27	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310586	1	28	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310587	1	29	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310588	1	30	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310589	0	31	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310590	1	32	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310591	1	33	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310592	1	34	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310593	1	35	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310594	1	36	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310595	1	37	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310596	1	38	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310597	1	39	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310598	1	40	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310599	1	41	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310600	1	42	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310601	1	43	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310602	1	44	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310603	1	45	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310604	1	46	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310605	0	47	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310606	0	48	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310607	0	49	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310608	1	50	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310609	1	51	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310610	1	52	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310611	1	53	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310612	1	54	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310613	1	55	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310614	1	56	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310615	1	57	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310616	0	58	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310622	0	59	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310623	1	60	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310624	1	61	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310625	1	62	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310626	1	63	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310627	1	64	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310628	0	65	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310629	0	66	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310630	1	67	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310631	1	68	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310632	1	69	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310633	1	70	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310634	0	71	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310635	0	72	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310636	1	73	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310637	0	74	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310638	1	75	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310639	1	76	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310640	1	77	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310641	1	78	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310642	1	79	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310643	1	80	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310644	1	81	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310645	1	82	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310646	1	83	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310647	1	84	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310648	1	85	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310649	1	86	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310650	1	87	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310651	0	88	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310652	1	89	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310653	1	90	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310654	1	91	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310655	1	92	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310656	1	93	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310657	1	94	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310658	0	95	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310659	1	96	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310660	1	97	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310661	1	98	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310662	1	99	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310663	1	100	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310664	1	101	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R310665	1	102	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310666	1	103	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310667	1	104	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310668	1	105	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310669	1	106	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310670	1	107	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R310671	1	108	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310672	0	109	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310673	1	110	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R310674	1	111	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314854	1	112	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314855	1	113	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314856	1	114	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314857	1	115	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314858	1	116	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66

ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2026-27

						Assessments						Part A			Part B			Total	
Tax Reference No.	Estimated No. of units	Lot No.	Phase	Lot Type	Total Equivalent Units	Part A	Part B	Total	Principal	Interest	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs2	Total 2
R314859	1	117	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314860	1	118	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314861	1	119	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314862	1	120	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314863	1	121	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314864	1	122	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314865	1	123	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R314866	1	124	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314867	1	125	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314868	1	126	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314869	1	127	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314870	1	128A	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314871	1	129A	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314872	1	130	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R314873	0	131	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314874	0	132A	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314875	0	133	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314876	0	134	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314877	1	135	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314878	1	136	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314879	1	137	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314880	1	138	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314881	1	139	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314882	1	140	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R314883	1	141	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314884	1	142	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314885	1	143A	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314886	1	144A	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314887	1	145	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314888	1	146	Non-Phase #3	3	2.29	$11,521.92	$0.00	$11,521.92	$528.01	$849.74	$1,377.75	$208.42	$1,586.17	$0.00	$0.00	$0.00	$1,377.75	$208.42	$1,586.17
R314889	1	147	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314890	1	148	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314891	1	149	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314892	1	150	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314893	1	151	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314894	1	153	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314895	1	154	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314896	1	155	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314897	1	156	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314898	1	157	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314899	1	158	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314900	1	159	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314901	1	160	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314902	0	161	Non-Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314903	1	162	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314904	1	163	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314905	1	164	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314906	1	165	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314907	1	166	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314908	1	167	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314909	1	168	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314910	1	169	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314911	1	170	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314912	1	171	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314913	1	172	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314914	1	173	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314915	1	175	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314916	1	176	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314917	1	177	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314918	1	178	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314919	1	179	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314920	1	181	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314921	1	182	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314922	1	183	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314923	1	184	Non-Phase #3	2	1.66	$8,352.14	$0.00	$8,352.14	$382.75	$615.97	$998.72	$151.08	$1,149.80	$0.00	$0.00	$0.00	$998.72	$151.08	$1,149.80
R314924	1	152	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314925	1	174	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R314926	1	180	Non-Phase #3	1	1.00	$5,031.41	$0.00	$5,031.41	$230.57	$371.07	$601.64	$91.01	$692.66	$0.00	$0.00	$0.00	$601.64	$91.01	$692.66
R318305	1	185A	Phase #3	3	2.29	$11,562.14	$0.00	$11,562.14	$529.85	$852.71	$1,382.56	$209.15	$1,591.71	$0.00	$0.00	$0.00	$1,382.56	$209.15	$1,591.71
R338896	0	185B	Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318306	1	186	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318307	1	187A	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318308	1	188	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318309	1	189A	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318310	1	190A	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318311	1	191A	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318312	1	192A	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318313	1	193	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318314	1	194A	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318315	1	195	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318316	1	196	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318317	1	197	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318318	1	198	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318319	1	199	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318320	1	200	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318321	1	201	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318322	1	202	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318323	1	203	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318324	1	204	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318325	0	205	Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318326	1	206	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318327	1	208	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318328	1	209	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318329	1	210	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318330	1	211	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318331	1	213	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318332	1	214	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318333	1	215A	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318334	1	216A	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318335	1	217	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318336	1	218	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318337	1	219	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318338	1	220	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318339	1	221	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318340	1	222	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318341	1	223	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318342	0	224	Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318343	1	225	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318344	1	226	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318345	1	227	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318346	1	228	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318347	1	229	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318348	1	230	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318349	1	231	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318350	1	232	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318351	1	233	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07

ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2026-27

						Assessments						Part A			Part B			Total	
Tax Reference No.	**Estimated No. of units**	**Lot No.**	**Phase**	**Lot Type**	**Total Equivalent Units**	**Part A**	**Part B**	**Total**	**Principal**	**Interest**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs**	**Total**	**P&I**	**Collection Costs2**	**Total 2**
R318352	1	234	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318353	0	235	Phase #3	0	0.00	Prepaid	$0.00	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	$0.00
R318354	0	236	Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318355	1	237	Phase #3	3	2.29	$11,562.14	$0.00	$11,562.14	$529.85	$852.71	$1,382.56	$209.15	$1,591.71	$0.00	$0.00	$0.00	$1,382.56	$209.15	$1,591.71
R318356	1	238	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318357	1	239	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318358	1	240	Phase #3	3	2.29	$11,562.14	$0.00	$11,562.14	$529.85	$852.71	$1,382.56	$209.15	$1,591.71	$0.00	$0.00	$0.00	$1,382.56	$209.15	$1,591.71
R318359	0	241	Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318360	1	242	Phase #3	3	2.29	$11,562.14	$0.00	$11,562.14	$529.85	$852.71	$1,382.56	$209.15	$1,591.71	$0.00	$0.00	$0.00	$1,382.56	$209.15	$1,591.71
R318361	1	243	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318362	1	244	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318363	1	245	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318364	1	246A	Phase #3	3	2.29	$11,562.14	$0.00	$11,562.14	$529.85	$852.71	$1,382.56	$209.15	$1,591.71	$0.00	$0.00	$0.00	$1,382.56	$209.15	$1,591.71
R335355	0	246B	Phase #3	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318365	1	247	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318366	1	248	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318367	1	249	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318368	1	251	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318369	1	252	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318370	1	253	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318371	1	254	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318372	1	255	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318373	1	256	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318374	1	257	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318375	1	258	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318376	1	259	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318377	1	260	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318378	1	261	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318379	1	262	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318380	1	263	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318381	1	264	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318382	1	265	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318383	1	266	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318384	1	267	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318385	1	269	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318386	1	270	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318387	1	271	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318388	1	272	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318389	1	273	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318390	1	274	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318391	1	275	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318392	1	276	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318393	1	207	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
R318394	1	212	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318395	1	250	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318396	1	277	Phase #3	1	1.00	$5,048.97	$0.00	$5,048.97	$231.38	$372.36	$603.74	$91.33	$695.07	$0.00	$0.00	$0.00	$603.74	$91.33	$695.07
R318397	1	268	Phase #3	2	1.66	$8,381.29	$0.00	$8,381.29	$384.08	$618.12	$1,002.20	$151.61	$1,153.82	$0.00	$0.00	$0.00	$1,002.20	$151.61	$1,153.82
Total	**252**				**329.25**	**$1,658,434.93**	**$0.00**	**$1,658,434.93**	**$76,000.00**	**$122,309.79**	**$198,309.79**	**$30,000.00**	**$228,309.79**	**$0.00**	**$0.00**	**$0.00**	**$198,309.79**	**$30,000.00**	**$228,309.79**

APPENDIX B-2
2026-27 – PROJECTED SCHEDULE OF ANNUAL INSTALLMENTS

Vintage Township Public Improvement District
Summary of Projected Annual Installments
Non-Phase #3

Lot Size	Land Use Class 1
Assessment	$5,031
Total Equivalent Units	1.00

Year[1]	Cumulative Outstanding Principal	Bond Principal[2]	Bond Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
2026	$5,031	$231	$371	$91	$693
2027	$4,801	$258	$356	$93	$706
2028	$4,543	$288	$337	$95	$719
2029	$4,255	$316	$315	$97	$727
2030	$3,939	$349	$292	$99	$739
2031	$3,590	$382	$266	$100	$749
2032	$3,208	$422	$238	$102	$762
2033	$2,786	$461	$207	$105	$773
2034	$2,325	$504	$173	$107	$783
2035	$1,822	$549	$136	$109	$794
2036	$1,272	$619	$95	$111	$825
2037	$654	$654	$50	$113	$816
Total		**$5,031**	**$2,835**	**$1,221**	**$9,087**

1 - Example: Annual Installment billed during Year 2026 will be billed by the Lubbock Central Appraisal District on or around 10/01/26 and payment is due by 01/31/27.
2 - The principal and interest amounts represent the final numbers of the Series 2008A Bonds and will not increase during the life of the bonds. Interest amounts are calculated through the principal payment date of each year.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Update.
4 - Amounts shown do not include any TIRZ Credit, if applicable.

THIS SCHEDULE IS AN ESTIMATE OF ANNUAL INSTALLMENT PAYMENTS AND IS SUBJECT TO CHANGE. THE EXACT AMOUNT OF EACH ANNUAL INSTALLMENT WILL BE REFLECTED IN THE Vintage Township PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN, AS THE SAME IS UPDATED EACH YEAR.

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Vintage Township Public Improvement District
Summary of Projected Annual Installments
Non-Phase #3

Lot Size	Land Use Class 2
Assessment	$8,352
Total Equivalent Units	1.66

Year[1]	Cumulative Outstanding Principal	Bond Principal[2]	Bond Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
2026	$8,352	$383	$616	$151	$1,150
2027	$7,969	$428	$590	$154	$1,172
2028	$7,541	$478	$559	$157	$1,194
2029	$7,063	$524	$523	$160	$1,207
2030	$6,539	$579	$485	$164	$1,227
2031	$5,960	$635	$442	$167	$1,243
2032	$5,325	$700	$395	$170	$1,265
2033	$4,625	$765	$344	$174	$1,283
2034	$3,860	$836	$287	$177	$1,300
2035	$3,024	$912	$225	$181	$1,318
2036	$2,112	$1,027	$158	$184	$1,370
2037	$1,085	$1,085	$82	$188	$1,355
Total		**$8,352**	**$4,707**	**$2,026**	**$15,085**

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Vintage Township Public Improvement District
Summary of Projected Annual Installments
Non-Phase #3

Lot Size	Land Use Class 3
Assessment	$11,522
Total Equivalent Units	2.29

Year[1]	Cumulative Outstanding Principal	Bond Principal[2]	Bond Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
2026	$11,522	$528	$850	$208	$1,586
2027	$10,994	$591	$814	$213	$1,617
2028	$10,403	$660	$771	$217	$1,647
2029	$9,743	$723	$722	$221	$1,666
2030	$9,021	$799	$669	$226	$1,693
2031	$8,222	$875	$610	$230	$1,715
2032	$7,346	$966	$545	$235	$1,746
2033	$6,381	$1,056	$474	$239	$1,769
2034	$5,325	$1,153	$396	$244	$1,794
2035	$4,172	$1,257	$311	$249	$1,818
2036	$2,914	$1,417	$218	$254	$1,890
2037	$1,497	$1,497	$114	$259	$1,870
Total		**$11,522**	**$6,493**	**$2,795**	**$20,810**

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Vintage Township Public Improvement District
Summary of Projected Annual Installments
Phase #3

Lot Size	Land Use Class 1
Assessment	$5,049
Total Equivalent Units	1.00

Year[1]	Cumulative Outstanding Principal	Bond Principal[2]	Bond Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
2026	$5,049	$231	$372	$91	$695
2027	$4,818	$259	$357	$93	$709
2028	$4,559	$289	$338	$95	$722
2029	$4,270	$317	$316	$97	$730
2030	$3,953	$350	$293	$99	$742
2031	$3,603	$384	$267	$101	$752
2032	$3,219	$423	$239	$103	$765
2033	$2,796	$463	$208	$105	$775
2034	$2,333	$505	$174	$107	$786
2035	$1,828	$551	$136	$109	$796
2036	$1,277	$621	$96	$111	$828
2037	$656	$656	$50	$114	$819
Total		**$5,049**	**$2,845**	**$1,225**	**$9,119**

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Vintage Township Public Improvement District
Summary of Projected Annual Installments
Phase #3

Lot Size	Land Use Class 2
Assessment	$8,381
Total Equivalent Units	1.66

Year[1]	Cumulative Outstanding Principal	Bond Principal[2]	Bond Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
2026	$8,381	$384	$618	$152	$1,154
2027	$7,997	$430	$592	$155	$1,176
2028	$7,568	$480	$561	$158	$1,198
2029	$7,088	$526	$525	$161	$1,212
2030	$6,562	$581	$486	$164	$1,232
2031	$5,981	$637	$444	$167	$1,248
2032	$5,344	$702	$397	$171	$1,270
2033	$4,642	$768	$345	$174	$1,287
2034	$3,873	$839	$288	$178	$1,305
2035	$3,034	$915	$226	$181	$1,322
2036	$2,120	$1,031	$159	$185	$1,375
2037	$1,089	$1,089	$83	$189	$1,360
Total		**$8,381**	**$4,723**	**$2,033**	**$15,138**

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Vintage Township Public Improvement District
Summary of Projected Annual Installments
Phase #3

Lot Size	Land Use Class 3
Assessment	$11,562
Total Equivalent Units	2.29

Year[1]	Cumulative Outstanding Principal	Bond Principal[2]	Bond Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
2026	$11,562	$530	$853	$209	$1,592
2027	$11,032	$593	$817	$213	$1,623
2028	$10,440	$662	$773	$218	$1,653
2029	$9,777	$725	$724	$222	$1,671
2030	$9,052	$802	$671	$226	$1,699
2031	$8,251	$878	$612	$231	$1,721
2032	$7,372	$969	$547	$236	$1,752
2033	$6,403	$1,060	$476	$240	$1,776
2034	$5,343	$1,157	$397	$245	$1,800
2035	$4,186	$1,262	$312	$250	$1,824
2036	$2,924	$1,422	$219	$255	$1,896
2037	$1,502	$1,502	$114	$260	$1,876
Total		**$11,562**	**$6,516**	**$2,805**	**$20,883**

1 - Example: Annual Installment billed during Year 2026 will be billed by the Lubbock Central Appraisal District on or around 10/01/26 and payment is due by 01/31/27.
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APPENDIX C
PID ASSESSMENT NOTICE

PID Assessment Notice

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT
TO
CITY OF LUBBOCK, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lubbock, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Vintage Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

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

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

Date: _____

_____ _____
Signature of Seller Signature of Seller

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes

therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

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

Date: _____

_____ _____
Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

AI# 14600
Regular City Council Meeting 5. 22.
09/22/2026:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving an economic development grant and contract of Lubbock Economic Development Alliance, with Seals Commercial Holdings, LLC, for project development and road extension, pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

The Lubbock community has received significant interest from manufacturing and distribution prospects seeking existing industrial space, particularly buildings larger than 100,000 square feet. However, due to the limited inventory of large industrial facilities, Lubbock has lost several potential projects.

Seals Commercial Holdings, LLC, is working to address this growing demand for large industrial space. Troy Seals, through Seals Concrete, has worked on major Lubbock projects including Leprino, Monsanto, and Buddy Holly Hall and is now expanding into industrial development and ownership. Seals Commercial Holdings, LLC, has secured approximately 60 acres near S Loop 289 and Highway 84, with major site work already completed. Extending East 71st Street and Fig Avenue remains a key infrastructure need and is estimated at $1.2 million.

This project represents the speculative development of a 350,400 SF tilt-wall, cross-dock industrial building with an estimated $40 million capital investment. The facility will provide large-scale, move-in-ready space for manufacturing and distribution projects located adjacent to South Loop 289, helping Lubbock compete for new investment and jobs.

This summary requests approval for a $500,000 Capital Investment Incentive to support eligible capital expenditures for project development and the road extension associated with the City's development criteria for the project. The incentive will be reimbursed in two annual installments following building completion, issuance of a Certificate of Occupancy from the City of Lubbock, and third-party verification of eligible capital expenditures. Based on the projected capital investment, the proposed incentive package is expected to generate a full return to the community within 0.7 years.

Fiscal Impact

The LEDA Board of Directors voted to incentivize Seals Commercial Holdings, LLC with $500,000 in capital investment and to be paid in two installments. The City of Lubbock does not have financial responsibility for these incentives.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
John Osborne, LEDA President & CEO
Lubbock Economic Development Alliance, Inc. Board of Directors

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Attachments

Resolution - Seals

LEDA Resolution

LEDA Project Summary

RESOLUTION

WHEREAS, the City Council for the City of Lubbock, Texas, pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 3, Section 52-a of the Texas Constitution and as a home rule municipality and political subdivision of the State of Texas has the authority to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money for the public purposes of development and diversification of the economy of the state, the elimination of unemployment or underemployment, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the State of Texas; and

WHEREAS, the Legislature has enacted laws to implement the above referenced Constitutional provision, including the Development Corporation Act, found in Chapters 501 and 504 of the Texas Local Government Code, which provides for the creation of a Type A economic development corporation to pursue specific projects to promote new or expanded business development for the creation or retention of primary jobs in certain manufacturing and industrial enterprises; and

WHEREAS, the City of Lubbock created the Lubbock Economic Development Alliance, Inc. ("LEDA") pursuant to Chapter 504 of the Texas Local Government Code, a Type A economic development corporation, to carry out the public purposes expressed in Article 3, Section 52-a of the Texas Constitution and in the Development Corporation Act; and

WHEREAS, Seals Commercial Holdings, LLC ("Seals Commercial Holdings") has sought from LEDA economic assistance for a development project to construct a 350,400 square foot speculative building with an estimated capital investment of $40,000,000 ("Development Project"); and

WHEREAS, on August 26, 2026, the Board of Directors for LEDA approved an Economic Development Grant and Contract by granting up to $500,000 for capital expenditures incurred by Seals Commercial Holdings incurred between January 1, 2026 and August 26, 2029 (the "Performance Agreement") finding that the proposed Development Project with the capital expenditure qualifies as an authorized project under Chapter 501 and 504 of the Texas Government Code; and

WHEREAS, the City Council of the City of Lubbock recognizes that economic benefit of this Development Project proposed by Seals Commercial Holdings, and such project is advantageous to the economic development of the community and stimulates business and commercial activity in the City and helps in the elimination of unemployment or underemployment within the City of Lubbock Texas; and

WHEREAS, the City Council of the City of Lubbock, in accordance with the provisions of Texas Local Government Code § 501.073, hereby finds that approving this Performance Agreement promotes economic development in the City and meets the requirements under Article III, Chapter 52-a of the Texas Constitution and would be beneficial for the City of Lubbock by promoting economic development and is in the best interest of the City of Lubbock;

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

1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

2. The Performance Agreement by and between LEDA and Seals Commercial Holdings, LLC, attached hereto as *Exhibit A* and incorporated herein as though set forth fully herein, is approved pursuant to Texas Local Government Code § 501.073 and qualifies as an economic development program and is hereby approved.

3. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____ for
Danielle Williams, Director of Business Development

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocs II/RES.Seals Commercial Holding Perf Agrmt – LEDA
September 22, 2026

RE 26-33

RESOLUTION APPROVING SEALS COMMERCIAL HOLDINGS, LLC

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, August 26, 2026, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, LEDA and Seals Commercial Holdings, LLC have been engaged in discussions regarding Seals Commercial Holdings, LLC's potential development of a 350,400-square-foot speculative building (the "Project") in the City of Lubbock, Texas.

WHEREAS, the Project, upon completion, is expected to result in approximately $40,000,000 in new capital investment.

WHEREAS, Seals Commercial Holdings, LLC has conceptually and initially decided to pursue the Project in the City of Lubbock.

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Seals Commercial Holdings, LLC. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows:

LEDA agrees to grant to Recipient an incentive of up to $500,000 (the "Capital Investment Incentive") for capital expenditures incurred between January 1, 2026 and August 26, 2029 with payments to be expressly made under terms and conditions.

LEDA agrees to pay to Recipient the Capital Investment Incentive upon written verification from LEDA or LEDA's third-party accountants that the capital investment amount of at least $32,000,000, or 80% of the estimated capital expenditure, has been met and within 30 days of the Board of Directors' review of the report. The Incentive will be paid in two installments, each in the amount of 50% of the earned incentive. The first installment shall be paid upon verification from LEDA's third-party accountant of the capital investment incentive amount earned and confirmation of a Certificate of Occupancy being issued for the Project, and the second installment shall be paid one calendar year after the first installment, subject to confirmation from the Recipient that it remains, in all material respects, in good business standing, including being current on all city and county tax obligations.

The Recipient has provided to LEDA an estimated capital investment cost of $40,000,000. LEDA based its decision to grant the capital investment incentive to Recipient partly upon such capital investment. If the actual capital investment amount is less than $32,000,000 but equal to or greater than $28,000,000, then Recipient shall earn 50% of the capital investment incentive, or $250,000. If the capital investment is less than $28,000,000 or adequate documentation of the capital expenditures is not provided to LEDA's accountants by the deadline, the Capital Investment Incentive may be forfeited. In consultation with Seals Commercial Holdings, LLC, capital investment will be measured by

documentation of construction and personal property purchase invoices to be provided to and verified by LEDA's third-party accountant.

WHEREAS, The Board of Directors of LEDA finds that an Economic Development Grant and Contract offering Capital Investment Incentive meets and complies with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Robert Taylor, and Seconded by Director, Mr. James Conwright, and unanimously approved by all Directors.

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Seals Commercial Holdings, LLC. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grants and Contracts offered by LEDA to existing businesses and business prospects and authorize the CEO to enter into and negotiate a Performance Agreement.

John Osborne, President & CEO

Sydney Coleman, Secretary

SUMMARY

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE™

To: *Lubbock City Council*
From*: Chris Rankin, VP of Business Development*
Re: *Summary of the Recommended Incentives presented for Seals Commercial Holdings, LLC*

SUMMARY:

The Lubbock community has received significant interest from manufacturing and distribution prospects seeking existing industrial space, particularly buildings larger than 100,000 square feet. However, due to the limited inventory of large industrial facilities, Lubbock has lost several potential projects.

Seals Commercial Holdings, LLC, is working to address this growing demand for large industrial space. Troy Seals, through Seals Concrete, has worked on major Lubbock projects including Leprino, Monsanto, and Buddy Holly Hall and is now expanding into industrial development and ownership. Seals Commercial Holdings, LLC, has secured approximately 60 acres near S Loop 289 and Highway 84, with major site work already completed. Extending East 71st Street and Fig Avenue remains a key infrastructure need and is estimated at $1.2 million.

This project represents the speculative development of a 350,400 SF tilt-wall, cross-dock industrial building with an estimated **$40 million capital investment.** The facility will provide large-scale, move-in-ready space for manufacturing and distribution projects located adjacent to South Loop 289, helping Lubbock compete for new investment and jobs.

According to Impact DataSource projections, when accounting for taxable sales and purchases associated with the project, including business activity, employee spending, and related economic activity, the project is estimated to support approximately **$15.2 million** in taxable sales over the same period. From a fiscal perspective, the project is expected to generate an estimated **$2.3 million in benefits** for the City of Lubbock and **$5.8 million for all other applicable taxing jurisdictions over the next 10 years.**

This summary requests approval for a $500,000 Capital Investment Incentive to support eligible capital expenditures for project development and the road extension associated with the City's development criteria for the project. The incentive will be reimbursed in two annual installments following building completion, issuance of a Certificate of Occupancy from the City of Lubbock, and third-party verification of eligible capital expenditures. Based on the projected capital investment, the proposed incentive package is expected to generate a **full return to the community within 0.7 years.**

**The economic and fiscal impacts presented above are based on projections prepared by Impact DataSource using its Total Impact™ model, incorporating company-provided data along with local rates and assumptions specific to Lubbock County. The analysis estimates the project's total economic contribution, including earnings (wages, salaries, and benefits) and value added, which represents the project's contribution to Gross Regional Product through employee compensation, taxes, and business profits. Fiscal impacts include taxable sales generated by business operations, employee spending, and related economic activity. Net benefits to taxing jurisdictions are presented in present value terms, reflecting the time value of money. The analysis also applies industry-standard multipliers from Economic Modeling Specialists International to estimate indirect and induced impacts, providing a comprehensive measure of the project's broader economic effects.*

AI# 14601
Regular City Council Meeting 5. 23.
09/22/2026:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving an economic development grant and contract of Lubbock Economic Development Alliance, with Redemption Resourcing, LLC, for new job creation, pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

Redemption Aero is developing a new aviation Maintenance, Repair, and Overhaul (MRO) operation in Lubbock and is currently pursuing FAA Part 145 certification. Redemption Aero inspects, maintains, repairs, and returns commercial aircraft components and parts to service. The parent company, Power Avionics, Inc., has operated since 2003 and is based in Florida. This facility would receive aircraft parts and components from customers or approved sources, inventory and inspect those components, perform authorized repairs or maintenance, and return the completed parts to customers, which may include commercial airlines and other aviation industry organizations.

This project establishes a specialized aviation maintenance operation that supports the commercial aviation supply chain. To support this growth, the company will hire and train technicians and invest in facility and equipment upgrades. This project includes an estimated capital investment of $3.65 million and will create 54 new primary jobs at an average salary of $75,000.

This summary requests approval for a Job Creation Grant of $5,000 per qualifying primary job, up to 54 new jobs. Based on job creation, the proposed incentive package is expected to generate a full return to the community within 3.9 years.

Fiscal Impact

The LEDA Board of Directors voted to incentivize Redemption Resourcing, LLC with $5,000 per qualifying primary job creation up to 54 new jobs not to exceed $270,000, as described in the Item Summary. The City of Lubbock does not have financial responsibility for these incentives.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
John Osborne, LEDA President & CEO
Lubbock Economic Development Alliance, Inc. Board of Directors

Attachments

Resolution - Redemption Services
LEDA Resolution
Project Summary

RESOLUTION

WHEREAS, the City Council for the City of Lubbock, Texas, pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 3, Section 52-a of the Texas Constitution and as a home rule municipality and political subdivision of the State of Texas has the authority to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money for the public purposes of development and diversification of the economy of the state, the elimination of unemployment or underemployment, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the State of Texas; and

WHEREAS, the Legislature has enacted laws to implement the above referenced Constitutional provision, including the Development Corporation Act, found in Chapters 501 and 504 of the Texas Local Government Code, which provides for the creation of a Type A economic development corporation to pursue specific projects to promote new or expanded business development for the creation or retention of primary jobs in certain manufacturing and industrial enterprises; and

WHEREAS, the City of Lubbock created the Lubbock Economic Development Alliance, Inc. ("LEDA") pursuant to Chapter 504 of the Texas Local Government Code, a Type A economic development corporation, to carry out the public purposes expressed in Article 3, Section 52-a of the Texas Constitution and in the Development Corporation Act; and

WHEREAS, Redemption Resourcing, LLC ("Redemption Resourcing") has sought from LEDA economic assistance for a development project that includes a maintenance and repair facility for commercial aircraft parts that is expected to generate approximately 54 new primary jobs with a target annual compensation of $4,050,000 in the aggregate and result in approximately $3.650,000 in new capital investment ("Development Project"); and

WHEREAS, on August 26, 2026, the Board of Directors for LEDA approved an Economic Development Grant and Contract offering a Job Creation Incentive of $5,000 for each new primary full-time job created through December 31, 2031 (the "Performance Agreement") finding that the proposed Development Project with the creation of jobs and capital expenditure qualifies as an authorized project under Chapter 501 and 504 of the Texas Government Code; and

WHEREAS, the City Council of the City of Lubbock recognizes that economic benefit of a maintenance and repair facility for commercial aircraft parts, such as the Development Project proposed by Redemption Resourcing, is advantageous to the economic development of the community and stimulates business and commercial activity in the City and helps in the elimination of unemployment or underemployment within the City of Lubbock Texas; and

WHEREAS, the City Council of the City of Lubbock, in accordance with the provisions of Texas Local Government Code § 501.073, hereby finds that approving this Performance Agreement promotes economic development in the City and meets the requirements under Article III, Chapter 52-a of the Texas Constitution and would be beneficial for the City of Lubbock by promoting economic development and is in the best interest of the City of Lubbock;

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

1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

2. The Performance Agreement by and between LEDA and Redemption Resourcing, LLC, attached hereto as *Exhibit A* and incorporated herein as though set forth fully herein, is approved pursuant to Texas Local Government Code § 501.073 and qualifies as an economic development program and is hereby approved.

3. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____ for
Danielle Williams, Director of Business Development

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocs II/RES.Redemption Resource Perf Agrmt – LEDA
September 22, 2026

RE 26-32

RESOLUTION APPROVING REDEMPTION RESOURCING, LLC

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, August 26, 2026, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, LEDA and Redemption Resourcing, LLC (the "Recipient") have been engaged in discussions regarding Redemption Resourcing, LLC's preparation of a new Project which shall include a maintenance and repair facility for commercial aircraft parts (the "Project") in the City of Lubbock.

WHEREAS, the Project, upon completion, is expected to generate approximately 54 new Primary Jobs with a Target Annual Compensation of $4,050,000 in the aggregate and result in approximately $3,650,000 in new capital investment.

WHEREAS, Redemption Resourcing, LLC has conceptually and initially decided to pursue the Project in the City of Lubbock.

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Redemption Resourcing, LLC. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows:

LEDA agrees to grant to Recipient an incentive of $5,000 for each new Primary Full-Time Job created through December 31, 2031, and maintained through the Term (the "Job Creation Incentive") with payments to be expressly made under terms and conditions.

The Job Creation Incentive will be paid at a rate of $1,000 per year over a five-year period as each job is created and maintained, the amount of which shall not exceed $270,000. LEDA agrees to pay to Recipient the Job Creation Incentive on an annual basis after the end of each Measurement Date upon written verification by LEDA or LEDA's third-party accountants of the number of Primary Full-Time Jobs created and maintained, and within 30 days following issuance of the accountants' report. Recipient shall provide to LEDA or their third-party accountants a Census of employment on an annual basis and within two (2) months after the end of each applicable Measurement Date. As it is a new operation, LEDA and Recipient agree that the Baseline Employment Level shall be zero (0).

WHEREAS, The Board of Directors of LEDA finds that an Economic Development Grant and Contract offering a Job Creation Incentive meets and complies with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Dr. Lori Rice-Spearman, and Seconded by Director, Mr. Jordan Wheatley, and unanimously approved by all Directors.

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Redemption Resourcing, LLC. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grants and Contracts offered by LEDA

to existing businesses and business prospects and authorize the CEO to enter into and negotiate a Performance Agreement.

John Osborne, President & CEO

Sydney Coleman, Secretary

SUMMARY

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE™

To: *Lubbock City Council*
From*: Chris Rankin, VP of Business Development*
Re: *Summary of the Recommended Incentives Presented for Redemption Aero*

SUMMARY:

Redemption Aero is developing a new aviation Maintenance, Repair, and Overhaul (MRO) operation in Lubbock and is currently pursuing FAA Part 145 certification. Redemption Aero inspects, maintains, repairs, and returns commercial aircraft components and parts to service. The parent company, Power Avionics, Inc., has operated since 2003 and is based in Florida. This facility would receive aircraft parts and components from customers or approved sources, inventory and inspect those components, perform authorized repairs or maintenance, and return the completed parts to customers, which may include commercial airlines and other aviation industry organizations.

This project establishes a specialized aviation maintenance operation that supports the commercial aviation supply chain. To support this growth, the company will hire and train technicians and invest in facility and equipment upgrades. This project includes an estimated capital investment of **$3.65 million** and will create **54 new primary jobs** at an **average salary of $75,000.**

According to Impact DataSource projections, the project will support employment and generate broader economic activity within the community. The workers directly and indirectly employed by the project are expected to earn approximately **$36.5 million in total wages over the next 10 years.**

When accounting for taxable sales and purchases associated with the project, including business activity, employee spending, and related economic activity, the project is estimated to support approximately **$23.4 million** in taxable sales over the same period. From a fiscal perspective, the project is expected to generate an estimated **$1.7 million in benefits for the City of Lubbock** and **$1.4 million for all other applicable taxing jurisdictions over the next 10 years.**

This summary requests approval for a **Job Creation Grant of $5,000 per** qualifying primary job, up to 54 new jobs. Based on job creation, the proposed incentive package is expected to generate a **full return to the community within 3.9 years.**

**The economic and fiscal impacts presented above are based on projections prepared by Impact DataSource using its Total Impact™ model, incorporating company-provided data along with local rates and assumptions specific to Lubbock County. The analysis estimates the project's total economic contribution, including earnings (wages, salaries, and benefits) and value added, which represents the project's contribution to Gross Regional Product through employee compensation, taxes, and business profits. Fiscal impacts include taxable sales generated by business operations, employee spending, and related economic activity. Net benefits to taxing jurisdictions are presented in present value terms, reflecting the time value of money. The analysis also applies industry-standard multipliers from Economic Modeling Specialists International to estimate indirect and induced impacts, providing a comprehensive measure of the project's broader economic effects.*

AI# 14602
Regular City Council Meeting 5. 24.
09/22/2026:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving an economic development grant and contract of Lubbock Economic Development Alliance, with Ambrose Services, LLC and AMS 2027 BTS - Lubbock, TX LLC, including the conveyance of approximately 10.813 acres of land located within Lubbock Business Park, pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

Ambrose Services, LLC, is an Indianapolis-based developer specializing in modern industrial, manufacturing, distribution, and logistics properties across the United States. Ambrose has strong submarkets across the Midwest, Mountain States, and Southeast, with $2.99 billion in developments since 2020.

For this project, Ambrose is representing a U.S. automotive parts distributor expanding into the Lubbock market to establish a new distribution facility. To support this growth, the company will utilize Ambrose to help develop the facility. Through this expansion, Ambrose anticipates investing $12,000,000, with their client investing $2,000,000 and creating 30 new jobs, for a total investment of $14,000,000.

This summary requests approval for a Land Conveyance Incentive of 10.813 acres of land in the Lubbock Business Park valued at $130,000 per acre. The Land Conveyance Incentive will be awarded to the company contingent on building completion, issuance of a Certificate of Occupancy by the City of Lubbock, and third party verification of eligible capital expenditures. Based on the projected capital investment and job creation, the proposed incentive package is anticipated to generate a full return to the community within 8.0 years.

Fiscal Impact

The LEDA Board of Directors voted to convey approximately 10.813 acres of real property to Ambrose Services, LLC and AMS 2027 BTS - Lubbock, TX LLC, as an economic development incentive pursuant to the Economic Development Grant and Contract. The City of Lubbock does not have financial responsibility for these incentives.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
John Osborne, LEDA President & CEO
Lubbock Economic Development Alliance, Inc. Board of Directors

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Attachments

Resolution - Ambrose Services
LEDA Resolution
Project Summary

RESOLUTION

WHEREAS, the City Council for the City of Lubbock, Texas, pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 3, Section 52-a of the Texas Constitution and as a home rule municipality and political subdivision of the State of Texas has the authority to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money for the public purposes of development and diversification of the economy of the state, the elimination of unemployment or underemployment, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the State of Texas; and

WHEREAS, the Legislature has enacted laws to implement the above referenced Constitutional provision, including the Development Corporation Act, found in Chapters 501 and 504 of the Texas Local Government Code, which provides for the creation of a Type A economic development corporation to pursue specific projects to promote new or expanded business development for the creation or retention of primary jobs in certain manufacturing and industrial enterprises; and

WHEREAS, the City of Lubbock created the Lubbock Economic Development Alliance, Inc. ("LEDA") pursuant to Chapter 504 of the Texas Local Government Code, a Type A economic development corporation, to carry out the public purposes expressed in Article 3, Section 52-a of the Texas Constitution and in the Development Corporation Act; and

WHEREAS, Ambrose Services, LLC and AMS 2027-BTS - Lubbock, TX LLC ("Recipients") has sought from LEDA economic assistance for a development project to construct a 100,000 square foot distribution facility located in the Lubbock Business Park with an estimated capital investment of $12,000,000, $2,000,000 investment in personal property and equipment and the creation of thirty (30) new jobs ("Development Project"); and

WHEREAS, on August 26, 2026, the Board of Directors for LEDA approved an Economic Development Grant and Contract by conveying real property of approximately 10.813 acres with a value of $1,300,000 (the "Performance Agreement") finding that the proposed Development Project with the capital expenditure qualifies as an authorized project under Chapter 501 and 504 of the Texas Government Code; and

WHEREAS, the City Council of the City of Lubbock recognizes that economic benefit of a building a distribution facility with the associated creation of jobs, such as the Development Project proposed by Recipients, is advantageous to the economic development of the community and stimulates business and commercial activity in the City and helps in the elimination of unemployment or underemployment within the City of Lubbock Texas; and

WHEREAS, the City Council of the City of Lubbock, in accordance with the provisions of Texas Local Government Code § 501.073, hereby finds that approving this Performance Agreement promotes economic development in the City and meets the requirements under Article III, Chapter 52-a of the Texas Constitution and would be beneficial for the City of Lubbock by promoting economic development and is in the best interest of the City of Lubbock;

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

1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

2. The Performance Agreement by and between LEDA and Ambrose Services, LLC and AMS 2027-BTS - Lubbock, TX LLC, attached hereto as *Exhibit A* and incorporated herein as though set forth fully herein, is approved pursuant to Texas Local Government Code § 501.073 and qualifies as an economic development program and is hereby approved.

3. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Danielle Williams, Director of Business Development

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocs II/RES.Ambrose - AMS Perf Agrmt – LEDA
September 22, 2026

RE 26-34

RESOLUTION APPROVING AMBROSE SERVICES, LLC & AMS 2027 BTS – LUBBOCK, TX LLC

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, August 26, 2026, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, LEDA, Ambrose Services, LLC, and AMS 2027 BTS – Lubbock, TX LLC (the "Recipients") have been engaged in discussions regarding Recipients' potential development of new Project which shall include the construction of a new approximately 100,000 square foot distribution facility located in Lubbock Business Park, Lubbock, Texas.

WHEREAS, the Project, upon completion, is expected to result in approximately $12,000,000 in new capital investment, with an additional $2,000,000 investment in personal property and equipment and the creation of thirty (30) new jobs by the tenant.

WHEREAS, the Recipients have conceptually and initially decided to pursue the Project in the City of Lubbock.

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Ambrose Services, LLC, and AMS 2027 BTS – Lubbock, TX LLC. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows:

LEDA agrees to grant to Recipients an incentive of the conveyance of real property expressly made under terms and conditions.

Upon Closing, LEDA shall grant and convey to Recipients the surface estate of approximately 10.813 acres of land, planned to be platted as future lot 18 of the Lubbock Business Park, by Special Warranty Deed. The value of the Property at the time of conveyance is stipulated to be $1,300,000.

The Recipients agree that if Closing has not occurred on or before 180 days following the execution of the Performance Agreement and the Purchase and Sale Agreement has not been extended by the parties thereto, either Party may terminate this Agreement by written notice without penalty, default, payback, reversion, liquidated damages, forfeiture, or other liability except as specifically contemplated by the Purchase and Sale Agreement and Performance Agreement.

The Recipients agree that if they should fail to commence site development activities on the Property by twelve (12) months following the recording of the Special Warranty Deed, or fail to commence construction by eighteen (18) months following the recording of the Special Warranty Deed, then LEDA may require that Recipients convey the Property to LEDA within thirty (30) days after written request from LEDA free and clear of liens and encumbrances created by Recipients other than those (1)

construction, utility, or access easements created in the ordinary course of site development, or (2) caused by LEDA. Notwithstanding the foregoing, Recipients may, at Recipients' sole option and in lieu of conveying the Property to LEDA, pay LEDA the sum of $1,300,000 (the "Liquidated Damages") within thirty (30) days after LEDA's written request to convey the Property. If Recipients fail to obtain a Certificate of Occupancy by thirty-six (36) months following the recording of the Special Warranty Deed (subject to force majeure or LEDA delay), then LEDA may require that Recipients shall pay LEDA the Liquidated Damages as liquid damages, and not as a penalty, within thirty (30) days after final written demand from LEDA.

WHEREAS, The Board of Directors of LEDA finds that an Economic Development Grant and Contract offering a Conveyance of Land Incentive meets and complies with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Jordan Wheatley, and Seconded by Director, Mr. Mont McClendon, and unanimously approved by all Directors.

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Ambrose Services, LLC, and AMS 2027 BTS – Lubbock, TX LLC. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grants and Contracts offered by LEDA to existing businesses and business prospects and authorize the CEO to enter into and negotiate a Performance Agreement.

John Osborne, President & CEO

Sydney Coleman, Secretary

SUMMARY

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE™

To: *Lubbock City Council*
From*: Chris Rankin, VP of Business Development*
Re: *Summary of the Recommended Incentives Presented for Ambrose Services, LLC*

SUMMARY:

Ambrose Services, LLC, is an Indianapolis-based developer specializing in modern industrial, manufacturing, distribution, and logistics properties across the United States. Ambrose has strong submarkets across the Midwest, Mountain States, and Southeast, with $2.99 billion in developments since 2020.

For this project, Ambrose is representing a U.S. automotive parts distributor expanding into the Lubbock market to establish a new distribution facility. To support this growth, the company will utilize Ambrose to help develop the facility. Through this expansion, Ambrose anticipates investing $12,000,000, with their client investing $2,000,000 and creating **30 new jobs**, for a total investment of **$14,000,000.**

According to Impact DataSource projections, the project's operations will support employment and generate broader economic activity within the community. The 30 workers directly employed by the project are expected to earn approximately **$16.4 million in total wages over the next 10 years.**

When accounting for taxable sales and purchases associated with the project, including business activity, employee spending, and related economic activity, the project is estimated to support approximately **$9.1 million in taxable sales over the same period.** From a fiscal perspective, the project is expected to generate an estimated **$2 million in benefits for the City of Lubbock** and **$2.4 million for all other applicable taxing jurisdictions over the next 10 years.**

This summary requests approval for a **Land Conveyance Incentive of 10.813 acres** of land in the Lubbock Business Park valued at $130,000 per acre. The Land Conveyance Incentive will be awarded to the company contingent on building completion, issuance of a Certificate of Occupancy by the City of Lubbock, and third-party verification of eligible capital expenditures. Based on the projected capital investment and job creation, the proposed incentive package is anticipated to generate a full return to the community within **8.0 years**.

**The economic and fiscal impacts outlined above are based on projections prepared by Impact DataSource using its Total Impact™ model. This analysis incorporates company-provided data, along with local rates and assumptions specific to Lubbock County, to estimate the project's overall effect on the regional economy. Earnings impact reflects the total compensation paid to employees, including wages, salaries, and benefits. Value added impact, or the project's contribution to Lubbock County's Gross Regional Product, represents the additional economic value created through operations, including earnings, taxes, and business profits, and is calculated as revenue less the cost of external goods and services. The fiscal impact analysis includes estimated taxable sales generated by business operations, employee spending, and related economic activity. Net benefits to taxing jurisdictions are expressed in present value terms, which accounts for the time value of money by discounting future revenues and costs into today's dollars using standard discount rates for each taxing entity. This analysis also applies industry-standard multipliers from Economic Modeling Specialists International to estimate indirect and induced impacts, providing a comprehensive view of how the project supports additional economic activity throughout the community.*

AI# 14610
Regular City Council Meeting **5. 25.**
09/22/2026:

Information

Agenda Item

Resolution - Emergency Management: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement, with the South Plains Association of Governments, to provide a Regional Tabletop Exercise Program for Rural Emergency Preparedness.

Item Summary

The City of Lubbock Office of Emergency Management and the South Plains Association of Governments (SPAG) will partner to develop and deliver a regional tabletop exercise program designed to enhance emergency preparedness, coordination, and response capabilities among rural jurisdictions within the region.

The project will leverage the City's emergency management experience and operational expertise while utilizing the SPAG's regional relationships and coordination role to provide consistent, high-quality preparedness activities to smaller communities with limited emergency management resources.

This agreement includes a reimbursement to the City not to exceed $10,000 to develop and deliver the program. SPAG and the City will agree on the estimated cost of each exercise prior to development and SPAG will reimburse the City within 30 days of the receipt of an invoice for exercise services.

Fiscal Impact

The City will receive a reimbursement not to exceed $10,000 from SPAG, for any expense related to the regional tabletop exercise program; such as, salary, benefits, supplies, and travel expenses.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Joe Moudy, Director of Emergency Management

Attachments

Resolution for Interlocal Agreement with SPAG
Interlocal Agreement with SPAG

RESOLUTION

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

THAT the Mayor of the City of Lubbock, or his designee, is hereby authorized and directed to execute the Interlocal Governmental Cooperation Contract for Emergency Management Exercise Services, by and between the City of Lubbock acting by and through the Office of Emergency Management (OEM) and the South Plains Association of Governments (SPAG), for the purpose of providing professional emergency management services in conducting a Regional Tabletop Exercise Program and to provide a contractual relationship in the capacity of planning, developing, coordinating, facilitating, and evaluating Homeland Security Exercise and Evaluation Program (HSEEP)-compliant tabletop exercises, while providing technical assistance to participating jurisdictions to enhance regional emergency preparedness, coordination, and response capabilities. Said Contract is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT
FOR EMERGENCY MANAGEMENT EXERCISE SERVICES

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THE STATE OF TEXAS §
§ AGREEMENT FOR SERVICES
COUNTY OF LUBBOCK §

WHEREAS, this Contract is made and entered into this the ____ day of _____, 2026 by and between the City of Lubbock Office of Emergency Management (OEM), acting by its duly authorized City Manager, after obtaining a vote of its governing body authorizing this contract and the South Plains Association of Governments (SPAG), a political subdivision of the State of Texas organized under Chapter 391 of the Texas Local Government Code, acting by its duly authorized Executive Director; and,

WHEREAS, both parties to this Contract are local governments as defined in Chapter 791 of the Texas Government Code, and this Contract is entered into pursuant to the provisions of said Code which is commonly referred to as The Interlocal Cooperation Act; and,

WHEREAS, the South Plains Association of Governments is desirous of and the City of Lubbock Office of Emergency Management is agreeable to the provision of professional emergency management services in conducting a Regional Tabletop Exercise Program and to serve under this contractual relationship in the capacity of planning, developing, coordinating, facilitating, and evaluating Homeland Security Exercise and Evaluation Program (HSEEP)-compliant tabletop exercises, while providing technical assistance to participating jurisdictions to enhance regional emergency preparedness, coordination, and response capabilities.

NOW, THEREFORE the City of Lubbock Office of Emergency Management agrees to provide the following professional services described in coordination with SPAG to participating rural jurisdictions. These services will be provided in accordance with the terms and conditions set forth in this agreement.

I. Scope of Work
Regional Tabletop Exercise Program for Rural Emergency Preparedness

The OEM will partner with the SPAG to develop and deliver a regional tabletop exercise (TTX) program designed to enhance emergency preparedness, coordination, and response capabilities among rural jurisdictions within the region. The project will leverage the City's emergency management experience and operational expertise while utilizing the SPAG's regional relationships and coordination role to provide consistent, high-quality preparedness activities to smaller communities with limited emergency management resources.

The OEM shall perform the following activities:

A. Exercise Planning and Development

- Coordinate with the SPAG to identify participating jurisdictions and prioritize exercise needs.
- Conduct planning meetings with participating jurisdictions to identify local hazards, capabilities, and planning objectives.

- Develop customized Homeland Security Exercise and Evaluation Program (HSEEP)-compliant tabletop exercise materials tailored to each participating jurisdiction or multi-jurisdictional group.
- Develop realistic scenario narratives based on regional hazards such as:
  - Severe weather
  - Wildfire
  - Hazardous materials incidents
  - Cybersecurity events
  - Active threat incidents
  - Critical infrastructure failures
  - Public health emergencies
  - Mass evacuation or shelter operations
  - Others as applicable

B. Regional Coordination

- Work with SPAG to schedule and coordinate tabletop exercises throughout the region.
- Engage local emergency management coordinators, elected officials, first responders, school districts, healthcare partners, public works, volunteer organizations, and other whole-community stakeholders.
- Coordinate participation with state and federal partners when appropriate.

C. Exercise Delivery

- Facilitate tabletop exercises in participating communities using HSEEP methodology.
- Lead facilitated discussions that evaluate:
  - Incident Command System (ICS) implementation
  - Emergency Operations Plan (EOP) activation
  - Emergency Support Function (ESF) coordination
  - Resource request processes
  - Public information and warning
  - Communications interoperability
  - Continuity of Operations (COOP)
  - Decision-making and policy coordination
  - Encourage identification of strengths, resource gaps, and improvement opportunities.

D. Evaluation and Improvement Planning

- Develop After-Action Reports (AARs) and Improvement Plans (IPs) for each exercise.
- Document strengths, capability gaps, corrective actions, and recommended improvements.
- Provide participating jurisdictions with practical recommendations for updating plans, procedures, and training priorities.

E. Technical Assistance

- Provide post-exercise technical assistance to participating jurisdictions to support implementation of corrective actions.
- Assist communities with incorporating lessons learned into Emergency Operations Plans, annexes, standard operating procedures, and continuity plans.

- Coordinate with SPAG to identify additional regional training or planning needs revealed during the exercise process.

F. Regional Preparedness Enhancement

- Collaborate with the SPAG to identify common capability gaps and regional trends.
- Develop recommendations for future regional training, planning, equipment, and exercise priorities.
- Support integration of exercise findings into regional preparedness initiatives and strategic planning efforts.

II. Deliverables

The OEM shall provide:

- Proposed annual regional exercise schedule
- Proposed exercise type and quote per exercise for review and approval by SPAG before commencing exercise activities or detailed planning.
- Planning meeting documentation
- HSEEP-compliant Exercise Plans (ExPlans)
- Participant materials and facilitator guides
- Situation manuals (SitMans)
- Sign-in sheets and exercise documentation
- After-Action Reports and Improvement Plans for each exercise
- Final project summary documenting:
  - Number of exercises conducted
  - Participating jurisdictions
  - Number of participants
  - Regional capability gaps identified
  - Recommendations for future preparedness activities

III. Compensation

In consideration of the services described in the foregoing paragraphs to be rendered by City of Lubbock to the SPAG. SPAG agrees to make the following payment to the City of Lubbock from SPAG operational funds:

A. SPAG will pay the City of Lubbock up to $ 10,000.00. Cost may not exceed this amount unless through an agreed upon amendment between the OEM and SPAG.

B. Payment to be remitted by check within 30 days of receipt of invoice for exercise services provided by the OEM.

C. Travel - Cost of travel to, from, and within the region resulting from the delivery of services will be borne by the SPAG at the rate prescribed by the United States Internal Revenue Service under the federal income tax regulations. The invoice for travel cost reimbursement shall be included with the invoice for services provided by the OEM and will detail the number of miles traveled for services and will be on a direct reimbursement basis. Other travel costs, if required, will be limited to only those costs which would be allowed under standard SPAG and State of Texas travel policies. Travel costs shall be included under the

$10,000.00 cost cap identified under Section III. A. Combined travel and exercise costs shall not exceed this cost cap.

IV. Roles and Responsibilities

City of Lubbock Office of Emergency Management

- Provide exercise design expertise.
- Lead scenario development and facilitation.
- Develop exercise documentation and evaluation materials.
- Produce AAR/IPs and provide technical assistance.

South Plains Association of Governments

- Coordinate regional participation.
- Recruit and communicate with jurisdictions.
- Schedule meetings and exercise logistics.
- Assist with identifying regional priorities and follow-up planning.
- Integrate findings into regional emergency management initiatives.

Responsibility of Participating Jurisdictions

Each participating jurisdiction retains sole responsibility for:

- Developing, adopting, maintaining, and implementing its Emergency Operations Plan (EOP).
- Making operational decisions before, during, and after actual emergency incidents.
- Training and supervising its personnel.
- Maintaining compliance with all applicable laws, regulations, and emergency management requirements.
- Determining whether recommendations resulting from exercises should be implemented.

The OEM's recommendations are advisory in nature and shall not be considered operational directives.

V. Effective Date and Term of Services

This Agreement shall be effective upon execution by the parties. This Agreement shall effective for the fiscal year of October 1, 2026, to September 30, 2027. This Agreement may be renewed for an ongoing one-year basis upon mutual agreement between the City of Lubbock and SPAG until terminated pursuant to Article VI.

VI. Termination of Services

This Agreement may be terminated by either party for convenience or cause upon thirty (30) days' notice to the other Party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

VII. Notice

Notice as required by this Agreement shall be in writing delivered to the parties by facsimile or certified mail, in the case of LUBBOCK to the City Manager's Office, 1314 Ave K, Lubbock, TX 79401; in the case of SPAG to the Executive Director's Office, 6811 Indiana Ave, Suite B, Lubbock, TX 79413. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

VIII. Limitation of Services

The OEM's responsibilities under this Agreement are limited to the planning, development, facilitation, and evaluation of tabletop exercises and related preparedness activities as described in the Scope of Work. The OEM does not assume responsibility for the operational emergency management functions of any participating jurisdiction, nor does the OEM direct, supervise, or control the actions of participating agencies during actual emergency incidents.

Participation in tabletop exercises is intended solely to improve preparedness, coordination, planning, and decision-making capabilities. Exercise scenarios are hypothetical training events developed for discussion purposes and are not intended to predict, replicate, or guarantee outcomes during actual emergencies.

A. No Warranty or Guarantee

The OEM makes no representation or warranty, express or implied, that participation in a tabletop exercise will prevent, mitigate, or improve the outcome of any actual emergency or disaster. Actual incidents are inherently unpredictable and may differ substantially from exercise scenarios due to factors beyond the OEM's control.

Nothing contained within the exercise materials, discussions, recommendations, or After-Action Reports shall be construed as guaranteeing compliance with any federal, state, or local laws, regulations, emergency management standards, accreditation requirements, or best practices.

B. Release and Limitation of Liability

To the fullest extent permitted by law, the OEM, its officers, employees, and agents shall not be liable for any claims, damages, losses, injuries, costs, or expenses arising from or related to:

- The actions or omissions of any participating jurisdiction during an actual emergency;
- Decisions made by elected officials, emergency managers, responders, or other personnel;
- The implementation or non-implementation of recommendations contained in exercise documentation;
- Differences between hypothetical exercise scenarios and actual emergency events.

Nothing in this Agreement shall be construed as transferring emergency management responsibilities or legal duties from participating jurisdictions to the OEM.

IX. Exercise Disclaimer

Disclaimer: This exercise is conducted solely for training and preparedness purposes. The scenarios presented are fictional and intended to stimulate discussion and planning. Participation in this exercise does not certify, warrant, or guarantee the preparedness, operational capability, or legal compliance of any participating jurisdiction or agency. Each participating jurisdiction remains solely responsible for its emergency planning, operational response, and decision-making during actual incidents.

Regional Coordination: The SPAG serves solely as the regional coordinator and administrative entity for this project. The SPAG does not provide emergency response services, assume operational command, or accept responsibility for the emergency management functions of participating jurisdictions. Each participating jurisdiction remains solely responsible for its own emergency preparedness, response, recovery, and mitigation activities.

EXECUTED this _____ day of _____, 2026.

City of Lubbock

By_____
Mark W. McBrayer, Mayor
City of Lubbock

SOUTH PLAINS ASSOCIATION OF GOVERNMENTS

By_____
Kelly Criswell, Executive Director,
South Plains Association of Governments

REVIEWED: _____
Tim Schwartz, Deputy Executive Director
South Plains Association of Governments

AI# 14618
Regular City Council Meeting **5. 26.**
09/22/2026:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33002166, with SHI Capital, for a five-year lease purchase agreement for the City's network equipment refresh and replacement program.

Item Summary

This item authorizes the purchase and implementation of Phases 2 and 3 of the City's network equipment refresh and replacement program. The project will replace aging network equipment that is approaching or has reached end of life, improve reliability and performance across City facilities, and strengthen the security and resiliency of the City's technology infrastructure.

This investment continues the City's planned, multi-year approach to modernizing critical network infrastructure and reducing the risk of service disruptions caused by aging equipment.

Purchase Order 33002166 is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-CPO-5375. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR Program. Pursuant to the Texas Government Code. Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The total estimated cost of $2,700,046.16, is financed over 5 annual payments of $540,009.23, with the first payment due February 2027.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

Attachments

SHI Government Solutions Resolution
SHI Government Solutions (a) PO 33002166

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 Texas home rule municipality, a Purchase Order No. 33002166 with SHI Government Solutions, Inc. for the Lease-Purchase of certain networking products for the City of Lubbock, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.PO SHI Government Solutions, Inc.
September 15, 2026

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/10/2026
Order Number 33002166 000 OP
Branch/Plant 3410

TO: SHI GOVERNMENT SOLUTIONS INC
PO BOX 825736
PHILADELPHIA PA 19182-57-36

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered	9/10/2026	Freight	.	
Requested	10/1/2026	Taken By		S RIVERA
Delivery	Per J Zhine / Req # 65273		Quo #27956080 /TX DIR-CPO-5375	PUR 19936

If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Networking Products HW / SW	1.000	540,009.2300	EA	540,009.23	10/1/2026
Year 1 - 2027					
Networking Products HW / SW	1.000	540,009.2400	EA	540,009.24	10/1/2027
Year 2 - 2028					
Networking Products HW / SW	1.000	540,009.2300	EA	540,009.23	10/1/2028
Year 3 - 2029					
Networking Products HW / SW	1.000	540,009.2300	EA	540,009.23	10/1/2029
Year 4 - 2030					
Networking Products HW / SW	1.000	540,009.2300	EA	540,009.23	10/1/2030
Year 5 - 2031					

Total Order

Terms NET DUE ON RECEIPT 2,700,046.16

City of Lubbock TEXAS

PURCHASE ORDER

Date - 9/10/2026

Order Number 33002166 000 OP

Branch/Plant 3410

TO: SHI GOVERNMENT SOLUTIONS INC
PO BOX 825736
PHILADELPHIA PA 19182-57-36

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered	9/10/2026	Freight	.	
Requested	10/1/2026	Taken By		S RIVERA
Delivery	Per J Zhine / Req # 65273		Quo #27956080 /TX DIR-CPO-5375	PUR 19936

If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-2366

INSURANCE REQUIRED:

Commercial General Liability:	**Additional Policies:**
$1,000,000 occurrence / $2,000,000 aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).	Cyber Liability: $1,000,000 per claim. Technology Errors and Omissions Liability: $1,000,000 per claim.
*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.	

This purchase order encumbers funds in the amount of $2,700,046.16 awarded to SHI Government Solutions, Inc. of Philadelphia, PA on _____. The following is incorporated into and made part of this purchase order by reference: Quote dated September 9, 2026, from SHI Government Solutions, Inc. of Philadelphia, PA and Contract DIR-CPO-5375.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Pricing Proposal
Quotation #: 27956080
Created On: 9/9/2026
Valid Until: 9/30/2026

TX-City of Lubbock

Jennifer Frescaz
LUBBOCK, TX 79457
United States
Phone:
Email: jfrescaz@mylubbock.us

Inside Account Manager

Brett Yajcaji
SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Send PO to: Texas@shi.com
Phone: 732-652-0255
Email: Brett_Yajcaji@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Networking Equipment Extreme Networks Contract Name: Extreme Networks, Inc. Contract #: DIR-CPO-5375	1	$2,700,046.16	$2,700,046.16
			Total	$2,700,046.16

Additional Comments

Your use of All Software made available to YOU including, but not limited to, Software downloaded from www.extremenetworks.com, is subject to Extreme's End User License Agreement, published at www.extremenetworks.com. The EULA is subject to the End Users purchasing the Products and/or Services, such 'Terms' for which Partner is not privy or liable to. You shall not translate, disassemble, reverse compile or reverse engineer the Products, including, but not limited to, the Software Products, in whole or in part, except to the extent such prohibition is restricted by applicable law. You shall not copy, modify, create derivative works, rent, lease, loan or use for timesharing or service bureau purposes any Products, including, but not limited to, Software Products, in whole or in part, without Extreme's prior written consent, which approval Extreme may withhold in its sole discretion. Extreme Networks has a no returns policy. Products can only be returned for replacement or repair during the product's warranty or service entitlement period.

Payment Schedule:

Year 1 - $540,009.23
Year 2 - $540,009.23
Year 3 - $540,009.23
Year 4 - $540,009.23
Year 5 - $540,009.24

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Contract Number

DIR-CPO-5375

Contract Start Date: **05/19/25**

Contract Term Date: **05/19/27**

Contract Expiration Date: **05/19/30**

Vendor Information

Extreme Networks, Inc.

Vendor ID: **17704302706**

RFO: **DIR-CPO-TMP-577**

Contract Status: **Active**

VENDOR CONTACT:

Michael Swierk

Phone: (603) 775-9502

Vendor Website

DIR CONTACT:

Suzanne Carson

Phone: (512) 475-4948

Provide Feedback

Contract Overview

EXTREME NETWORKS, INC. offers Data Communication & Networking equipment and related services through this contract. This contract offers various product brands and related services. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Data Storage
- Miscellaneous

MORE INFORMATION

Vendor Website

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DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER 500-50899273

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

EXCEPT AS NOTED, ALL SIGNATURES MUST BE BY THE PERSON OR PERSONS AUTHORIZED IN LESSEE'S RESOLUTION.

I. EQUIPMENT LEASE PURCHASE AGREEMENT

a. Terms and Conditions
- Print name, title, sign and date
- Another authorized officer must attest the signature – must be signed by other than lease signor

b. Tax Designation and Covenants – The purpose of this document is to determine if the Tax-Exempt Lease Purchase Agreement meets the requirements for "Bank Qualification" under Section 265(b)(3)(B) of the Internal Revenue Code. How the Lessee answers the questions will not impact the current transaction; however, it does allow for proper categorization of the obligation and accurate reporting to the Internal Revenue Service.
- Initial as appropriate

c. Opinion of Counsel
- Lessee's legal counsel must sign, date and type in their name, the name of the firm, address and telephone number.

II. EXHIBIT A – SCHEDULE OF RENTAL PAYMENTS

- Print name, title, sign and date

III. EXHIBIT B – EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. INCUMBENCY CERTIFICATE

To be signed by a person other than the person who signed the agreement and related Documents.

V. STATE SPECIFIC ADDENDA – Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, TN, and TX.

- Print name, title, sign and date. Attest where required

VI. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VII. 8038 - IRS FORM. Post funding: Form will be sent to you via email to sign and return with an original signature.

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :

☑ **Insurance Certificate for Property** – List SHI GOVERNMENT SOLUTIONS INC. and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.

☑ **Insurance Certificate for Liability** – List SHI GOVERNMENT SOLUTIONS INC. and/or Its Assigns as "additional insured.

☐ **Resolution** of governing body approving the purchase of the equipment and the resolution ratifying the financing. (Note: If the purchase resolution and financing were done in one resolution that is sufficient.)

☑ **Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)

☐ **Advance payment check** made payable to SHI GOVERNMENT SOLUTIONS INC.

☑ **Completed Billing Information form**

☑ **State sales tax exemption certificate**

☐ **Original documents**

☐ **Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9

☐ _____

☐ _____

ALL DOCUMENTATION SHOULD BE RETURNED TO:

Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 • 800-736-0220
Attn: BRIAN DALTON
Email: publicsector@shicapitaldirect.com

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SHI GOVERNMENT SOLUTIONS INC.

1111 Old Eagle School Rd
Wayne, PA 19087

Lease Purchase Agreement

DATED: SEPTEMBER 9, 2026

LESSEE

Full Legal Name	Phone Number
City of Lubbock	

DBA Name (if any)

Billing Address	City	State	Zip
1314 AVENUE K	LUBBOCK	TX	79401-4051

PROPERTY DESCRIPTION

Quantity	Model No. (if applicable)	Serial Number (if applicable)	General Description (describe equipment, software, maintenance, warranty, service and similar items being financed):
			SEE SHI GS QUOTE 27956080
			FOR EQUIPMENT DESCRIPTION PURPOSES

Location of Property (include the location of any tangible personal property financed and/or the location of any tangible personal property that will be using intangible property):

VENDOR

Vendor Name: SHI GOVERNMENT SOLUTIONS INC.
Address
City State Zip

RENTAL PAYMENTS

Rental Payment Periods:
- ☐ Monthly
- ☐ Quarterly
- ☐ Semiannually
- ☑ Annually

Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached hereto as Exhibit A.

TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON PAGES TWO THROUGH FIVE, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

LESSOR

Lessor: SHI GOVERNMENT SOLUTIONS INC.
Signature: Ryan Tuckey
Title: Contract Admin Team Lead
Lease Number: 500-50899273

LESSEE SIGNATURE

Lessee: City of Lubbock
Signature
Title: Mayor
(Seal)
Attest
Title: City Secretary

(Terms and Conditions continued on the reverse side of this Agreement.)

TAX DESIGNATIONS AND COVENANTS

Bank Qualification: Lessee initial here if this provision is applicable: _____
If not initialed, this provision does NOT apply to this Agreement.

(a) Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year during which the Commencement Date of this Agreement occurs, including this Agreement, is not reasonably expected to exceed $10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of $10,000,000 of "qualified tax-exempt obligations" (including this Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year during which the Commencement Date of this Agreement occurs without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

OPINION OF COUNSEL

As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Property, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Property and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Signature	Date
Name	**Phone Number**

Address	City	State	Zip
1314 Avenue K	Lubbock	TX	79401

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

"Capital Expenditures" means costs of a type that are properly chargeable to a capital account under general federal income tax principles in effect at the time the cost is paid, or would be so chargeable with a proper election or with the placed-in-service date considered to be the date on which, based on all facts and circumstances, (a) the facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Property is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Property are deposited by Lessor for that purpose with an escrow agent.

"Event of Default" means an Event of Default described in Section 12.01.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Lease Term" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

"Lessee" means the entity described as such on the front of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such on the front of this Agreement, its successors and its assigns.

"Maximum Lease Term" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Payment Schedule" means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

"Property" means the equipment, software, maintenance, warranty, service and similar items being financed by this Agreement as described on the front of this Agreement, and all replacements, substitutions, updates, upgrades, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto, as applicable.

"Purchase Price" means the amount set forth on the Payment Schedule as the Purchase Price for the Property.

"**Renewal Terms"** means the optional renewal terms of this Agreement, each having a duration of one year and a term co extensive with Lessee's fiscal year.

"Rental Payment Period" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due, The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st of a month that does not include such a date shall begin on the last day of the month.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"State" means the state in which Lessee is located.

"**Vendor"** means the manufacturer or supplier of the Property as well as the agents or dealers of the manufacturer or supplier of the Property, as listed on the front of this Agreement.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Property hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of the Lessee or the Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Property is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future. The Property will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the United States Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

(o) All the costs of acquiring the Property, including amounts attributable to the financing of software, maintenance, warranty and similar items, are consistently treated as Capital Expenditures by the Lessee on its books and records. All proceeds of this Agreement will be used, directly or indirectly, to finance Capital Expenditures or, to the extent permitted by law, de minimis expenditures for certain specified purposes.

(p) Lessee has received written assurance from Vendor that with respect to the portion of the Property being prepaid, the same maintenance, repair, extended warranty, updates or maintenance or support services, as applicable, are regularly provided to nongovernmental persons on the same terms.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Property will not be less than the total principal portion of the Rental Payments.

(b) The Property has been ordered or is expected to be ordered within six months of the Commencement Date, and the Property is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Property has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

ARTICLE III

Section 3.01. Lease of Property. Lessor hereby demises, leases and lets the Property to Lessee, and Lessee rents, leases and hires the Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Property under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 3.03. Continuation of Lease Term. Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.04. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or

Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee's rights to the Property will simultaneously terminate and Lessee agrees, at Lessee's cost and expense, (a) to immediately discontinue use of the Property, (b) to return to Lessor any portion of the Property constituting tangible personal property, (c) to remove any intangible Property from Lessee's property and terminate access to and use of such Property, whether such Property is installed on premises or accessed remotely or by internet connection and, as applicable, deliver or otherwise release the same to Vendor at the location or locations specified by Vendor, and (d) within 30 days of any such termination, to deliver a certificate to Lessor certifying that Lessee has complied with this sentence.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE PROPERTY TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of the Property. Lessee shall (a) order the Property, (b) cause any portion of the Property constituting tangible personal property to be delivered and installed at the location specified on the front of this Agreement, (c) cause any intangible Property to be accessible from Lessee's computers, servers and other electronic equipment, either by installing the software directly on premises or providing remote access thereto, and (d) pay any and all delivery, installation and other costs in connection therewith. When the Property has been delivered and installed or is otherwise accessible by the Lessee, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, any portion of the Property constituting tangible personal property and any computers, servers and other electronic equipment using intangible Property will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

Section 5.02. Enjoyment of Property. Lessee shall peaceably and quietly have and hold and enjoy the Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting any portion of the Property constituting tangible personal property.

Section 5.04. Use and Maintenance of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any licensing or other agreement, or in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation, use, operation and maintenance of the Property. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest or rights of Lessor under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Property in good repair, working order and condition and install all updates, upgrades, improvements and additions to the Property made available to it by Vendor. Lessor shall have no responsibility to maintain or repair or to provide or make updates, upgrades, improvements or additions to the Property.

ARTICLE VI

Section 6.01. Title to the Property. During the Lease Term, title to the Property shall vest in Lessee, subject to the provisions of this Agreement and any applicable license or other agreement. Upon any termination of this Agreement pursuant to Sections 3.02(a) or Section 3.02(c), Lessee's title shall immediately and without any action by Lessee terminate. Upon any termination of the Agreement pursuant to Sections 3.02(b) or 3.02(d), title to the Property shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 6.02. UCC FILINGS. Lessee authorizes Lessor to file a financing statement with respect to the Property.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes and other similar charges. If the licensing, use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Property. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring any portion of the Property constituting tangible personal property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term, as applicable. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Property in good repair and operating condition, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Property, (c) the ordering, licensing, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property, (d) any accident in connection with the licensing, operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE VIII

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Property from any cause whatsoever. No such loss of or damage to the Property nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction, Unfitness for Use and Condemnation. If (a) any portion of the Property constituting tangible personal property is destroyed, in whole or in part, or is damaged by fire or other casualty or if any portion of the Property is otherwise rendered unfit for use by any cause whatsoever, or (b) title to, or the temporary use of, any portion of the Property or the interest of Lessee or Lessor in any portion of the Property shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair or restoration of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property pursuant to Article X. Any balance of the Net Proceeds remaining after such replacement, repair or restoration of the Property has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair or restoration referred to in Section 8.02, Lessee shall either (a) complete such replacement, repair or restoration and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Property pursuant to Article X. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair or restoration or after purchasing the Property shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PROPERTY OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY PROPERTY PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Property or licensing or other agreements; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all rights under any licensing or other agreement and warranties, if any, running from Vendor to Lessor included in or respecting the Property. Lessor hereby irrevocably appoints Lessee its agent and attorney in fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such licensing or other agreement, warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no

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representations or warranties whatsoever as to the existence or availability of such agreements or warranties by any Vendor.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Property, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) If substantially all of the Property is substantially damaged, destroyed or otherwise rendered unfit for use or is condemned, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360 day year of twelve 30 day months.

Upon the exercise of the option to purchase set forth above, title to the Property shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Property and that the amount required to exercise Lessee's option to purchase Lessor's interest in the Property pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Property. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Property hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Property, (b) the uses and purposes for which the Property will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Property and the use of the Property pursuant to the terms and provisions of this Agreement and any applicable licensing and other agreements, and (d) Lessee's option to purchase Lessor's interest in the Property.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Property may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Property and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Property may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Property, to the extent, if any, permitted by any applicable licensing and other agreements, if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Property shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Property.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Any termination or suspension of any of Lessee's rights under any licensing agreement included in the Property.

(c) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed or to comply with any licensing or other agreement included in or respecting the Property, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(e) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(f) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(g) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due.

(b) Lessor may terminate this Agreement and hold Lessee liable for Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and in such event, Lessee's rights to the Property will simultaneously terminate and Lessee agrees, at Lessee's cost and expense, (a) to immediately discontinue use of the Property, (b) to return to Lessor any portion of the Property constituting tangible personal property, (c) to remove any intangible Property from Lessee's property and terminate access to and use of such Property, whether such Property is installed on premises or accessed remotely or by internet connection and, as applicable, deliver or otherwise release the same to Vendor at the location or locations specified by Vendor, and (d) within 30 days of any such termination, to deliver a certificate to Lessor certifying that Lessee has complied with this sentence. Lessor reserves the right to, and Lessee agrees that the Lessor or Vendor may, upon termination of this Agreement, enter the premises where the Property is located or used to retake possession of the Property or ensure compliance with the previous sentence.

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as Lessor under this Agreement.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended in writing by Lessor and Lessee.

Section 13.06. INTENTIONALLY OMITTED.

Section 13.07. Usury. The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 13.09. INTENTIONALLY OMITTED.

Section 13.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.12. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 13.13. Electronic Transactions. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Agreement, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of the IRS Form 8038-G which Lessee must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Agreement, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith with the exception of the IRS Form 8038-G, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Agreement by the Lessee when manually countersigned by Lessor or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At Lessor's option, Lessor may require a manual signature.

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TEXAS ADDENDUM TO LEASE PURCHASE AGREEMENT

This Addendum to that certain Lease Purchase Agreement (together with all Exhibits and this Addendum, the "Agreement") dated as of SEPTEMBER 9, 20 26, between SHI GOVERNMENT SOLUTIONS INC. (together with its successors and assigns, "Lessor"), and City of Lubbock (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. The definition of **Lease Term** in the Agreement is hereby amended by deleting the existing definition and inserting the following definition in lieu thereof:

"**Lease Term**" means, the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 3.02**, provided that the Lease Term shall not exceed 25 years.

2. **Section 3.03** of the Agreement is hereby deleted and the following **Section 3.03** is hereby inserted in lieu thereof:

Section 3.03. Continuation of Lease Term. The decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then-current governing body of Lessee.

3. **Section 11.01** of the Agreement is hereby deleted and the following **Section 11.01** is hereby inserted in lieu thereof:

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Property may, without notice to or the consent of Lessee, be assigned and reassigned in whole (but not in part) by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Property and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

4. The following **Section 13.14** is hereby added to the Agreement:

Section 13.14. No Engagement in Boycott of Israel. Lessor certifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code § 808.001.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE

Legal Name of Lessee: City of Lubbock

Signature: _____ Date: 09/22/2026

Print Name: Mark W. McBrayer

Title: Mayor

(Seal)

Attest: _____

Title: City Secretary Date: 09/22/2026

LESSOR SIGNATURE

Name of Lessor: SHI GOVERNMENT SOLUTIONS INC.

Lessor Signature: Signed by: Ryan Tuckey DE59B36D73A44D0... Date: _____

Print Name: Ryan Tuckey

Title: Contract Admin Team Lead

Lease Number: 500-50899273

21TEIA023

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TEXAS VERIFICATION ADDENDUM TO LEASE PURCHASE AGREEMENT

[APPLICABLE TO A LEASE WITH A VALUE OF A $100,000 OR MORE]

LESSOR: SHI GOVERNMENT SOLUTIONS INC.
LESSEE: City of Lubbock
LEASE NUMBER: 500-50899273
LEASE DATE: SEPTEMBER 9 2026

This Texas Verification Addendum is hereby incorporated in and is hereby made a part of the above-referenced LEASE PURCHASE AGREEMENT (together with all Exhibits and Attachments, the "Original Lease", and with any supplemental addendums or amendments, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to SHI GOVERNMENT SOLUTIONS INC., as the "Lessor" of the Equipment.

This Texas Verification Addendum serves to evidence compliance with applicable Texas statutes by providing written verification that the Lessor, including its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, and affiliates, can make the unqualifed verifications as outlined herein. The Lease is a contract for goods or services between the Lessor and the Lessee, a Texas governmental entity, with a value of $100,000 or more to be paid wholly or partly from public funds of the Lessee.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. The following NEW SECTION is hereby added to the Original Lease:

   NEW SECTION. NO ENGAGEMENT IN BOYCOTT OF ISRAEL. WE certify that WE do not boycott Israel, and agree that WE will not boycott Israel during the term of this Lease, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code § 808.001.

2. The following NEW SECTION is hereby added to the Original Lease:

   NEW SECTION. NO BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS. WE certify that WE do not engage in business with Iran, Sudan, or any company identified on the list referenced in V.T.C.A., Government Code § 2252.152.

3. The following NEW SECTION is hereby added to the Original Lease:

   NEW SECTION. NO ENGAGEMENT IN BOYCOTTING ENERGY COMPANIES. WE certify that WE do not boycott energy companies and will not boycott energy companies during the term of this Lease pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 529, § 2)

4. The following NEW SECTION is hereby added to the Original Lease:

   NEW SECTION. NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES. We certify that WE (a) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the Lease against a firearm entity or firearm trade association, all pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 530, § 1).

Except as specifically set forth in this Texas Verification Addendum, all terms and conditions contained in the Original Lease will remain in full force and effect and are hereby ratified and confirmed.

In the event of any conflict, inconsistency or incongruity between the provisions of this Texas Verification Addendum and any of the provisions of the Original Lease, the provisions of this Texas Verification Addendum shall in all respects govern and control.

LESSEE SIGNATURE

Legal Name of Lessee City of Lubbock
Signature _____ Date 09/22/2026
Print Name Mark W. McBrayer
Title Mayor

LESSOR SIGNATURE

Name of Lessor SHI GOVERNMENT SOLUTIONS INC.
Lessor Signature Signed by: Ryan Tuckey DE59B36D73A44D0... Date _____
Print Name Ryan Tuckey
Title Contract Admin Team Lead
Lease Number 500-50899273

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EXHIBIT A

LEASE PURCHASE AGREEMENT

Payment Schedule

LESSOR: **SHI GOVERNMENT SOLUTIONS INC.**

LESSEE: City of Lubbock

LEASE NUMBER: 500-50899273

LEASE DATE: SEPTEMBER 9, 2026

Rental Payment Number	Rental Payment Due Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	09/15/2026	0	0	0	2,700,046.16	-
1	01/15/2027	540,009.23	0.00	540,009.23	2,160,036.93	2,207,557.74
2	01/15/2028	540,009.23	0.00	540,009.23	1,620,027.70	1,655,668.31
3	01/15/2029	540,009.23	0.00	540,009.23	1,080,018.47	1,103,778.88
4	01/15/2030	540,009.23	0.00	540,009.23	540,009.24	551,889.44
5	01/15/2031	540,009.23	-0.01	540,009.24	0.00	-
TOTALS		2,700,046.15	-0.01	2,700,046.16		-

Sales tax of 0.00 is included in the financed amount shown above.

Lessee acknowledges that the amount financed by Lessor is $2,384,709.20 and that such amount, net of any advance payments, is the issue price for Federal Income Tax purposes. The yield for this schedule for Federal Income Tax purposes is 5.462%*. Such issue price and yield will be stated in the applicable IRS Form 8038-G.The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing, the interest rate will be revised to reflect adjustments to the Lender's actual cost of funds due to financial market and legal changes incurred since the date of this documentation. This revision may result in an increase in the resulting payment amounts. If such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed by Lessee that a revised amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: _____ Date: 09/22/2026

Print Name: Mark W. McBrayer Title: Mayor

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INCUMBENCY CERTIFICATE

Re: Lease Purchase Agreement dated as of SEPTEMBER 9, 20 26 (the "Agreement"), between SHI GOVERNMENT SOLUTIONS INC. ("Lessor") and City of Lubbock ("Lessee").

Being a knowledgeable and authorized agent of Lessee, I hereby certify to Lessor that the person(s) who executed the Agreement are legally authorized to do so on behalf of Lessee and that the signatures that appear on the Agreement are genuine.

LESSEE		
	Lessee Name: City of Lubbock	
	Signature	Date: 09/22/2026
	Prunt Name: Mark W. McBrayer	
	Title: Mayor	

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THE AGREEMENT AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

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ESSENTIAL USE QUESTIONNAIRE

Lessee Contact Name / Position: Jennifer Frescaz - CIO Phone Number: 806-775-2372

1) Please clarify legal name of proposed lessee? City of Lubbock

2) Is any equipment to be leased replacing any existing equipment? *(If No, proceed to question 3).* ☒ Yes ☐ No

What percentage of the equipment to be leased is replacement? 100 %

How long was the existing equipment in use? ☐ 1-3 yrs ☐ 3-5 yrs ☒ 5+ yrs

Why is the existing equipment being replaced?

3) For what purpose is the equipment being acquired? (Provide detail as to which department(s) and the expected use of the equipment)

Equipment will support all city operations as data center infrastructure.

4) Was the equipment/lease placed for competitive bid? ☐ Yes ☒ No

If No, why was a bid not required?

☐ Covered under state contract (Contract name and # Texas DIR Contract # DIR-CPO-5375)

☐ Size of transaction does not require competitive bid (What documentation)

☐ Transaction exempt from bidding process pursuant to current statutes (statute #)

(Please attach copy of statute if available)

☐ Other

5) What is the source of funds for repayment of this obligation?

☒ Local Property Taxes

☐ State Unrestricted Revenues

☐ Federal Financial Assistance

☐ Chapter I ☐ Chapter II ☐ Other

☐ Other

6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? ☒ Yes ☐ No

If No, why is the obligation not included in an approved budget?

7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation?

The infrastracture is critical to the ongoing operations of the city.

To the best of your knowledge, have you ever non-appropriated funds in the past? ☐ Yes ☒ No

If Yes, please provide details

8) What is required on the Invoice for prompt payment? PO # & Contract information

Completed By:

Signature: Date: 9-10-26

Print Name: Jennifer Frescaz Phone: 806-775-2372

10PFDOC174

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BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for SHI GOVERNMENT SOLUTIONS INC. to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: City of Lubbock

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

Accountspayable@mylubbock.us

jzhine@mylubbock.us

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: PO Box 2000

Lubbock TX 79457

Attention:

Telephone Number:

FEDERAL TAX ID#: 1-75600590

Lease/Contract Signer Name: Mark Mcbrayer Date of Birth (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** . ☒ YES ☐ NO

Is a new purchase order required for each new fiscal period? ☐ YES ☒ NO

If yes, provide month/year PO expires

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** ☒ YES ☐ NO

Do you require any special information to establish a vendor number for ? ☐ YES ☒ NO

If yes, please advise:

Additional Comments:

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS
(required for all State and Local Government transactions)

Contact Name: Amber Magar

Title: Accounting Manager

Contact Address: 1314 Avenue K

Contact Telephone Number: 806-775-2160

Email Address: AMagar@mylubbock.us

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction**:

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES ☒ NO ☐ If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.
The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES ☐ NO ☐ If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

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Docusign Envelope ID: D4E897F0-A50C-8F88-8252-DBA6A1CCFC16

Form **8038-G**
(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

SAMPLE

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	2 **Issuer's employer identification number (EIN)** XXXXXXXXXXXXX
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	3b Telephone number of other person shown on 3a XXXXXXXXXXXXXXXXXX
4 Number and street (or P.O. box if mail is not delivered to street address) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Room/suite XXXXXX	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code XXXXXXXXXXXXXXXXXX XXXXXXXXX	7 Date of issue XXXXXXXXXXXXXXXXXXXXXX
8 Name of issue XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	9 CUSIP number XXXXXXXXXXXXXXXXXXXXX
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	10b Telephone number of officer or other employee shown on 10a XXXXXXXXXXXXXXXXXXXXX

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	XXXXXXXXX XX
12	Health and hospital	12	XXXXXXXXX XX
13	Transportation	13	XXXXXXXXX XX
14	Public safety	14	XXXXXXXXX XX
15	Environment (including sewage bonds)	15	XXXXXXXXX XX
16	Housing	16	XXXXXXXXX XX
17	Utilities	17	XXXXXXXXX XX
18	Other. Describe ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	18	XXXXXXXXX XX
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	XXXXXXXXXX	$ XXXXXXXXXX XX	$ XXXXXXXXXX XX	XXXXXXXXX years	XXXXXXXXXXXXX %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		22	XXXXXXXXX XX
23	Issue price of entire issue (enter amount from line 21, column (b))		23	XXXXXXXXX XX
24	Proceeds used for bond issuance costs (including underwriters' discount)	24 XXXXXXX XX		
25	Proceeds used for credit enhancement	25 XXXXXXX XX		
26	Proceeds allocated to reasonably required reserve or replacement fund	26 XXXXXXX XX		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27 XXXXXXX XX		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28 XXXXXXX XX		
29	Total (add lines 24 through 28)		29	XXXXXXXXX XX
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	XXXXXXXXX XX

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	XXXXXXXXXX years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	XXXXXXXXXX years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	XXXXXXXXXXX
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	XXXXXXXXXX XX
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	XXXXXXXXXX XX
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) XXXXXXXXXXXXXX		
c	Enter the name of the GIC provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	XXXXXXXXXX XX
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXX		
c	Enter the EIN of the issuer of the master pool bond ▶ XXXXXXXXXX		
d	Enter the name of the issuer of the master pool bond ▶ XXXXXXXXXXXXXXXXX		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐		
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:		
b	Name of hedge provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXX		
c	Type of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXX		
d	Term of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXX		
42	If the issuer has superintegrated the hedge, check box ▶ ☐		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXXXXXXXXXX		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative | Date | XXXXXXXXXXXXXXXXXXXXXXXXXXXX Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				XXXXXXXXXXX

Firm's name ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXX | Firm's EIN ▶ XXXXXXXXXX

Firm's address ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXX | Phone no. XXXXXXXXXXXXX

SAMPLE

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ACCEPTANCE CERTIFICATE

SHI GOVERNMENT SOLUTIONS INC.
1111 Old Eagle School Rd.
Wayne, PA 19087

Ladies and Gentlemen:

Re: Lease Purchase Agreement dated as SEPTEMBER 9, 20 26 of between SHI GOVERNMENT SOLUTIONS INC., as Lessor, and City of Lubbock, as Lessee.

In accordance with the Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

(1) All of the Property (as such term is defined in the Agreement) has been delivered, installed or is otherwise fully accessible by the Lessee and the Property is accepted on the date hereof.

(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

LESSEE	Lessee Name: City of Lubbock	
	Signature	Date: 9/22/2026
	Title: Mayor	

24SHI059C

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Certificate Of Completion

Envelope Id: D4E897F0-A50C-8F88-8252-DBA6A1CCFC16
Status: Sent
Subject: Action Required: Lease Purchase agreement for City of Lubbock - 500-50899273
Application Number: 500-50899273
Program Name: SHI International Corp
Is This a Test or Production Envelope?: Production Transaction
ISR:
Source Envelope:
Document Pages: 17
Signatures: 3
Envelope Originator:
Certificate Pages: 4
Initials: 0
Brian Dalton
AutoNav: Enabled
1111 Old Eagle School Rd
EnvelopeId Stamping: Enabled
Wayne, PA 19087
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
bdalton@leasedirect.com
IP Address: 194.178.124.236

Record Tracking

Status: Original
9/15/2026 4:13:12 PM
Holder: Brian Dalton
bdalton@leasedirect.com
Location: DocuSign

Signer Events	Signature	Timestamp
Brian Dalton bdalton@leasedirect.com Security Level: Email, Account Authentication (Optional)	**Completed** Using IP Address: 194.178.124.236	Sent: 9/15/2026 5:00:08 PM Viewed: 9/15/2026 5:00:25 PM Signed: 9/15/2026 5:02:32 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ryan Tuckey rtuckey@leasedirect.com Contract Admin Team Lead OT Wayne Security Level: Email, Account Authentication (Optional), Login with SSO	Signed by: Ryan Tuckey DE59B36D73A44D0... Signature Adoption: Pre-selected Style Using IP Address: 208.252.71.138	Sent: 9/15/2026 5:02:36 PM Viewed: 9/15/2026 5:04:04 PM Signed: 9/15/2026 5:04:47 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jennifer Frescaz jfrescaz@mylubbock.us Security Level: Email, Account Authentication (Optional)	**Completed** Using IP Address: 208.84.91.39	Sent: 9/15/2026 5:04:52 PM Viewed: 9/15/2026 5:07:44 PM Signed: 9/15/2026 5:38:00 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2026 5:07:44 PM ID: 2cf4242e-b941-4345-8990-2b1f227f1cf5 Company Name: Vendor Services - Wayne		
Mitch Satterwhite msatterwhite@mylubbock.us Security Level: Email, Account Authentication (Optional)		Sent: 9/15/2026 5:38:04 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mary Falcon mfalcon@mylubbock.us Security Level: Email, Account Authentication (Optional)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Not Offered via Docusign		
Brian Dalton bdalton@leasedirect.com Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Mark Mcbrayer mmcbrayer@mylubbock.us Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Courtney Paz cpaz@mylubbock.us Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Brian Dalton bdalton@leasedirect.com Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Contract Admin - OT		
Signing Group: Contract Admin - OT Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jay Zhine jzhine@mylubbock.us Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jay Zhine jzhine@mylubbock.us Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:**		

Carbon Copy Events	Status	Timestamp
Not Offered via Docusign		

Marta Alvarez

malvarez@mylubbock.us

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/15/2026 5:00:08 PM
Envelope Updated	Security Checked	9/15/2026 5:02:05 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

DISCLOSURE STATEMENT

By checking the “I consent to use Electronic Records and Signatures” box at the bottom of this Disclosure Statement, You are agreeing and acknowledging as follows:

1. You agree to do business electronically with Company (“We”, “Us” or “Our”), including without limitation signing legally binding documents (e.g. loan documents, lease documents, landlord waivers, etc., as applicable), and receive all related records (e.g. documents counter-signed by US, if applicable) and notices electronically.

2. You agree that the Electronic Signatures in Global and National Commerce Act shall be applicable.

3. You can print on paper this Disclosure Statement or save or send it to a place where You can print it, for future reference and access.

AI# 14604
Regular City Council Meeting 5. 27.
09/22/2026:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33002164, with Mythics, LLC, for a two-year renewal and an optional third-year renewal of software licenses and maintenance support for the City financial management systems.

Item Summary

Purchase Order 33002164 provides for a two-year renewal of financial software licenses, maintenance, technical support, and related reporting applications for the term of October 1, 2026, through September 30, 2028, in the total amount of $449,523.77. The agreement also includes an option to renew for one additional year, from October 1, 2028, through September 30, 2029, subject to available funding and City approval.

These software applications support ongoing business operations, reporting needs, system reliability, and vendor-provided technical assistance for the financial system. Renewing maintenance and support ensures the City continues to receive software updates, security patches, product enhancements, and access to vendor support services needed to maintain the applications in a stable and supported environment.

Licensing, maintenance, and support will be renewed and invoiced annually during the contract term. The purchase is available through the OMNIA Partners Region 4 Education Service Center cooperative purchasing Contract No. R240202, which satisfies procurement requirements and allows the City to obtain competitively solicited pricing.

Fiscal Impact

The total purchase amount of the two-year agreement is $449,523.77. The first year amount of $220,525.55 is budgeted in the Information Technology Fiscal Year 2026-27 Operating Budget. The subsequent year will be requested during the budget process for Fiscal Year 2027-28 and in Fiscal year 2028-29 for the optional one-year renewal.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

Attachments

Mythics LLC Resolution PO 33002164
Mythics LLC PO 33002164

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 33002164, through Purchasing Co-op Contract No. OMNIA R240202, Renewal of Oracle Licenses, Maintenance & Support for JD Edwards Enterprise One and One View Reporting, by and between the City of Lubbock and Mythics, LLC, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Matt Wade
Matt Wade, City Attorney

ccdocs II/RES.PO 33002164 JD Edwards Mythics LLC
September 22, 2026

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/8/2026
Order Number 33002164 000 OP
Branch/Plant 3410

TO:
MYTHICS LLC
4525 MAIN STREET
SUITE 1500
VIRGINIA BEACH VA 23462

SHIP TO:
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered	9/8/2026	Freight	.	
Requested	10/22/2026	Taken By		S RIVERA
Delivery	Per J Zhine / Req # 65248		Q#SR6263314 FY27/Omnia R240202	PUR 19927

If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-2366
One-year option to renew through September 30, 2029, in the amount of $238,531.50, as described in Quote # SR 6263314 FY27.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
JDE E1 Human Resources 26-27	1.000	4,333.8000	EA	4,333.80	10/22/2026
Employee Perptual License 155					
JDE E1 Human Resources 27-28	1.000	4,507.4000	EA	4,507.40	10/22/2027
Employee Perptual License 155					
JDE E1 Time&Labor 10/26-9/27	1.000	2,576.1000	EA	2,576.10	10/22/2026
Employee Perptual License 155					
JDE E1 Time&Labor 10/27-9/28	1.000	2,679.9500	EA	2,679.95	10/22/2027
Employee Perptual License 155					
JDE E1 Payroll through 9/30/27	1.000	5,270.0000	EA	5,270.00	10/22/2026
Employee Perptual License 155					
JDE E1 Payroll through 9/30/28	1.000	5,480.8000	EA	5,480.80	10/22/2027
Employee Perptual License 155					
JDE E1 Human Resources 26-27	1.000	1,229.4000	EA	1,229.40	10/22/2026
Employee Perptual License 90					
JDE E1 Human Resources 27-28	1.000	1,205.1000	EA	1,205.10	10/22/2027
Employee Perptual License 90					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 9/8/2026

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If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
JDE E1 Time&Labor 10/26-9/27	1.000	2,068.2000	EA	2,068.20	10/22/2026
Employee Perptual License 90					
JDE E1 Time&Labor 10/27-9/28	1.000	2,026.8000	EA	2,026.80	10/22/2027
Employee Perptual License 90					
JDE E1 Payroll through 9/30/27	1.000	2,515.5000	EA	2,515.50	10/22/2026
Employee Perptual License 90					
JDE E1 Payroll through 9/30/28	1.000	2,465.1000	EA	2,465.10	10/22/2027
Employee Perptual License 90					
JDE E1 Human Resources 26-27	1.000	62,629.3000	EA	62,629.30	10/22/2026
Employee Perptual License 2270					
JDE E1 Human Resources 27-28	1.000	65,126.3000	EA	65,126.30	10/22/2027
Employee Perptual License 2270					
JDE E1 Time&Labor 10/26-9/27	1.000	37,228.0000	EA	37,228.00	10/22/2026
Employee Perptual License 2270					
JDE E1 Time&Labor 10/27-9/28	1.000	38,726.2000	EA	38,726.20	10/22/2027
Employee Perptual License 2270					

City of Lubbock TEXAS

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Date - 9/8/2026

Order Number 33002164 000 OP

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Delivery	Per J Zhine / Req # 65248		Q#SR6263314 FY27/Omnia R240202	PUR 19927

If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
JDE E1 Payroll through 9/30/27	1.000	76,181.2000	EA	76,181.20	10/22/2026
Employee Perptual License 2270					
JDE E1 Payroll through 9/30/28	1.000	79,223.0000	EA	79,223.00	10/22/2027
Employee Perptual License 2270					
Oracle Tech Foundation/JDE E1	1.000	15,660.0000	EA	15,660.00	10/22/2026
per User Thru 9/30/27 200					
Oracle Tech Foundation/JDE E1	1.000	16,286.0000	EA	16,286.00	10/22/2027
per User Thru 9/30/28 200					
JDE E1 OneViewRpt Pay 10/26	1.000	1,464.1000	EA	1,464.10	10/22/2026
9/27 CSI 19444976 ApplUsrPerp5					
JDE E1 OneViewRpt Pay 10/27	1.000	1,522.6500	EA	1,522.65	10/22/2027
9/28 CSI 19444976 ApplUsrPerp5					
JDE E1 OneViewRpt Fdn 10/26-	1.000	3,220.9100	EA	3,220.91	10/22/2026
9/27 CSI 19444976 ApplUsrPrp11					
JDE E1 OneViewRpt Fdn 10/27-	1.000	3,349.7200	EA	3,349.72	10/22/2027
9/28 CSI 19444976 ApplUsrPrp11					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 9/8/2026

Order Number 33002164 000 OP

Branch/Plant 3410

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INFORMATION TECHNOLOGY
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LUBBOCK, TX 79457

BY: _____
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Delivery	Per J Zhine / Req # 65248		Q#SR6263314 FY27/Omnia R240202	PUR 19927

If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
JDE E1 OneViewRptPrjCst 10/26	1.000	1,464.1000	EA	1,464.10	10/22/2026
9/27 CSI 19444976 ApplUsrPerp5					
JDE E1 OneViewRptPrjCst 10/27	1.000	1,522.6500	EA	1,522.65	10/22/2027
9/28 CSI 19444976 ApplUsrPerp5					
JDE E1 OneViewRpt Inven 10/26	1.000	1,464.1000	EA	1,464.10	10/22/2026
9/27 CSI 19444976 ApplUsrPerp5					
JDE E1 OneViewRpt Inven 10/27	1.000	1,522.6500	EA	1,522.65	10/22/2027
9/28 CSI 19444976 ApplUsrPerp5					
JDE E1 OneViewRpt Finan 10/26	1.000	1,464.1000	EA	1,464.10	10/22/2026
9/27 CSI 19444976 ApplUsrPerp5					
JDE E1 OneViewRpt Finan 10/27	1.000	1,522.6500	EA	1,522.65	10/22/2027
9/28 CSI 19444976 ApplUsrPerp5					
JDE E1 OneViewRpt HR 10/26	1.000	1,756.7400	EA	1,756.74	10/22/2026
9/27 CSI 19444976 ApplUsrPerp6					
JDE E1 OneViewRpt HR 10/27	1.000	1,831.2500	EA	1,831.25	10/22/2027
9/28 CSI 19444976 ApplUsrPerp6					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 9/8/2026

Order Number 33002164 000 OP

Branch/Plant 3410

TO:	SHIP TO:
MYTHICS LLC 4525 MAIN STREET SUITE 1500 VIRGINIA BEACH VA 23462	CITY OF LUBBOCK INFORMATION TECHNOLOGY 1314 AVENUE K - BASEMENT LUBBOCK TX 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered	9/8/2026	Freight	.
Requested	10/22/2026	Taken By	S RIVERA
Delivery	Per J Zhine / Req # 65248	Q#SR6263314 FY27/Omnia R240202	PUR 19927

If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date

Total Order

Terms NET 30 DAYS 449,523.77

This purchase order encumbers funds in the amount of $449,523.77 awarded to Mythics, LLC of Virginia Beach, VA, on _____, 2026. The following is incorporated into and made part of this purchase order by reference: Quote dated September 01, 2026, from Mythics, LLC of Virginia Beach, VA, and OMNIA Contract R240202.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

INSURANCE REQUIRED:

Commercial General Liability:	**Additional Policies:**
$1,000,000 occurrence / $2,000,000 aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).	Cyber Liability: $1,000,000 per claim. Technology Errors and Omissions Liability: $1,000,000 per claim.

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

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

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

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

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

4525 Main Street, Suite 1500
Virginia Beach, VA 23462
DUNS #: 013358002
UEI: U2W4ZCG9WJA7
Fed Tax ID #: 54-1987871
CAGE Code: 1TA34

Mythics POC: **Ryan Bozeman**
Phone **(757) 222-0941**
Mobile: **(757) 773-7262**
Fax: **757.412.1060**
Email: **RBOZEMAN@MYTHICS.COM**

Company Name: **City of Lubbock, TX**
Contact: **Jay Zhine**
Email: **jzhine@mylubbock.us**
Phone: **806-775-2366**
Project: **Oracle Support Renewal**

Quote Number: **SR 6263314 FY27**
Estimate Prepared On: **09/01/2026**
Estimate Valid Through: **10/22/2026**

Please include this reference on a valid PO	**This PO incorporates the terms of Mythics quote number SR 6263314 FY27 and Region 4 (Omnia) - R240202 by reference**

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description/License Type	Start Date	End Date	Quantity	Support Type	Extended Price
		SR # 19734812					
1	22591328	JD Edwards EnterpriseOne Human Resources - Employee Perpetual	10/01/2026	09/30/2027	155	Software Update License & Support	$4,333.80
2	22591328	JD Edwards EnterpriseOne Human Resources - Employee Perpetual	10/01/2027	09/30/2028	155	Software Update License & Support	$4,507.40
3	22591328	JD Edwards EnterpriseOne Time and Labor - Employee Perpetual	10/01/2026	09/30/2027	155	Software Update License & Support	$2,576.10
4	22591328	JD Edwards EnterpriseOne Time and Labor - Employee Perpetual	10/01/2027	09/30/2028	155	Software Update License & Support	$2,679.95
5	22591328	JD Edwards EnterpriseOne Payroll - Employee Perpetual	10/01/2026	09/30/2027	155	Software Update License & Support	$5,270.00
6	22591328	JD Edwards EnterpriseOne Payroll - Employee Perpetual	10/01/2027	09/30/2028	155	Software Update License & Support	$5,480.80
		SR # 21443505					
7	92970257	JD Edwards EnterpriseOne Time and Labor - Employee Perpetual	10/23/2026	10/22/2027	90	Software Update License & Support	$1,229.40
8	92970257	JD Edwards EnterpriseOne Time and Labor - Employee Perpetual	10/23/2027	09/30/2028	90	Software Update License & Support	$1,205.10
9	92970257	JD Edwards EnterpriseOne Human Resources - Employee Perpetual	10/23/2026	10/22/2027	90	Software Update License & Support	$2,068.20
10	92970257	JD Edwards EnterpriseOne Human Resources - Employee Perpetual	10/23/2027	09/30/2028	90	Software Update License & Support	$2,026.80
11	92970257	JD Edwards EnterpriseOne Payroll - Employee Perpetual	10/23/2026	10/22/2027	90	Software Update License & Support	$2,515.50
12	92970257	JD Edwards EnterpriseOne Payroll - Employee Perpetual	10/23/2027	09/30/2028	90	Software Update License & Support	$2,465.10
		SR # 6263314					
13	19444976	JD Edwards EnterpriseOne Human Resources - Employee Perpetual	10/01/2026	09/30/2027	2270	Software Update License & Support	$62,629.30
14	19444976	JD Edwards EnterpriseOne Human Resources - Employee Perpetual	10/01/2027	09/30/2028	2270	Software Update License & Support	$65,126.30
15	19444976	JD Edwards EnterpriseOne Time and Labor - Employee Perpetual	10/01/2026	09/30/2027	2270	Software Update License & Support	$37,228.00
16	19444976	JD Edwards EnterpriseOne Time and Labor - Employee Perpetual	10/01/2027	09/30/2028	2270	Software Update License & Support	$38,726.20
17	19444976	JD Edwards EnterpriseOne Payroll - Employee Perpetual	10/01/2026	09/30/2027	2270	Software Update License & Support	$76,181.20
18	19444976	JD Edwards EnterpriseOne Payroll - Employee Perpetual	10/01/2027	09/30/2028	2270	Software Update License & Support	$79,223.00
19	19444976	Oracle Technology Foundation for JD Edwards EnterpriseOne - Application User Perpetual	10/01/2026	09/30/2027	200	Software Update License & Support	$15,660.00
20	19444976	Oracle Technology Foundation for JD Edwards EnterpriseOne - Application User Perpetual	10/01/2027	09/30/2028	200	Software Update License & Support	$16,286.00
21	19444976	JD Edwards EnterpriseOne One View Reporting for Payroll - Application User Perpetual	10/01/2026	09/30/2027	5	Software Update License & Support	$1,464.10
22	19444976	JD Edwards EnterpriseOne One View Reporting for Payroll - Application User Perpetual	10/01/2027	09/30/2028	5	Software Update License & Support	$1,522.65
23	19444976	JD Edwards EnterpriseOne One View Reporting Foundation - Application User Perpetual	10/01/2026	09/30/2027	11	Software Update License & Support	$3,220.91
24	19444976	JD Edwards EnterpriseOne One View Reporting Foundation - Application User Perpetual	10/01/2027	09/30/2028	11	Software Update License & Support	$3,349.72
25	19444976	JD Edwards EnterpriseOne One View Reporting for Project Costing - Application User Perpetual	10/01/2026	09/30/2027	5	Software Update License & Support	$1,464.10
26	19444976	JD Edwards EnterpriseOne One View Reporting for Project Costing - Application User Perpetual	10/01/2027	09/30/2028	5	Software Update License & Support	$1,522.65
27	19444976	JD Edwards EnterpriseOne One View Reporting for Inventory Management - Application User Perpetu	10/01/2026	09/30/2027	5	Software Update License & Support	$1,464.10

Line Item	CSI	Oracle Product Description/License Type	Start Date	End Date	Quantity	Support Type	Extended Price
28	19444976	JD Edwards EnterpriseOne One View Reporting for Inventory Management - Application User Perpetu	10/01/2027	09/30/2028	5	Software Update License & Support	$1,522.65
29	19444976	JD Edwards EnterpriseOne One View Reporting for Financials - Application User Perpetual	10/01/2026	09/30/2027	5	Software Update License & Support	$1,464.10
30	19444976	JD Edwards EnterpriseOne One View Reporting for Financials - Application User Perpetual	10/01/2027	09/30/2028	5	Software Update License & Support	$1,522.65
31	19444976	JD Edwards EnterpriseOne One View Reporting for Human Resources - Application User Perpetual	10/01/2026	09/30/2027	6	Software Update License & Support	$1,756.74
32	19444976	JD Edwards EnterpriseOne One View Reporting for Human Resources - Application User Perpetual	10/01/2027	09/30/2028	6	Software Update License & Support	$1,831.25
						SULS Subtotal	**$449,523.77**
						Quote Total:	**$449,523.77**

Option Year #1 (10/01/2028-09/30/2029): $238,531.50

This quotation contains data that shall not be disclosed outside of City of Lubbock, TX and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose without the express written consent of Mythics, LLC. unless otherwise required by law

This quotation is an estimate and is an invitation for you to offer to purchase support services from Mythics subject to the terms and conditions herein. Your order is subject to Mythics` acceptance.

- You agree that Mythics has the right to cancel your support due to non-payment.
- By confirming, referencing or placing an order based on this quote, you are agreeing that the support being purchased is for electronic delivery only and there is no transfer of tangible property. Media is available for download at no additional cost at http://edelivery.oracle.com/
- Support services are provided under Oracle`s then current technical support policies located at https://www.oracle.com/support/policies.html and the valid end user agreement set forth in the contract referenced at the top of this quote
- Applicable State taxes will be added unless an exemption is provided.
- Orders are non-cancellable.
- Payment terms are Annually In Advance/Net 30
- Option year pricing is subject to change based on Oracle pricing adjustments/surcharges.

RIGHTS IN DATA: Oracle programs, including the operating system, integrated software, any programs installed on hardware and/or documentation, delivered in accordance with the terms and conditions of the contract are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to the End User Agreement, and then, to the extent applicable. the additional rights set forth in FAR 52.227-19,Commercial Computer Software (DEC 2007) wherein for the purposes of the contract "Government" shall mean the ordering activity. Issuance of an order off this quote signifies buyer agreement that no additional FAR clauses pertaining to Rights in Data apply.

WARRANTY: The warranty for the products you are purchasing is outlined in the End User Agreement that is referenced on this quote. Additional warranties are not accepted and considered to be null and void.

SECURITY/PRIVACY: No Oracle Authorized Reseller can agree to accept security or privacy clauses without the express written approval of Oracle; most public sector (State or Locality) specific clauses pertaining to security or privacy do not apply to Commercial Off The Shelf (COTS) or commercial items. End users will not transmit PII or PHI to Contractor or Oracle during the performance/delivery or use of the line items quoted herein. Customer Ordering Activity would need to execute a BAA directly with Oracle in the event PHI is transmitted or accessed. A valid PO will not contain public sector, State or Locality specific clauses pertaining to security and privacy or will otherwise state on the PO those clauses do not apply.

This is not an exhaustive list, and additional terms may be identified for removal or non-application

Oracle Products and Services

Region 4 Education Service Center

Contract Number: R240202

Initial Term

December 31, 2024 – December 30, 2027

Renewal Options

Option to renew for two (2) additional one-year periods through December 31, 2029

Contract Documents

Download All Documents

Executive Summary & Overview (3) | Master Agreement Documents

Executive Summary & Overview

Executive Summary	View	Download
Pricing	View	Download
Due Diligence	View	Download

AI# 14575
Regular City Council Meeting **5. 28.**
09/22/2026:

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Contract 19800 with Scott's Complete Car Care for a secondary contract to provide maintenance and repair of the City's Light & Medium Duty Vehicles.

Item Summary

An Invitation to Bid (ITB) was issued to request bids from secondary vendors, who could provide maintenance and repairs for the City's light-duty vehicles and equipment, to ensure that adequate coverage is provided for the City.

In response to ITB 2026-19800, three (3) vendors submitted the following bids.

Vendor	Amount
Williams Brake N Tire LLC, Lubbock, Texas	$703.50
Group 1 Ford of Hub City, Lubbock, Texas	$970.00
Scott's Complete Car Care, Lubbock, Texas	$1,325.00

Williams Brake Tune and Tire and Group 1, were previously awarded primary contracts in July 2026. Both of their bids for secondary contracts had identical pricing to the original bids for their primary contracts.
Fleet Staff recommends awarding a secondary contract to Scott's Complete Car Care.

Awarding an additional contract will provide the fleet with an alternative service provider, helping minimize vehicle downtime and ensure services and repairs are completed in a timely manner.

The contract will be for a term of one year with 4, one-year extensions, with the date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

Fiscal Impact

Fleet Services estimates the total annual cost of light and medium-duty vehicle maintenance and repairs to be $1.5 million annually, which will be funded in the Fleet Vehicle Maintenance Account, and charged to each City Department requiring the repairs.

Staff/Board Recommending

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

Attachments

Resolution
Contract 19800
Bid Tabulation
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 19800 with Greater Automotive Services, Inc., dba Scott's Complete Car Care, and the City of Lubbock, as a Secondary Contract for Maintenance and Repair of Light Duty Vehicles, as per ITB 26-19800-SR, 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:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Blansett
_____
Rachael Blansett, Assistant City Attorney

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City of Lubbock
Service Contract (Secondary)
Maintenance and Repair of Light Duty Vehicles

This Service Contract No. 19800 ("Contract"), is entered into this ____ day of_____, 2026 ("Effective Date"), by and between the City of Lubbock ("City"), a Texas home rule municipality, and Greater Automotive Services, Inc., dba Scott's Complete Car Care ("Contractor"), a Texas Corporation acting by and through its duly authorized representative. City and Contractor may be each individually referred to herein as a "party" and collectively as the "parties."

WHEREAS, the City of Lubbock duly advertised ITB 26-19800-SR for bids for a Secondary Contract for Maintenance and Repair of Light Duty Vehicles and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by the Contractor, the City authorized the execution of a contract in the name of the City of Lubbock with Contractor for a Secondary Contract for Maintenance and Repair of Light Duty Vehicles.

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

City and Contractor acknowledge the Agreement documents shall include the following:

1. This Contract
2. Exhibit A – City's Specifications ITB No. 26-19800-SR
3. Exhibit B – Contractor's Bid
4. Exhibit C – Insurance Requirements

Exhibits A, B, and C, which are attached hereto and incorporated herein, are made a part of this Contract for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B, or C and the terms and conditions set forth in the body of this Contract, the terms and conditions of this Contract shall control. The City and Contractor agree that any conflict in terms not resolved by the order of precedence set forth herein shall be resolved at the City's discretion.

Scope of Services

Contractor shall perform the services to be performed hereunder as more specifically described within Exhibit A – City's Specifications ITB No. 26-19800-SR, on an as-needed basis. The City does not guarantee any specific amount of compensation, volume, or minimum number of services ordered under this Contract. City will not be liable for any additional expenses of Contractor not specified by the Contract, unless City first approves such expenses in writing.

1. This Contract shall be for an initial term of one (1) year, with the option of four (4), one (1) year extensions, with said date of the initial term beginning upon the Effective Date. This Contract will renew automatically for the additional terms, unless either party gives thirty (30) days prior written notice to terminate the Contract. City or Contractor may terminate this Contract at any time and for any reason upon providing the other party with thirty (30) days written notice of

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termination.

2. Contractor agrees to maintain the required insurance coverage during the term of this Contract, including any extensions. Contractor further agrees to ensure that valid insurance is on file with the City's Purchasing and Contract Management Department as required by this Contract or the Contract may be terminated for non-compliance.

3. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

   B) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

4. This Contract shall remain in effect until the first of the following occurs: the expiration date or termination by either party with a thirty (30) day written notice. The City reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the City.

5. Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to supplying any goods or performing any services pursuant to this Contract. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

7. The City reserves the right to exercise any right or remedy afforded 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.

8. This Contract is subject to all present and future laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas, and any other regulatory body having jurisdiction. This Contract shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Contract shall be in a court of competent jurisdiction in Lubbock County, Texas, exclusively.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.

12. Contractor acknowledges by supplying any goods or services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

13. No amendment or modification of the terms of this Contract shall be binding upon the parties unless reduced to writing and signed by both parties.

14. The requirements of Subchapter J, Chapter 552 of the Texas Government Code may apply to this Contract and Contractor agrees that this Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

15. State Law Contract Requirements:

    (i) Pursuant to Section 2271.002 of the Texas Government Code, Contractor 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 this Contract;

    (ii) Pursuant to Section 2252.152 of the Texas Government Code, Contractor certifies that it is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051, or Section 2252.153;

    (iii) Pursuant to Section 2274.002 of the Texas Government Code, Contractor certifies that it

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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 that the verification required by this section does not apply to the Contract; and

(iv) Pursuant to Section 2276.002 of the Texas Government Code, Contractor certifies that it does not, and will not for the duration of the Contract, boycott energy companies or that the verification required by this section does not apply to the Contract.

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

17. The Contractor shall indemnify and save harmless the City of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this Contract and/or the use or occupation of city-owned property. The indemnity obligation provided herein shall survive the expiration or termination of this Contract.

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

CITY OF LUBBOCK

Mark W. McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Signed by: Dominic Esperat 5AE4E20DE80D449...

Dominic Esperat
Director of Fleet Operations

APPROVED AS TO FORM:

Signed by: Rachael Blansett F333E6969DC0452...

Rachael Blansett
Assistant City Attorney

CONTRACTOR

DocuSigned by: SCOTT EGERT F5ECD01D83274F0...

BY: _____
Authorized Representative

Scott Egert
Print Name

2506 34th street
Address

Lubbock, Texas 79410
City, State, Zip Code

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SCOPE AND INTENT

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City of Lubbock, TX
ITB 26-19800-SR
Secondary Contract for Maintenance and Repair on Light Duty Vehicles

SPECIFICATIONS

Section 1 Overview

1-Summary

The City of Lubbock is seeking bids for a secondary contract to provide preventative maintenance and repair services for light- and medium-duty vehicles. This solicitation is for a one-year (1) contract with four (4) additional one-year extension options. The intent of this Invitation for Bid (ITB) is to solicit qualified vendors to enter into a supplemental contract with the City of Lubbock (hereinafter referred to as "the City").

This solicitation is intended for vendors who are *not* currently awarded under the primary Light-Duty Vehicle Maintenance & Repair contract. Vendors holding the primary award should not submit a bid for this secondary contract.

To ensure adequate coverage across multiple locations within and outside the Lubbock city limits, the City may award contracts to multiple vendors if it is determined to be in the City's best interest. Worksite locations include, but are not limited to, Muleshoe, Wilson, and Lake Alan Henry.

Section 2 – Scope of Work

2.1 Definitions

OEM – Original Equipment Manufacturer

Refers to parts, components, or specifications produced by the vehicle's original manufacturer.

V# – Vehicle Number

The City's internal identification number assigned to each fleet unit.

ITB – Invitation to Bid

The formal solicitation document issued by the City of Lubbock to obtain competitive bids.

2.2 Service Description

The awarded vendor shall furnish and supply all insurance, labor, personnel, service, supervision, administration, documentation, reports, management, equipment, tools and materials necessary to provide preventative maintenance and repairs services. All services shall be provided on an "as needed/ requested basis" to the City. The City does not guarantee any quantities and services to be purchased under this contract.

In addition to the General Requirements, the Scope of Services shall include, but not be limited to the following:

- Air Conditioning, Heating & Ventilation System

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- Axels
- Brakes, Hubs & Bearings
- Steering
- Suspension
- Drive Shafts
- Charging Systems
- Ignition Systems
- Light and Electrical
- Engines
- Exhaust Systems
- Fuel Systems
- PTO
- Buckets/Booms
- Def Systems

Repair of other specialized fleet equipment not listed in this section may also be requested as needed. All offers must be open to inspection of location prior to and during contract period by the City of Lubbock. The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned or maintained vehicles or equipment.

In addition to, the Scope of Services shall **NOT** include services for the following:

- PM Services
- Tire Repairs/Replacements
    - Mounting/Balancing
- Transmission Replacements
- Body Work

The City of Lubbock reserves the right to award multiple bids as deemed necessary by the City. The Contractor agrees that the City has made no representation, guaranty, or commitment that the City will purchase any minimum quantity of products under this Contract. The Contractor further agrees that any inventories, residual or otherwise, which the Contractor may establish or which may otherwise arise from the Contractor's performance under this Contract, shall be at the sole risk and responsibility of the Contractor.

2.3 Category 1-Passenger Cars
Vehicle Class 1: Sedans

2.4 Category 2-SUV's
Vehicle Class 1-2: Mid-Sized and Full-Sized SUV's

2.5 Category 3-Vans
Vehicle Class 1-2: Mid-Sized and Full-Sized Vans

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2.6 Category 4-Pick-Ups
Vehicle Class 1-2: 1/2 ton, 3/4 ton and 1-ton pickups, including dual rear wheels

2.7 Category 5-Medium Duty
Vehicle Class 2-5: ¾-1-ton trucks, bucket trucks, dually, diesel

2.8 Category 6-Additional Requirements
5 References
Questionnaire

Section 3: Operations

3.1 Hours of Operations
Business hours must be available between 8:00AM and 5:00PM Monday through Friday. Excluding City Holidays. Company must provide secure shelter for City vehicles.

3.2 Approval Procedures
Estimates must be submitted to Fleet Services within 24-hour period of request. All estimates shall be at no charge to the City. A Fleet Representative is responsible for all repair approvals and cost evaluations.

Approval for maintenance and repairs on all vehicles shall be as follows:

Repairs up to $1,000 shall be verbally approved by an authorized Fleet Services designee. Repairs from $1,000 to $5,000 must have written approval from an authorized Fleet Services designee. Repairs over $5,000 must have written approval from an authorized Fleet Services designated representative and Director of Fleet Services.

No work shall be approved or submitted by any other City Department Representative unless stated otherwise. <u>All estimates must include an estimated time of completion.</u>

3.2.1 Work Orders
All services and parts orders must be authorized with a City of Lubbock Fleet Representative. A valid 7-digit work order number will be issued out by a City of Lubbock Fleet Representative and is required for any city employee to obtain service. (“The Company”) agrees to prohibit work without a corresponding, pre-approved work order number. It is the responsibility of the city employee to present the work order at the time of service or service scheduled date.

If any repairs are completed without proper authorization, the company will not be reimbursed for any services, repairs, maintenance, parts, or supplies.

3.3 Labor Guide
Vendor is required to provide the name of the current Labor Guide software and version used to provide repair costs with the Bid Form. The City of Lubbock reserves the right to audit the labor hours charged to each job and all overcharges will be brought to the attention of the company. The company shall issue a credit for the overcharge amount within 5 business days and the credit shall reference the City of Lubbock's vehicle identification number and work order number. If

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the program is proprietary, Vendor shall grant access to the City of Lubbock's Fleet Services Department for audit purposes.

3.4 Repeat Repairs
All repairs shall be warranted for a period of 12 months.

The company will be responsible for correcting all previous repairs performed by the company that were incorrectly repaired or the repair failed to correct the reported deficiency. The company will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, the company shall open a new vendor work order. The new vendor work order must indicate on the work order "repeat" or "return" work. Copies of the original City and vendor work orders and any applicable invoices shall be attached to the new work order.

3.5 Pick-up and Drop-off Service
The company's bid may include, but is not required, a separate price for pick-up, and on-site repairs of City vehicles. The company must indicate on the Bid Form the additional charge per mile, if any, for this pick -up and drop-off service and base price for on-site repairs. The City reserves the right to use this service as needed. Vehicles must be picked up by City personnel or delivered to a City location within 24 hours after the vehicle has been repaired. The company may not utilize a 3rd party service for pick-up and drop-offs.

3.5.1 Vehicle Pick-Up
The Company is responsible for any damage to the vehicle or equipment while in the Company's control. The Company must obtain the proper insurance requirements and minimum amounts for towing services for pick-up services.

The company must indicate on the Bid Form the additional charge per mile, if any, for this pick-up and on-site services.

3.6 Priority Repairs
Emergency first responders, which include Lubbock Police Department and Lubbock Fire Rescue, must be given priority on any services required.

3.7 Parts and Supplies
The Company must use their own OEM approved parts and/or supplies in completing all repairs. The City is not obligated to supply parts or supplies to the Company. All furnished parts must be OEM, OEM equivalent new, or OEM equivalent re-cycled parts. The Company's invoice must include charges for all parts, supplies, and services used in making repairs. The Company must return all parts that were removed and replaced during the repair of the vehicle or equipment upon completion of the repair(s) and the parts must accompany the vehicle or equipment. The Company is responsible for all core returns and credits.

The City, at its option, may elect to provide required repair parts to Contractor. In such case, Contractor shall not be required to warranty the City’s provided parts or labor required for rework due to failure of the City’s provided parts.

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3.8 Invoicing and Payment
To ensure timely and accurate processing, all invoices submitted for services must include the following information:

- 8 Digit V#
- 7 Digit Work Order Number authorized by Fleet
- Vehicle Mileage
- Time of Service
- Vehicle license plate number
- Vehicle VIN or Serial Number

Important: Only one complete service per work order number is allowed on a single invoice. We will not accept multiple work orders listed on a single invoice. Only one work order is valid for each invoice. A duplicate work order will not be used as an accepted form of Fleet authorization for repairs. Failure to follow this procedure may result in non-compliance and invoice payment for services or parts may be revoked or delayed.

Invoices must be itemized to include:

- Labor hours and hourly rate as stated on the bid table
- Supplies
- Parts list
- Freight charges (if applicable)

Incomplete or incorrect invoices may result in delayed payment or rejection of the invoice. Invoices must be submitted **within 5 business days of service completion** by email PDF. The PDF file must be named the invoice number. All emailed invoices must be submitted to FleetBilling@mylubbock.us.

All payments will be made in accordance with the City's standard payment terms and procedures. Duplicate invoices will not be accepted. To avoid duplicate payments and credits, please email a monthly statement to accountspayable@mylubbock.us.

3.9 City Premises
Any employee of the Company or any employee of a sub-contractor vendor must have employee identification with a badge or company uniform when on the City of Lubbock's premises. The Company must keep current Workers Compensation Insurance.

3.10 Weekly Vehicle Inventory Report
The Company must provide a weekly report to Fleet Services detailing the number and type of City vehicles currently in the Company's possession, including vehicle ID numbers (V#) and any notes regarding ongoing repairs. This report must be submitted electronically by the end of each business week.

3.11 Compliance
The Contractor shall comply with all terms, conditions and requirements of this Contract, as well as all applicable federal, state and local laws and regulations. Failure to meet performance

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standards, including but not limited to repeated invoice errors, incorrect labor rates, untimely repairs, use of unauthorized parts, or failure to obtain proper approvals, shall constitute non-compliance. In the event of non-compliance, the City will provide written notice to the Contractor specifying deficiencies and a responsible period to correct them.

Section 4: Bidding

Bids will be awarded by category of vehicles and equipment. Bidders are responsible for submitting all relevant, factual and correct information with their bid. If additional sheets are attached to the bid submittal package, the company shall clearly cross-reference the appropriate location in the bid solicitation (i.e. page number, paragraph, subject, etc.)

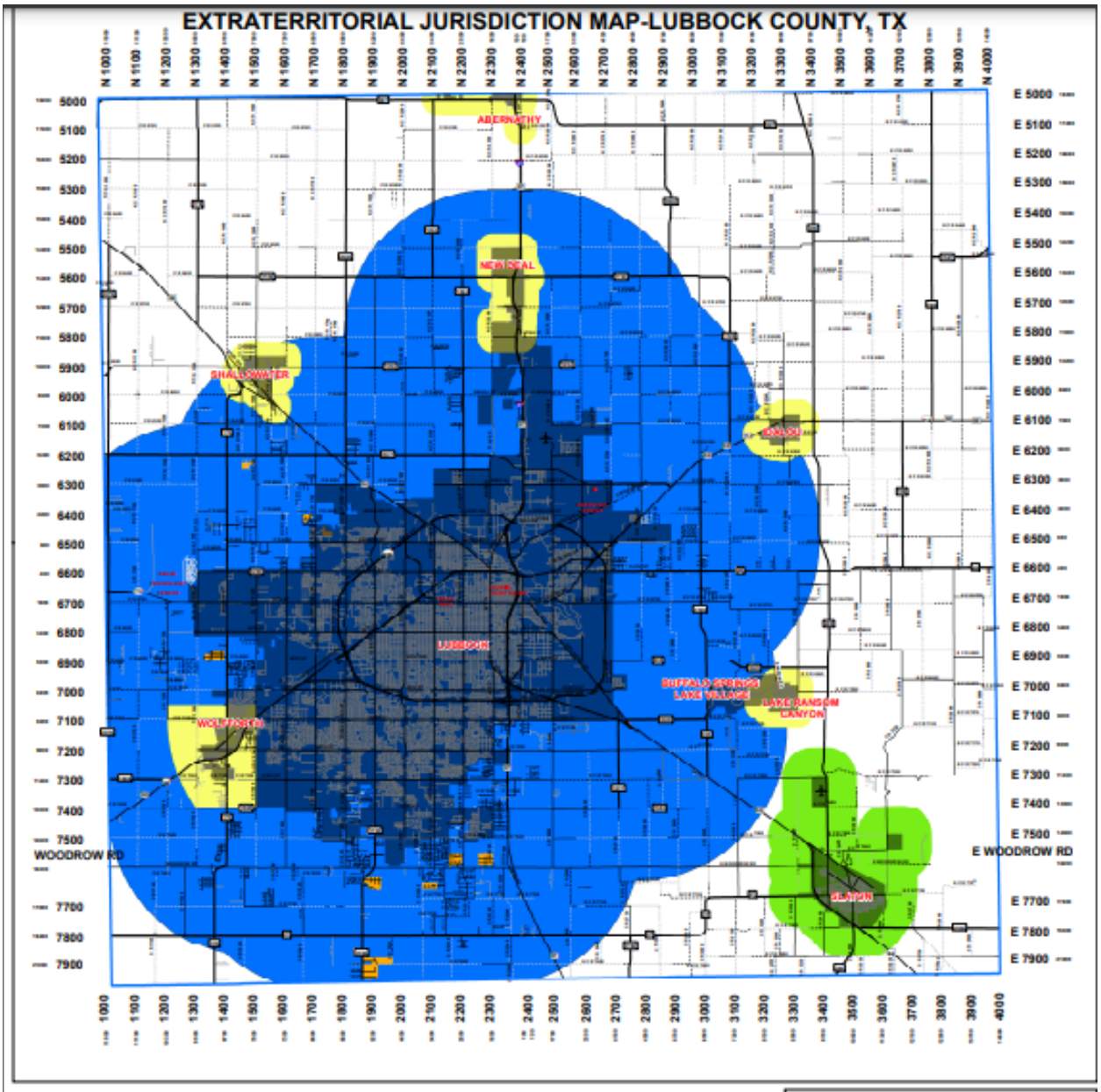
4.1 Questionnaire

A separate response additional to the bid table is required for all entries to ensure the quality level of work.

4.2 References

Vendor shall include with the bid a minimum of five (5) commercial customer references to substantiate the qualifications and experience requirements for services completed within the past twenty-four (24) months.

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Exhibit B

City of Lubbock
ITB 26-19800-SR
Secondary Contract for Maintenance and Repair of Light Duty Vehicles
Bid Form

#	Items	Quantity (+/-)	UOM	Scott's Complete Car Care	
			Location Total Cost	Lubbock, TX $1,325.00	
				Unit Cost	Extended Cost
1					
#1-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications	1	Hourly	85.00	85.00
#1-2	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	50.00	50.00
#1-3	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid	No Bid
#1-4	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	95.00	95.00
#1-5	Service Call Fee - Per Specifications.	1	Per Call	85.00	85.00
#1-6	Mileage Fee - Per Specifications.	1	Per Mile	No Bid	No Bid
2					
#2-1	Labor Rate Per Hour (Billed in Increments of ull, half, and 1/4 hours) " - Per Specifications.	1	Hourly	85.00	85.00
#2-2	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	50.00	0.00
#2-3	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid	No Bid
#2-4	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	95.00	95.00
#2-5	Service Call Fee - Per Specifications.	1	Per Call	85.00	85.00
#2-6	Mileage Fee - Per Specifications.	1	Per Mile	No Bid	No Bid
3					
#3-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications	1	Hourly	85.00	85.00
#3-2	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	50.00	50.00
#3-3	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid	No Bid
#3-4	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	95.00	95.00
#3-5	Service Call Fee - Per Specifications.	1	Per Call	85.00	85.00
#3-6	Mileage Fee - Per Specifications.	1	Per Mile	No Bid	No Bid
4					
#4-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications	1	Hourly	85.00	85.00
#4-2	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	50.00	50.00
#4-3	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid	No Bid
#4-4	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	95.00	95.00
#4-5	Service Call Fee - Per Specifications.	1	Per Call	85.00	85.00
#4-6	Mileage Fee - Per Specifications.	1	Per Mile	No Bid	No Bid
5					
#5-1	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4 Hours) - Per Specifications	1	Hourly	85.00	85.00
#5-2	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	50.00	0.00
#5-3	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	No Bid	No Bid
#5-4	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	95.00	95.00
#5-5	Service Call Fee - Per Specifications.	1	Per Call	85.00	85.00
#5-6	Mileage Fee - Per Specifications.	1	Per Mile	No Bid	No Bid

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City of Lubbock, TX

Purchasing and Contract Management
Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or- none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net _____calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ✓ NO _____

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- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with, or making sub-awards under covered transactions to, parties that are suspended or debarred, or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services of $25,000 or more, as well as all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more, and all sub-recipients, must certify that their organization and its principals are not suspended or debarred by any Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by any Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the company or business named above, being an adult over the age of eighteen (18), hereby certifies, pursuant to Texas Government Code Chapter 2252, Section 2252.152, that the company is not listed on the website of the Texas Comptroller of Public Accounts as a company identified under Section 806.051, Section 807.051, or Section 2252.153.

The undersigned further certifies that, should the above-named company enter into a contract and subsequently be listed on the Texas Comptroller's website as a company that does business with Iran, Sudan, or any Foreign Terrorist Organization, the company will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:

1. The Company does not boycott Israel; and
2. The Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

1. **"Boycott Israel"** means refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. This term does not include actions made for ordinary business purposes.
2. **"Company"** means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary,

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majority-owned subsidiary, parent company, or affiliate of such entities or business associations, that exists to make a profit.

This certification is required from a Company if it has 10 or more full-time employees and the contract for goods or services (including contracts formed through purchase orders) has a value of $100,000 or more and is to be paid wholly or partly from public funds of the governmental entity.

TEXAS GOVERNMENT CODE 2274

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this contract.

If the Contractor is a company with 10 or more full-time employees and this Agreement has a value of at least $100,000, the 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 Agreement.

Contractor further 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 this contract.

If the Contractor is a company with 10 or more full-time employees and this Agreement has a value of at least $100,000, the Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies and will not boycott energy companies during the term of the Agreement. This verification is not required if the governmental entity determines that these requirements are inconsistent with the entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations.

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as information as indicated, may results in disqualification by reason of "non-responsiveness".

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, and all documents associated with the invitation to bid, and being familiar with the conditions to be met, acknowledges review of the following requirements:

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

VENDOR RISK ASSESSMENT QUESTIONS

- Have you experienced any cybersecurity issues? Yes ___ No ✓
- Do you have a formal Business Continuity Plan? Yes ___ No ✓
- Do you capture any personally identifiable information in your dealings with the City? Yes ___ No ✓

If yes to any of the above questions, please submit **supporting documentation describing your policies, procedures, controls, and mitigation measures** so the City can complete its vendor risk assessment

M/WBE Firm:					
	Woman		Black American		Native American

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Please complete the information below.

By _____ Date: 08/05/24
Authorized Representative - must sign by hand

Officer Name and Title: Scott Egert, owner

Business Telephone Number (806) 785-9882 FAX: (806) 785-2444

E-mail Address: Scottscompletecarcare@yahoo.com

CONTRACT SIGNATORY INFORMATION

The Contractor shall provide information for one of its employees to function in the role of the contract signatory. This person shall be an individual authorized to bind the organization.

A copy of the proposed agreement will be sent to this individual for review and signature in order to bind the contractor into an agreement with the city.

Contact for Clarifications/Inquiries in Regard Solicitation	
Name and Title:	mark Jenkins, manager
Mailing Address:	2506 34th Street
City, State, Zip:	Lubbock, Tx 79410
Telephone No:	(806) 785-9882
E-Mail Address:	deceptionFordchevy@yahoo.com

Contract Signatory Information	
Name and Title:	Scott Egert, owner
Mailing Address:	2506 34th Street
City, State, Zip:	Lubbock, Tx 79410
Telephone No:	(806) 785-9882
E-Mail -to route via DocuSign:	Scottscompletecarcare@yahoo.com

Docusign Envelope ID: B344FEBE-7BEE-8083-8349-1AF56FFD707B

Exhibit C

INSURANCE REQUIREMENTS

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

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

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

Liability Insurance	
Commercial General Liability (To include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).)	$1,000,000 per Occurrence / $2,000,000 Aggregate **Additional Insured required* **Waiver of Subrogation required*
Automobile Liability Insurance	
Automobile Liability (Any auto, including hired, and non-owned autos)	$1,000,000 Combined Single Limit **Additional Insured required* **Waiver of Subrogation required*
Workers' Compensation Insurance	
Workers' Compensation Employer's Liability	Statutory Limit $1,000,000 per Occurrence $1,000,000 Disease – Each Employee $1,000,000 Disease – Policy Limit **Waiver of Subrogation required*
Carrier Cargo Liability	$200,000
Garage Keepers Legal Liability **Care/Custody/Control**	$1,000,000 per location
Garage Liability	$2,000,000 Combined Single Limit

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
* Waivers of Subrogation are required for CGL, AL, and WC.
* To Include Products of Completed Operations endorsement.
* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.*
* Carriers must meet a A.M. Best rating of A- or better.
*Subcontractors must carry the same limits listed above.

City of Lubbock
ITB 26-19800-SR
Secondary Contract for Maintenance and Repair of Light Duty Vehicles
Bid Tabulation

#	Items	Quantity (+/-)	UOM	Group 1 Ford of Hub City	Williams Brake Tune and Tire LLC.	Scott's Complete Car Care
	Location			Lubbock, TX	Lubbock, TX	Lubbock, TX
	Total Cost			$970.00	$703.50	$1,325.00
				Unit Cost	Unit Cost	Unit Cost
1						
#1-	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4	1	Hourly	100.00	125.00	85.00
#1-	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	10.00	0.25	50.00
#1-	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	0.00	15.00	No Bid
#1-	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	80.00	No Bid	95.00
#1-	Service Call Fee - Per Specifications.	1	Per Call	0.00	No Bid	85.00
#1-	Mileage Fee - Per Specifications.	1	Per Mile	0.00	0.70	No Bid
2						
#2-	Labor Rate Per Hour (Billed in Increments of ull, half, and 1/4 h	1	Hourly	100.00	125.00	85.00
#2-	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	10.00	0.25	50.00
#2-	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	0.00	15.00	No Bid
#2-	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	80.00	No Bid	95.00
#2-	Service Call Fee - Per Specifications.	1	Per Call	0.00	No Bid	85.00
#2-	Mileage Fee - Per Specifications.	1	Per Mile	0.00	0.70	No Bid
3						
#3-	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4	1	Hourly	100.00	125.00	85.00
#3-	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	10.00	0.25	50.00
#3-	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	0.00	15.00	No Bid
#3-	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	80.00	No Bid	95.00
#3-	Service Call Fee - Per Specifications.	1	Per Call	0.00	No Bid	85.00
#3-	Mileage Fee - Per Specifications.	1	Per Mile	0.00	0.70	No Bid
4						
#4-	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4	1	Hourly	135.00	125.00	85.00
#4-	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	10.00	0.25	50.00
#4-	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	0.00	15.00	No Bid
#4-	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	80.00	No Bid	95.00
#4-	Service Call Fee - Per Specifications.	1	Per Call	0.00	No Bid	85.00
#4-	Mileage Fee - Per Specifications.	1	Per Mile	0.00	0.70	No Bid
5						
#5-	Labor Rate Per Hour (Billed in Increments of Full, Half, and 1/4	1	Hourly	135.00	125.00	85.00
#5-	% Markup Above/ Below Parts - Per Specifications.	0	Percentage	10.00	0.25	50.00
#5-	Pickup and Delivery Round Trip Charge - Per Specifications.	1	Round Trip	0.00	15.00	No Bid
#5-	Roundtrip Tow Service Charge - Per Specifications.	1	Round Trip	80.00	No Bid	95.00
#5-	Service Call Fee - Per Specifications.	1	Per Call	0.00	No Bid	85.00
#5-	Mileage Fee - Per Specifications.	1	Per Mile	0.00	0.70	No Bid

Purchasing and Contract Management

Project Summary

ITB 26-19800-SR
Secondary Contract for Maintenance and Repair of Light Duty Vehicles

Notice was published in the Lubbock Avalanche Journal on August 5, 2026 & August 12, 2026.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire.com from August 5, 2026 to August 26, 2026.
0 individuals attended the pre-proposal/pre-bid meeting.
23 vendors downloaded the documents using Bonfire.com.
13 vendors were notified separately.
3 vendors submitted bid(s).

AI# 14606
Regular City Council Meeting 5. 29.
09/22/2026:

Information

Agenda Item

Resolution - Police Department: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between the Lubbock Police Department and South Plains College, regarding Law Enforcement Services.

Item Summary

The proposed Memorandum of Understanding (MOU) between the City of Lubbock and South Plains College (SPC) establishes a formal framework for cooperative law enforcement services and mutual assistance between the Lubbock Police Department and the South Plains College Police Department. The agreement is intended to enhance public safety and improve the efficiency and effectiveness of both agencies by allowing them, when requested and resources permit, to provide personnel, equipment, investigative assistance, and other law enforcement support, while preserving each agency's primary jurisdiction and command authority.

The City retains primary jurisdiction within its corporate limits, including authority over specialized police responses such as active-shooter, barricaded-subject, kidnapping, riot, and other significant incidents, while SPC retains primary jurisdiction over its Lubbock campus properties.

The MOU also establishes procedures for requesting assistance, dispatching calls, completing investigations, reimbursement of services when applicable, employee compensation and liability protections, and SPC's authorized use of City data and radio communication systems.

The agreement preserves the governmental immunity of both entities, automatically renews in one-year terms unless terminated upon 30 days' written notice, and provides the City and SPC with a clearly defined mechanism for coordinating law enforcement resources in the interest of protecting students, employees, residents, and the public.

Fiscal Impact

None

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution
Agreement (r) - South Plains College

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 for the Law Enforcement Services, by and between the City of Lubbock and South Plains College, providing additional law enforcement officers and equipment in furtherance of mutual cooperation and communication related to policing South Plains College property and interests within the corporate City limits, and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this resolution by reference 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:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.MOU – LPD-SPC
August 26, 2026

THE STATE OF TEXAS	§	
	§	Memorandum of Understanding For
	§	Law Enforcement Services by and between
	§	the City of Lubbock, and the South Plains
	§	College Junior College District
	§	
COUNTY OF LUBBOCK	§	

This Memorandum of Understanding ("MOU") is entered into on this _____ day of _____, 20_____, by and among the CITY OF LUBBOCK, a home-rule municipality (hereinafter referred to as "CITY") and SOUTH PLAINS COLLEGE (hereinafter referred to as "SPC") (collectively referred to as the "Part(ies)."

WITNESSETH:

WHEREAS, SPC is a junior college district maintaining and operating certain facilities within the CITY; and

WHEREAS, SPC has commissioned peace officers for security and law enforcement purposes; and

WHEREAS, the CITY and SPC each find that this undertaking is necessary for the benefit of the public and that each party has legal authority to provide the governmental functions, which are the subject matter of this MOU, and

WHEREAS, the CITY and SPC desire to improve the efficiency and effectiveness of their police departments by cooperating in the provision and performance of certain law enforcement services and use of equipment; and

WHEREAS, the CITY and SPC desire to specify the terms and conditions of an agreement pursuant to Chapter 791 of the Texas Government Code, through which this mutually beneficial relationship may be affected; and

WHEREAS, the CITY and SPC recognize and understand that the circumstances of an incident may necessitate that the requirements of this MOU be amended or revised to allow the law enforcement officers of each party to better address the unique demands of a specific situation and provide appropriate mutual aid and support to each other, under the circumstances; and

NOW THEREFORE IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above-named governmental entities agree as follows:

I. Definitions

The following terms shall have the following meanings when used in this MOU:

(a) "Peace officer" means a person elected, employed, or appointed as a peace officer under Article 2.12, Code of Criminal Procedure, or other law, and licensed by the Texas Commission on Law Enforcement;

(b) "Party" means a governmental entity which is a party to this MOU;

(c) "Chief law enforcement officer" means the chief of police of a municipality and the chief of police of South Plains College;

(d) "Chief administrative officer" means the city manager or senior administrator of South Plains College, as applicable;

(e) "Requesting governmental entity" or "requesting party" shall mean and refer to the contracting governmental entity that requests another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.

(f) "Responding governmental entity" or "responding party" shall mean and refer to the governmental entity that answers or responds to request of another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.

II. Purpose

The purpose of this MOU is to assist in providing additional law enforcement officers and equipment necessary to protect health, life, and property against violations of criminal law and breaches of the peace and investigations of such offenses occurring on South Plains College property within the corporate limits of Lubbock, Texas. The Parties recognize and acknowledge that mutual cooperation and communication are in the best interest of their constituents, employees, students, and the public, and the Parties therefore pledge to meet on a periodic basis to discuss the purpose of this MOU and to develop practices and procedures in keeping with this purpose.

III. Primary Jurisdiction and Concurrent Jurisdiction

A. the CITY shall retain primary jurisdiction over property owned by the CITY, and over property located within the CITY's corporate limits and not owned by any other Party.

B. SPC shall retain primary jurisdiction over property owned or under the control of the Board of Trustees, and located on the Lubbock campuses.

IV. Requests for Assistance and Response

A responding party may assign its law enforcement officers to perform law enforcement duties outside the responding party's Primary Jurisdiction, subject to the responding party's determination of availability of personnel and at the responding party's sole discretion as to participation, when:

A. requested by the chief law enforcement officer, or his designee, of a requesting party; and

B. the chief law enforcement officer, or his designee, of the responding party has determined, in his sole discretion, that the assignment is necessary to the providing of law enforcement services within the Primary Jurisdiction of the requesting party for the purposes set forth at paragraph II above.

The CITY reserves the right to retain the primary authority for its specialized police units, dispatched in response to incidents within the corporate limits of the City such as a missing child, sexual assault, kidnapping, armed barricaded subject, active shooter or sniper, riot, an incident involving fatalities, or any other incident within the city limits for which the CITY believes the use of its specialized police services is reasonable and necessary.

The ranking on-duty peace officer of each party present at the response location shall be deemed the authorizing official for that party.

Any request for aid under this MOU shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be finally determined by the responding party's chief law enforcement officer or his designee. Requests for aid shall be directed to the attention of the following named persons or officers of each respective party, or to such other persons or officers as a party may hereinafter designate:

A. City of Lubbock:
Request "Shift Commander," Lubbock Police Department, by dialing the Communications Center: 806-775-2811.

B. South Plains College:
Request "Chief of Police," South Plains College, by dialing 806-893-6206.

Law enforcement personnel of the responding party will be released by the requesting party when their services are no longer required as determined by the chief law enforcement officer, or his designee, of the requesting party. The chief law enforcement officer of the responding party, or his designee, in collaboration with the requesting party's chief law enforcement officer, may withdraw his personnel or equipment or discontinue participation in any activity initiated pursuant to this MOU, at any time. Such withdrawal should be made in such a way that it does not pose a threat to the safety or security of the location and/or situation.

V. Status of Responding Peace Officers and Command Authority

While any law enforcement officer regularly employed as such by a responding party is in the service of any requesting party, he shall at all times remain a peace officer of the responding party and shall be under the command of the responding party's chief law enforcement officer.

VI. Service of Arrest and Search Warrants

Whenever possible, a peace officer of a municipality should notify the police department of SPC before serving any arrest or search warrant on SPC property. A peace officer of SPC may accompany a peace officer of a municipality when the municipal peace officer is serving an arrest or search warrant on the property of SPC.

VII. Responsibility for Completing Investigation

The completion of any investigation upon termination of a response to request, or upon

withdrawal from an initiated response, will remain under the jurisdiction and authority of the party having primary jurisdiction, unless otherwise agreed to by the parties.

VIII. Dispatching Calls Between Police Departments

The dispatcher of a party receiving or dispatching a call relating to the provision made for law enforcement services by this MOU will:

A. Maintain a record of calls received, routed and dispatched to any other party to this MOU, which record shall be available to all parties upon request;

B. When referring an emergency caller to a party under this MOU, the dispatcher should advise the caller that the referral is being made and should remain on the line with the caller until a connection is made with the party referred to; and

C. When dispatching a unit to another party's primary jurisdiction, the dispatcher should attempt to notify the dispatcher of the department for the other party as soon as possible.

IX. Payments and Funding

Payments, if any, must be in an amount that fairly compensates the performing party for the services or functions performed under the contract. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

X. No Waiver of Reimbursement for Services

No party to this MOU waives the right granted by Section 362.003(c), Texas Local Government Code, to request reimbursement for services performed under this MOU. The governmental entity whose authorized official requested the services shall reimburse the governmental entity providing such services upon request, unless the responding entity had jurisdiction to perform the law enforcement services notwithstanding this MOU.

XI. Employee Compensation Unaffected

Any law enforcement officer or other person who is assigned, designated, or ordered by the chief law enforcement officer of the party which regularly employs him, or his designee, to perform police or peace officer duties pursuant to this MOU, shall receive the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, and workers' compensation benefits, the same as though the service had been rendered within the limits of the party where he is regularly employed. Moreover, all wages and disability payments, including equipment and clothing, medical expenses, expenses of travel, food, and lodging, shall be paid by the party which regularly employs such person in the same manner as though the service had been rendered within the limits of the party where the person is regularly employed.

XII. Civil Lawsuits and Retention of Benefits Related to Employee Status

In the event that any person performing law enforcement services pursuant to this MOU shall be

cited as a party to any state or federal civil lawsuit arising out of the performance of those services, he shall be entitled to the same benefits that he would be entitled to receive if such civil action has arisen out of the performance of his duties as a party of the department where he is regularly employed and in the jurisdiction of the party by which he is regularly employed. Nothing in this MOU is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this MOU.

XIII. Data and Communication Services

The CITY agrees to furnish SPC with data and communications services in accordance with the terms and conditions set forth in APPENDIX A to this Agreement.

XIV. Omitted

XV. Omitted

XVI. Non-Waiver of Immunity

It is expressly understood and agreed that, in the execution of this MOU, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims made by third parties and arising directly or indirectly out of the performance of this MOU. **THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XVII. Duration of MOU

This MOU shall be effective for a period beginning on the date first written above and shall thereafter automatically renew for one year terms running from October 1 until September 30 of each year unless terminated in accordance with the terms and conditions of this MOU.

XVIII. Termination

Any party to this MOU may terminate it, by giving the other parties thirty (30) days prior written notice of its intent to terminate the MOU, mailed by certified mail and addressed to the person or officer of each other party to this MOU designated herein for notice.

XIX. Performance of Services

Law enforcement services, and all other services reasonably related thereto, which are provided under this MOU shall be performed in accordance with the standard operating procedures, rules, regulations, and ordinances of the department by which each such peace officer or employee providing such services is employed, and in conformity with the requirements and mandates of laws of the State of Texas and the United States.

XX. Release and Indemnification

To the extent permitted by law, each Party to this MOU expressly waives all claims against every other Party to this MOU for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this MOU, and further shall, to the extent permitted by law,

indemnify each other Party for any liability arising out of the acts or omissions of its own employees and officers.

XXI. Waiver of Subrogation

The Parties hereby release each other, and their respective officers, agents, and employees, from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss, injury or damage caused by or resulting from risks insured against under any insurance policy maintained by the Parties.

XXII. Remedies

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this MOU may be waived without first obtaining consent of the Parties in writing. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this MOU.

XXIII. Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXIV. Applicable Law

This MOU is entered into subject to and is to be construed, governed and enforced under all applicable State of Texas and federal law.

XXV. Venue

The Parties to this MOU agree and covenant that this MOU will be enforceable in Lubbock County, Texas; and that if legal action is necessary to enforce this MOU exclusive venue will be in Lubbock County, Texas.

XXVI. Notice

Notice by any party to any other party hereto shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail, with proper postage attached addressed to the respective party as follows subject to change as the respective party may hereafter give notice to the other parties:

For the CITY:
Lubbock City Manager
P.O. Box 2000
Lubbock, Texas 79457-2000

With copies to:
Lubbock Chief of Police
P.O. Box 2000
Lubbock, Texas 79457-2000

For SPC:
South Plains College Chief of Police
1401 South College Avenue
Levelland, Texas 79336

XXVII. Public Information

This MOU is public information. To the extent, if any, that any provision of this MOU is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect. Each party agrees that it will notify the other party of any public information request which seeks disclosure of "law enforcement tactical information" and will assert a lawful objection or privilege to keep such information confidential.

XXVIII. No Joint Enterprise

This MOU does not, is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

XXIX. Entire Understanding

This MOU embodies the complete understanding of the parties hereto superseding all oral or written previous and contemporaneous agreements or understandings between the parties relating to matters herein; and, except as otherwise provided herein, must be modified in writing by the parties, unless the circumstances of a particular situation make such a written amendment impracticable, in which case, the ranking on-duty peace officer of each party present at the response location is authorized to deviate from this MOU as that officer, in his sole discretion, deems necessary and advisable.

XXX. Authorization

The undersigned officers and agents are properly authorized to execute this MOU on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first state above.

CITY OF LUBBOCK:

By: _____
MARK W. McBRAYER, Mayor

ATTEST:

By: _____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

By: _____
Seth Herman,
Chief of Police, Lubbock

APPROVED AS TO FORM:

By: _____
Mitchell Satterwhite,
First Assistant City Attorney

SOUTH PLAINS COLLEGE:

By: _____
Jonathan Sullivan, Chief of Police
South Plains College Police Department

APPROVED AS TO FORM:

By: _____

APPENDIX A

Data and Communication Services Appendix

This document outlines policies of the CITY and SPC for the mutual benefit of the agencies and the furtherance of necessary law enforcement functions; specifically, to ensure the safety of citizens, staff, students, and law enforcement personnel by providing for a common inter- and intra-agency data and communications platform. SPC agrees to abide by all federal, state, and local rules, as well as rules and regulations promulgated by the CITY pertaining to the use of the CITY's radio communications system which includes, but is not limited to, the following:

1. SPC is limited to using and shall be capable of transmitting only on channels assigned to SPC by the CITY. Each of these channels shall only be used for specific radio traffic as designated by CITY procedure and then only when necessary for conducting criminal investigations. All other communications with the CITY shall be by telephone or in person.

2. SPC will suspend use of CITY communications during operations not involving SPC or at any other time when deemed necessary by CITY.

3. Each radio used by SPC for communications shall be inspected by the City of Lubbock Radio Shop for a determination of the fitness and compatibility with the CITY communications system once each year or as deemed appropriate by CITY.

4. SPC will adhere to CITY radio procedures. Unless begun or authorized by CITY, no car-to-car radio communications by SPC is permitted. Should SPC need to communicate with a CITY mobile unit, SPC shall request CITY communications to notify the appropriate CITY unit. Should an SPC unit need CITY back-up, SPC will request a back-up from CITY communications, who will determine the appropriate number of units to respond.

5. SPC computer or manual records checks shall be limited to necessary criminal investigations. CITY will be the sole determiner of when requests become excessive.

6. Any notifications by CITY for incidents occurring at SPC will be by normal notification processes to SPC. It is not the responsibility of the CITY to notify SPC police department directly.

7. CCH requests by SPC shall be limited to criminal investigations. SPC shall adhere to CITY requirements regarding CCH requests.

8. SPC will turn in a copy of any served warrant to the police desk as a trailing document for its report.

9. SPC shall abide by any other procedures deemed appropriate by CITY.

AI# 14619
Regular City Council Meeting **5. 30.**
09/22/2026:

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Memorandum of Understanding in the form of a FY2027 Asset Forfeiture Sharing Agreement, and related documents, and as a participant in the High Intensity Drug Trafficking Area USDEATask Force Group (Lubbock) with the United States Drug Enforcement Administration, Lubbock Resident Office, for equitable sharing of forfeited assets under the United States Department of Justice Equitable Sharing Program, by and between the City of Lubbock and the United States of America, by and through the United States Drug Enforcement Administration.

Item Summary

Trafficking in narcotics and dangerous drugs in the Lubbock area has a substantial and detrimental effect on the health and general welfare of Lubbock Citizens. Participation with the United States Drug Enforcement Administration (DEA) as part of a task force helps combat the problem.

The Lubbock Police Department (LPD) participation in a Task Force with the U.S. DEA Lubbock Resident Office will include the following activities and duties:

a. Disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
b. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

The LPD will detail two (2) experienced officers to the Task Force for not less than two (2) years. These officers will be under direct supervision and control of DEA supervisory personnel assigned to the Task Force. DEA will assign five (5) Special Agents to the Task Force. DEA will provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

The Department of Justice (DOJ) will receive a minimum of 20% of awarded assets as result of Task Force investigations. Up to 80% of the remainder is subject to equitable sharing among the participating agencies based on the number of officers assigned to the DEA Task Force

Group (Lubbock) at the time of the seizure.

Upon approval, the term of the agreement runs through September 30, 2027.

Fiscal Impact

LPD will remain responsible for the salary and benefits, including overtime of the officers assigned to the Task Force. The DEA will, subject to availability of funds, reimburse the LPD for overtime payments made to its officers assigned to the Task Force, capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the rest of the United States, per officer.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution

Agreement

RESOLUTION

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

THAT the Mayor is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding in the form of a FY2027 Asset Forfeiture Sharing Agreement, and as a participant in the High Intensity Drug Trafficking Area (HIDTA) Task Force Group (Lubbock) with the U.S. DEA Lubbock Resident Office for equitable sharing of forfeited assets under the United States Department of Justice Equitable Sharing Program, by and between the City of Lubbock and the United States of America, by and through the United States Drug Enforcement Administration, and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

for Seth Herman

Seth Herman, Chief of Police

APPROVED AS TO FORM:

Matt Wade, City Attorney

ccdocs II/RES.MOU (DEA Asset Forfeiture Sharing Agreement) Resident Office
September 22, 2026

FY 2027 Asset Forfeiture Sharing Agreement
Lubbock Resident Office (Task Force Group)
Lubbock Police Department

The most current version of the joint DOJ and Treasury guidelines for equitable sharing for State, Local, and Tribal Law Enforcement Agencies, governs this Agreement. The State and Local Law Enforcement members (the "Participants"), of the Lubbock Resident Office ("Task Force"), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Lubbock County Sheriff's Office/Three (3) officers assigned to the Task Force
- Brownfield Police Department/One (1) officer assigned to the Task Force
- Lubbock Police Department/Two (2) officers assigned to the Task Force
- Texas Office of the Attorney General/One (1) officer assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies' investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is $500. Sharing is not automatically 80%. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-

MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.

Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the Lubbock Resident Office. This agreement shall be reviewed for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants).

_____ _____

Joseph B. Tucker
Special Agent in Charge
Dallas Field Division

Date

_____ _____

Mark McBrayer
Mayor
City of Lubbock

Date

AI# 14620
Regular City Council Meeting 5. 31.
09/22/2026:

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding in the form of an FY2027 Asset Forfeiture Sharing Agreement, and as a participant in the High Intensity Drug Trafficking Arca (HIDTA) Task Force Group (Lubbock), for equitable sharing of forfeited assets under the United States Department of Justice Equitable Sharing Program.

Item Summary

Trafficking in narcotics and dangerous drugs in the Lubbock area has a substantial and detrimental effect on the health and general welfare of Lubbock Citizens. Participation with the Lubbock High Intensity Drug Trafficking Area Task Force (HIDTA) under the purview of the United States Drug Enforcement Administration (DEA) helps combat the problem.
The Lubbock Police Department (LPD) participation in the Lubbock HIDTA will include the following activities and duties:

a. Disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
b. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

The LPD will detail three (4) experienced officers to the Task Force for not less than two (2) years. These officers will be under direct supervision and control of DEA supervisory personnel assigned to the Task Force. The Lubbock Sheriff's Office and Texas Department of Public Safety will also supply personnel to the HIDTA. DEA will assign four (4) Special Agents to the Task Force. DEA will provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

The Department of Justice (DOJ) will receive a minimum of 20% of awarded assets as result of Task Force investigations. Up to 80% of the remainder is subject to equitable sharing among the participating agencies based on the number of officers assigned to the Lubbock HIDTA at the time of the seizure.

Upon approval, the term of the agreement runs through September 30, 2027.

Fiscal Impact

LPD will remain responsible for the salary and benefits, including overtime of the officers assigned to the Task Force. The Lubbock HIDTA will, subject to availability of funds, reimburse the LPD for overtime payments made to its officers assigned to the Task Force, capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the rest of the United States, per officer.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution

Agreement

RESOLUTION

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

THAT the Mayor is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding in the form of an FY2027 Asset Forfeiture Sharing Agreement, and as a participant in the High Intensity Drug Trafficking Area (HIDTA) Task Force Group (Lubbock) for equitable sharing of forfeited assets under the United States Department of Justice Equitable Sharing Program, by and between the City of Lubbock and the United States of America, by and through the United States Drug Enforcement Administration, and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

for Seth Herman
Seth Herman, Chief of Police

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.MOU (DEA Asset Forfeiture Sharing Agreement)
August 18, 2026

FY 2027 Asset Forfeiture Sharing Agreement
HIDTA Task Force Group (Lubbock)
Lubbock Police Department

The most current version of the joint DOJ and Treasury guidelines for equitable sharing for State, Local, and Tribal Law Enforcement Agencies, governs this Agreement. The State and Local Law Enforcement members (the "Participants"), of the Lubbock Resident Office ("Task Force"), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Lubbock County Sheriff's Office/Five (5) officers assigned to the Task Force
- Texas Department of Public Safety/One (1) officer assigned to the Task Force
- Lubbock Police Department/Four (4) officers assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies' investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is $500. Sharing is not automatically 80%. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-

MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.

Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the Lubbock Resident Office. This agreement shall be reviewed for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants).

_____ _____

Joseph B. Tucker
Special Agent in Charge
Dallas Field Division

Date

_____ _____

Mark McBrayer
Mayor
City of Lubbock

Date

AI# 14621
Regular City Council Meeting 5. 32.
09/22/2026:

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute a cooperative agreement in the form of an FY2027-FY2031 State & Local Task Force Agreement, and related documents, concerning the investigation and disruption of the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873, by and between the City of Lubbock and the United States of America, by and through the United States Drug Enforcement Administration.

Item Summary

Trafficking in narcotics and dangerous drugs in the Lubbock area has a substantial and detrimental effect on the health and general welfare of Lubbock citizens. Participation with the Lubbock High Intensity Drug Trafficking Area Task Force (HIDTA) under the purview of the United States Drug Enforcement Administration (DEA) helps combat the problem.
The Lubbock Police Department (LPD) participation in the Lubbock HIDTA will include the following activities and duties:

- Disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
- Investigate, gather, and report intelligence data relating to trafficking in narcotics and dangerous drugs, controlled pharmaceuticals, and/or listed chemicals; and
- Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

The LPD will detail experienced officers to the Task Force for a period of not less than two (2) years, with the number of officers assigned not to exceed the positions allocated under the DEA Division's Table of Organization. The agreement provides for up to three (3) Task Force Officers under the DEA Program Funded arrangement and up to three (3) Task Force Officers under the HIDTA-funded arrangement. Assigned officers will be deputized as federal Task Force Officers, will serve under the direct supervision and control of DEA supervisory personnel, and must adhere to all DEA policies and procedures and complete all mandatory DEA training; failure to do so is grounds for dismissal from the Task Force. Where LPD policy or state law imposes a requirement not addressed by DEA policy, LPD will notify DEA in writing, and whether the assigned officer follows LPD policy in that instance is at DEA's discretion.

DEA will assign Special Agents (and Diversion Investigators, if applicable) to the Task Force.

Support is provided under two funding arrangements.
1) Under the DEA Program Funded arrangement, DEA - subject to the availability of appropriated funds - provides office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other investigative support items, and LPD agrees to provide and maintain a vehicle for each of its assigned officers.
2) Under the HlDTA-funded arrangement, and subject to the availability of funding and the budgeting decisions of the HIDTA Executive Board, the same categories of support are provided; vehicles may be furnished by LPD or by DEA through HIDTA-approved vehicle leases, and DEA may request that HIDTA fund the installation and removal of mobile radios and reimburse LPD for fuel, maintenance, and repair attributable to Task Force use. While on DEA business, assigned officers are subject to all federal rules governing the use of official government vehicles and home-to-work transportation.

Upon approval, the term of the agreement is effective through September 30, 2031, and may be terminated by either party upon thirty (30) days advance written notice.

Fiscal Impact

LPD will remain responsible for the salary and benefits, including overtime, of the officers assigned to the Task Force. The Lubbock HIDTA will, subject to the availability of funds, reimburse the LPD for overtime payments made to its officers assigned to the Task Force, capped at the equivalent of 25% of a GS-12, Step I, of the general pay scale for the rest of the United States, per officer.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution

Agreement

RESOLUTION

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

THAT the Mayor is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a cooperative agreement in the form of an FY2027-FY2031 State & Local Task Force Agreement, concerning the investigation and disruption of the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873, by and between the City of Lubbock and the United States of America, by and through the United States Drug Enforcement Administration, and related documents. Said Task Force Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Seth Herman, Chief of Police

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Task Force Agreement (DEA)
August 18, 2026

Drug Enforcement Administration
Dallas Division
Lubbock Resident Office
Lubbock Police Department
FY 2027-FY 2031 State & Local Task Force Agreement

This agreement is made this 1st day of October, 20 26, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Lubbock Police Department (hereinafter "parent agency"), ORI# TX1520200; Unique Entity Identifier (UEI#) LXDNEKWRVKJ6. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics, dangerous drugs, controlled-substance pharmaceuticals, and/or listed chemicals exists in the Lubbock area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Lubbock, the parties hereto agree to the following:

1. The Lubbock Resident Office (DEA Office) will perform the activities and duties described below:
   a. Disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
   b. Investigate, gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, trafficking of controlled pharmaceuticals and/or listed chemicals; and
   c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the DEA Office 's activities will result in effective prosecution before the courts of the United States and the State, Commonwealth, or Territory of Texas.
   d. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping," prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Lubbock area; if applicable.
2. To accomplish the objectives of the DEA Office, the parent agency agrees to detail experienced officer(s) to the DEA Office for a period of not less than

two years.[1] During this period of assignment, the parent agency officer(s) will be under the direct supervision of DEA supervisory personnel assigned to the DEA Office.

3. The parent agency officer(s) assigned to the DEA Office shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the DEA Office. Failure to complete mandatory DEA training within the required timeframe shall be grounds for dismissal from the DEA Office.

4. In instances where parent agency policy or state/local law imposes a requirement that is not addressed in DEA policy, the parent agency will promptly notify DEA and provide DEA with written copies of the applicable law and/or policy. Whether the parent agency officer will comply with parent agency policy in such instances will be at the discretion of DEA.

5. The parent agency officers assigned to the DEA Office shall be deputized as Task Force Officers pursuant to 21 U.S.C. § 878.

6. To accomplish the objectives of the DEA Office, DEA will assign Special Agent(s) and/or Diversion Investigator(s), if applicable, to the DEA Office. Other support to DEA office(s), including any overtime reimbursement, is funded on the basis of whether the group is DEA Program Funded, Fee Funded (SPEAR), or HIDTA Funded.

   a) **DEA Program Funded** - To accomplish the objectives of the DEA Office, DEA will assign DEA Special Agent(s) to the DEA Office and up to three (3) Task Force Officer(s). The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and parent agency officer(s) assigned to the DEA Office. This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items.

   b) **Synthetics Precursors Enforcement and Regulations (SPEAR) (Fee Funded)** - DEA will, subject to the availability of annual Diversion Control Fee Account (DCFA) funds, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agent(s) and up to 0 (0) Task Force Officer(s) assigned to the DEA Office. This support will include: vehicles; office space; office supplies; travel funds; funds

[1] The number of officers assigned cannot exceed the number of positions allocated by the Division's Table of Organization.

for the purchase of evidence and information; investigative equipment; training; and other investigative support items, as available DCFA funds permit. While on duty and acting on DEA's business, the parent agency officer(s) assigned shall be subject to all DEA and federal government rules, regulations and procedures governing the use of Official Government Vehicles (OGVs) and home to work transportation when authorized. Accidents involving vehicles while in use for DEA Office purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

c) **High Intensity Drug Trafficking Areas (HIDTA) (HIDTA Funded) -** Subject to the availability of funding, and HIDTA planning and budgeting guidance, HIDTA will provide funding to support the activities of Federal Special Agents, and up to three (3) Task Force Officer(s), and other specified employees (if any). This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board, as well as the availability of HIDTA funding (from whatever source).

Vehicles may be provided by the parent agency or furnished by DEA subject to the availability and approval of HIDTA funding for vehicle leases. DEA may request that HIDTA fund installation and removal of mobile radios in DEA Office vehicles and reimburse the parent agency for fuel, maintenance, and repair attributable to use of the vehicles for DEA Office purposes. Accidents involving vehicles while in use for DEA Office purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

While on duty and acting on DEA's business, the parent agency officer(s) assigned to the HIDTA group shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV and home to work transportation when authorized.

d) **DEA Provisional -** DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and up to 0 (0) Task Force Officer(s) assigned to the DEA Office. This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. DEA does not reimburse for Provisional TFO overtime, and vehicles must be provided by the parent agency. Although DEA does not normally reimburse for Provisional

TFO overtime, TFOs may be eligible to receive overtime from eligible funding sources, subject to the availability of funds.

7. During the period of assignment to the DEA Office, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the DEA Office, and for making all payments due to them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement, which shall be submitted monthly on a fiscal year basis, and which provides the name of each officer(s) who incurred overtime in support of DEA investigations during invoiced period to include the number of overtime hours incurred, the hourly regular and overtime rates in effect for each officer, and the total cost for the invoiced period. If HIDTA funded, HIDTA will, subject to availability of annually appropriated funds, reimburse the parent agency for overtime payments incurred by its Task Force Officers. Each invoice submitted must include an **invoice number** and **invoice date**. The parent agency will bill overtime as it is performed, and no later than **30 days** after the end of each month in which the overtime is performed. The parent agency will submit invoices to Dallas (DEA Division) process coordinator email box (Process Coordinator-Dallas Division). ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses including taxes."***

8. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

9. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

10. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

11. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal employees deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (2 8 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the DEA group may concurrently or separately be covered for the purposes of liability by their employer.

12. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

13. The Parent Agency's signature to this agreement certifies the Parent Agency's compliance with the certifications required under 2 C.F.R. Part 2867 (Nonprocurement Debarment and Suspension); 28 C.F.R. Part 69 (New Restrictions on Lobbying); and 28 C.F.R. Part 83 (Government-Wide Requirements for Drug-Free Workplace). DEA awards Federal funds under this cooperative agreement in reliance upon the Parent Agency's certification of compliance with these requirements. The Parent Agency has accordingly reviewed these regulations.

14. When issuing statements, press releases requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money; and (2) the dollar amount of federal funds for the program or project.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2031. This agreement may be terminated by either party on thirty (30) days' advance written notice. DEA's support to the DEA Office _____, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 30 days of the end of the fiscal year or within 30 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

	Dallas
Special Agent in Charge	Division
Joseph B. Tucker	
Printed Name	Date

For the Parent Agency:

Agency Head	Date
Mark McBrayer, Mayor	
Printed Name and Title	

[END OF DOCUMENT]

AI# 14603
Regular City Council Meeting **5. 33.**
09/22/2026:

Information

Agenda Item

Ordinance 1st Reading - City Secretary: Consider an ordinance amending Chapter 2, Section 2.03.491 of the Code of Ordinances, regarding the establishment and membership of the City of Lubbock Building Board of Appeals.

Item Summary

This ordinance amends the required qualifications for the mechanical contractor position on the Building Board of Appeals, as set forth in Sec. 2.03.491(8). The amendment would revise the current requirement from "An active mechanical contractor with a Class A license" to "*An active mechanical contractor with a class A license or an active and licensed HVAC professional, with preference given to a licensed HVAC professional who holds a Class A license*." This change will provide greater flexibility in the recruitment and retention of qualified individuals to serve in this position on the Building Board of Appeals.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary
Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Whitley Green, Interim Building Official

Attachments

Ordinance - Building Board of Appeals Membership

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 "ADMINISTRATION AND PERSONNEL, ARTICLE 2.03 "BOARDS, COMMISSIONS, COMMITTEES", DIVISION 14 "BUILDING BOARD OF APPEALS", OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, BY AMENDING THE QUALIFICATIONS FOR MEMBERSHIP ON THE BUILDING BOARD OF APPEALS BY AMENDING THE REQUIREMENT RELATING TO A MECHANICAL CONTRACTOR BEING A MEMBER OF THE BUILDING BOARD OF APPEALS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock has previously established a Building Board of Appeals in order to hear and decide appeals of orders, decisions or determinations made by the City of Lubbock's building official or fire marshal relating to the application and interpretation of the technical construction and fire prevention codes, as well as hearing and deciding matters related to the permitting, licensing, or registration of individuals or entities subject to the technical construction and fire prevention codes and related matters; and

WHEREAS, due to the technical nature of the matters appearing before the Building Board of Appeals, the membership of the board consists of individuals who are qualified with the requisite experience and training to decide matters and issues appearing before the Building Board of Appeals; and

WHEREAS, as such, the City Council appoints eleven (11) members to the Building Board of Appeals with specific areas of expertise, including one member that is an "active mechanical contractor with a class A license"; and

WHEREAS, due to the specific requirements relating to a mechanical contractor, the City of Lubbock has had difficulty finding individuals meeting the requirements for the board position and, at times, been unable to fill this position on the Building Board of Appeals; and

WHEREAS, the City Council of the City of Lubbock believes it would be in the best interest of the City of Lubbock to amend the requirements for this position on the Building Board of Appeals by broadening the requirements to include other individuals that have the requisite experience and knowledge to serve in such position and fulfill the obligations of the Building Board of Appeals; **NOW THEREFORE,**

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

SECTION 1. Chapter 2, "Administration and Personnel", Article 2.03 "Boards, Commissions, Committees", Division 14 "Building Board of Appeals", is hereby amended by amending § 2.03.491 "Establishment and membership" to read as follows (for reference purposes, amended portions are indicated as follows: deletions – strikeout; new additions – underlined and italicized):

"§ 2.03.491 **Establishment and membership.**

In order to hear and decide appeals of orders, decisions or determinations made by the building official or fire marshal relative to the application and interpretation of the technical construction and fire prevention codes, and to hear and decide on matters

related to the permitting, licensing, or registration of individuals or entities subject to said codes, and to determine suitability of alternate materials and methods of construction, there shall be and is hereby created a board of appeals. Except as specifically noted below, the board of appeals shall consist of eleven (11) members who are qualified by experience and training to pass upon matters pertaining to the design, construction and use of buildings. Members of the board of appeals shall be appointed by the city council and shall hold office for a term of three (3) years and until their successors are qualified. Consistent with the membership set forth below, the presently constituted board members shall continue in their offices for their regular terms. The membership of the board of appeals shall include representatives from the following areas of expertise:

(1) A member of the West Texas Home Builders Association;

(2) An active architect;

(3) An active structural engineer;

(4) An active commercial contractor;

(5) An active realtor;

(6) An active plumber, licensed by the State of Texas;

(7) An active electrician, licensed by the State of Texas;

(8) An active mechanical contractor with a class A license *or an active and licensed HVAC professional, with preference given to a licensed HVAC professional who holds a Class A license*;

(9) Three (3) Lubbock citizens at-large who are not associated with the construction or real estate industry; and

(10) Two (2) Lubbock citizens at-large, not associated with the construction industry, who shall be available as alternate members for the purpose of establishing a quorum in accordance with section 2.03.494."

SECTION 2. Repealed. All other terms and provisions of the Code of Ordinances, City of Lubbock, not in conflict herewith and not hereby amended shall remain in full force and effect.

SECTION 3. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 4. Effective Date. This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 5. Publication. The City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2026.

Passed by the City Council on second reading this _____ day of _____, 2026.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Whitley B. Green, CBO
Interim Chief Building Official

APPROVED AS TO FORM:

_____
Matthew L. Wade, City Attorney

ccdocs II\ORD.Ch.2 Building Board of Appeals Mech Contractor
September 22, 2026

AI# 14518
Regular City Council Meeting **5. 34.**
09/22/2026:

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Real Estate Sales Contract, and other accompanying documents, by and between the City of Lubbock and Lubbock Riverwalk, LLC, to obtain ownership of real property located in Sections 1 and 10, Block S, Lubbock County, Texas, for the purpose of developing a future water supply for the City of Lubbock.

Item Summary

This item is a proposed Real Estate Sales Contract contemplated between the City of Lubbock and Lubbock Riverwalk, LLC. This property is needed for the development of the Lake 7 Reuse Project, which is the next future water supply for the City of Lubbock. The 171+/- acres of real property are necessary for the future Lake 7 Reuse Project, and the purchase is for all property estates including surface, minerals, water, and related rights.

The City received the final state water rights permit in April of 2024 which grants the City the rights to the water. The City is currently in the 404 federal permitting process with the United States Army Corps of Engineers. The 404 permit which will ultimately grant permission to build the reservoir and the related components. Construction of the Lake 7 Reuse Project is projected to begin in 2029.

The purchase price is $7,102,064 for 152.3747 acres. In addition, the property owner is donating 18.5353 acres valued at $5,069,953, primarily consisting of frontage along 50th Street, which brings the total acreage for the acquisition to 170.91 acres. Upon closing, the City will have full access to the property so that work on the Lake 7 Reuse Project can continue. This purchase represents approximately 95% of the needed acquisitions for Lake 7.

Staff is in the process of working with the property owner to finalize the proposed sales contract. The sales contract will be provided prior to the meeting.

Fiscal Impact

The purchase price of $7,102,064, and related transactional expenses, are funded in Capital Improvement Project 92617, Lake 7 Design and Land Acquisition.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution
Warranty Deed
Donation Deed
Survey
Purchased Property Map
Donated Property Map
CIP 92617 Budget Detail
CIP 92617 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, a Texas home rule municipality, a Real Estate Sales Contract by and between the City of Lubbock, Texas and Lubbock Riverwalk, LLC, a Texas limited liability company for the purchase of certain real property located in Sections 1 and 10, Block S, Lubbock County, Texas, and more particularly described therein, for the purpose of developing a future water supply for the City of Lubbock, and any other instruments necessary to effectuate the transaction contemplated thereby. Said Sales Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Sales Contract (Lubbock Riverwalk, LLC)
September 15, 2026

GF#91435 Return to: Western Title Company

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT 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.

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

SPECIAL WARRANTY DEED

Effective Date: _____, 2026

Grantor: LUBBOCK RIVERWALK, LLC, a Texas limited liability company

Grantee: CITY OF LUBBOCK

Grantee's Mailing Address:

P.O. Box 93223
Lubbock, Lubbock County, Texas 79493-3223

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): Attached hereto as Exhibit "A" and incorporated herein by reference.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Any and all easements, rights-of-way, and prescriptive rights, whether of record or not; all effective covenants, conditions, restrictions, mineral reservations or severances, oil leases, gas lease, mineral leases, water-rights reservations or severances, water-rights leases, wind-rights reservations or severances, and wind-rights leases of record in the records of the County Clerk of Lubbock County, Texas, and all of those visible or apparent upon the ground and in use; as well as all other instruments, other than liens and conveyances, that affect the Property or rights of adjoining owners; and any discrepancies, conflicts, or shortages in area or boundary lines; as well as any encroachments or overlapping of improvements; and any rights of adjoining owners in any fences situated on a common boundary.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

LUBBOCK RIVERWALK, LLC, a Texas limited liability company

By:_____
THOMAS K. PAYNE, Sole Member

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

Acknowledged before me, the undersigned notary on this _____ day of _____, 2026, by THOMAS K. PAYNE. Sole Member of LUBBOCK RIVERWALK, LLC, a Texas limited liability company, in the capacity therein stated.

_____
Notary Public, State of Texas

Exhibit "A"

TRACT 1:
A tract of land being that tract described in Volume 1004, Page 699, Deed Records of Lubbock County, Texas, located in Section 1, Block S, Lubbock County, Texas, being further described as follows:

BEGINNING at a nail in shiner set in the North line of Section 1 which bears S. 89°56'30" W. a distance of 1172.74 feet from the Northeast corner of Section 1, Block S, Lubbock County, Texas;

THENCE N. 89°56'30" E., along the North line of Section 1, a distance of 331.7 feet to a set nail in shiner;

THENCE S. 00°44' E., at 19.25 feet pass the South right-of-way line of F.M. Road No. 835, continuing for a total distance of 2969.5 feet to a set 1/2" iron rod with cap;

THENCE S. 89°24'45" W., at 256.7 feet pass a 1/2" iron rod with cap set in the East right-of-way line of Olive Avenue, continuing for a total distance of 331.7 feet to a ½" iron rod with cap set in the East line of a 45.815 acre tract surveyed by Hugo Reed and Associates December 24, 1986;

THENCE N. 00°44' W., along the East line of said 45.815 acre tract and the East line of a 55.420 acre tract surveyed the same date and along the West right-of-way line of Olive Avenue, at 2955.53 feet pass a nail in shiner set in the South right-of-way line of F.M. Road No. 835, continuing for a total distance of 2972.5 feet to the Point of Beginning.

SAVE AND EXCEPT the following described tract:

> That portion of subject property located within the 7.630 acre, more or less, tract of land, as described in that certain Right-of-Way Deed, dated January 3, 1949, executed by V. V. Clark and Doyce M. Clark, as Grantors, to the State of Texas, as Grantee, and recorded in Volume 377, Page 593, Deed Records of Lubbock County, Texas.

TRACT 2:
A tract of land being that tract described in Volume 1004, Page 695, Deed Records of Lubbock County, Texas, located in Sections 1 and 10, Block S, Lubbock County, Texas, being further described as follows:

BEGINNING at a nail in shiner set in the North line of Section 1 which bears S. 89°56'30" W. a distance of 841.04 feet from the Northeast corner of Section 1 and the Northwest corner of Section 10, Block S, Lubbock County, Texas;

THENCE N. 89°56'30" E., along the North line of Section 1, at 841.04 feet pass the Northeast corner of said Section 1 and the Northwest corner of Section 10, continuing along the North line of said Section 10 for a total distance of 1959.34 feet to a set nail in shiner;

THENCE S. 00°39'05" E., at 19.6 feet pass a 1/2" iron rod with cap found in the South right-of-way line of F.M. Road No. 835 at the Northwest corner of "Tract 10" of a 1,695.73 acre tract owned by the City of Lubbock and known as the Frank Gray Farm, continuing along the West line of "Tract 10" and "Tract 6" of said Frank Gray Farm for a total distance of 4059.6 feet to a set ½" iron rod with cap;

THENCE S. 89°23'50" W. a distance of 523.1 feet to a found ¾" iron pipe;

THENCE N. 00°35'45" W. a distance of 1108.4 feet to a found ¾" iron pipe;

THENCE S. 89°24'45" W. a distance of 1432.95 feet to a set 1/2" iron rod with cap;

THENCE N. 00°44' W., at 2950.25 feet pass the South right-of-way line of F.M. Road No. 835, continuing for a total distance of 2969.5 feet to the Point of Beginning.

SAVE AND EXCEPT the following described five tracts:

(1) BEGINNING at a point in the North line of Section 10 which bears N. 89°56'30" E. a distance of 1090.3 feet from the Northwest corner of Section 10, Block S, Lubbock County, Texas;

THENCE S. 00°39'05" E., at 19.57 feet pass a 1/2" iron rod with cap set in the South right-of-way line of F.M. Road No. 835, continuing for a total distance of 219.57 feet to a set 1/2" iron rod with cap;

THENCE S. 89°12'40" W. a distance of 272.25 feet to a found ¾" iron pipe;

THENCE N. 00°39'05" W., at 203.9 feet pass a 1/2" iron rod with cap set in the South right-of-way line of F.M. Road No. 835, continuing for a total distance of 223.17 feet to a point in the North line of Section 10;

THENCE N. 89°56'30" E., along the North line of Section 10, a distance of 272.25 feet to the Point of Beginning.

(2) That portion of subject property located within the 7.630 acre, more or less, tract of land, as described in that certain Right-of-Way Deed, dated January 3, 1949, executed by V. V. Clark and Doyce M. Clark, as Granters, to the State of Texas, as Grantee, and recorded in Volume 377, Page 593, Deed Records of Lubbock County, Texas.

(3)METES AND BOUNDS DESCRIPTION of a 5.000-acre tract of land located in Sections 1 & 10, Block S, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South right-of-way line of East 50th Street as described in Volume 377, Page 593 of the Deed Records of Lubbock County, Texas, for the Northeast corner of this tract which bears S. 88°11'39" E. a distance of 18.46 feet and S. 02°12'15" W. a distance of 25.30 feet from the Northwest corner of Section 10, Block S, Lubbock County, Texas;

THENCE S. 02°12'15" W. a distance of 540.45 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 87°47'45" W. a distance of 403.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract;

THENCE N. 02°12'15" E. a distance of 540.45 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South right-of-way line of said East 50th Street for the Northwest corner of this tract;

THENCE S. 87°47'45" E., with said South right-of-way line, a distance of 403.00 feet to the Point of Beginning.

Contains: 217,801 square feet,

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

(4) METES AND BOUNDS DESCRIPTION of a 5.000-acre tract of land located in Section 10, Block S, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South right-of-way line of East 50th Street as described in Volume 377, Page 593 of the Deed Records of Lubbock County, Texas, for the Northwest corner of this tract which bears S. 88°11'39" E. a distance of 18.46 feet and S. 02°12'15" W. a distance of 25.30 feet from the Northwest corner of Section 10, Block S, Lubbock County, Texas;

THENCE S. 87°47'45" E., with said South right-of-way line, a distance of 403.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of this tract;

THENCE S. 02°12'15" W. a distance of 540.45 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 87°47'45" W. a distance of 403.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract;

THENCE N. 02°12'15" E. a distance of 540.45 feet to the Point of Beginning.

Contains: 217,801 square feet.

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

(5) METES AND BOUNDS DESCRIPTION of a 5.000-acre tract of land located in Section 10, Block S, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South right-of-way line of East 50th Street as described in Volume 377, Page 593 of the Deed Records of Lubbock County, Texas, for the Northwest corner of this tract which bears S. 88°11'39" E. a distance of 421.47 feet and S. 02°12'15" W. a distance of 28.10 feet from the Northwest corner of Section 10, Block S, Lubbock County, Texas;

THENCE S. 87°47'45" E., with said South right-of-way line, a distance of 149.28 feet to a 1/2" iron rod with cap marked "AMD" found;

THENCE S. 88°08'45" E., continuing with said South right-of-way line, a distance of 123.51 feet to a 1/2" iron rod with cap marked "AMD" found;

THENCE N. 86°08'37" E., continuing with said South right-of-way line, a distance of 100.50 feet to a 1/2" iron rod with cap marked "AMD" found;

THENCE S. 88°08'45" E., continuing with said South right-of-way line, a distance of 23.95 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northwest corner of a tract of land as described in Volume 2318, Page 73, of the Official Real Property Records of Lubbock County, Texas, and the Northeast corner of this tract;

THENCE S. 01°11'33" W., at 203.66 feet pass a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of said described tract, continuing for a total distance of 552.05 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 87°47'45" W. a distance of 406.42 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract;

THENCE N. 02°12'15" E. a distance of 540.45 feet to the Point of Beginning.

Contains: 217,800 square feet.

TRACT 3:
A strip of land out of Section One (1), Block S, Lubbock County, Texas, and a strip of land out of Section Ten (10), Block S, Lubbock County, Texas, and described as follows:

BEGINNING at a point 433.33 feet North of the Southwest corner of said Section 10, Block S;

THENCE West a distance of 831.25 feet to a point that intersects the boundary line of the Lubbock city limits;

THENCE North along the line of the Lubbock city limits, which line lies in Peach Avenue a distance of 1633.00 feet where the city limits line intersects the North boundary line of 60th Street for the beginning point of this tract;

THENCE East along the North boundary line of 60th Street a distance of 1437.50 feet for the Southeast corner of this tract;

THENCE North a distance of 150.00 feet for the Northeast corner of this tract;

THENCE West parallel to the North boundary line of 60th Street a distance of 1697.50 feet for the Northwest corner of this tract;

THENCE South a distance of 131.00 feet for the Southwest corner of this tract;

THENCE East 260.00 feet to a point;

THENCE South a distance of 19.00 feet to the Place of Beginning.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT 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.

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

GIFT DEED

Effective Date: _____, 2026

Grantor: LUBBOCK RIVERWALK, LLC, a Texas limited liability company

Grantee: CITY OF LUBBOCK

Grantee's Mailing Address:

P.O. Box 93223
Lubbock, Lubbock County, Texas 79493-3223

Consideration: Grantor's intention to make a gift as a charitable contribution under applicable income tax laws and regulations.

Property (including any improvements): Attached hereto as Exhibit "A" and incorporated herein by reference.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties and no independent title search has been made.

LUBBOCK RIVERWALK, LLC, a Texas limited liability company

By: _____
THOMAS K. PAYNE, Sole Member

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

Acknowledged before me, the undersigned notary on this 14th day of August, 2026, by THOMAS K. PAYNE. Sole Member of LUBBOCK RIVERWALK, LLC, a Texas limited liability company, in the capacity therein stated.

CHRISTIE SAVAGE
Notary Public, State of Texas
Comm. Expires 09-24-2027
Notary ID 10228158

_____
Notary Public, State of Texas

Exhibit "A"

TRACT 1:
METES AND BOUNDS DESCRIPTION of a 5.000-acre tract of land located in Sections 1 & 10, Block S, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South right-of-way line of East 50th Street as described in Volume 377, Page 593 of the Deed Records of Lubbock County, Texas, for the Northeast corner of this tract which bears S. 88°11'39" E. a distance of 18.46 feet and S. 02°12'15" W. a distance of 25.30 feet from the Northwest corner of Section 10, Block S, Lubbock County, Texas;

THENCE S. 02°12'15" W. a distance of 540.45 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 87°47'45" W. a distance of 403.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract;

THENCE N. 02°12'15" E. a distance of 540.45 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South right-of-way line of said East 50th Street for the Northwest corner of this tract;

THENCE S. 87°47'45" E., with said South right-of-way line, a distance of 403.00 feet to the Point of Beginning.

Contains: 217,801 square feet

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

TRACT 2:
METES AND BOUNDS DESCRIPTION of a 5.000-acre tract of land located in Section 10, Block S, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South right-of-way line of East 50th Street as described in Volume 377, Page 593 of the Deed Records of Lubbock County, Texas, for the Northwest corner of this tract which bears S. 88°11'39" E. a distance of 18.46 feet and S. 02°12'15" W. a distance of 25.30 feet from the Northwest corner of Section 10, Block S, Lubbock County, Texas;

THENCE S. 87°47'45" E., with said South right-of-way line, a distance of 403.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of this tract;

THENCE S. 02°12'15" W. a distance of 540.45 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 87°47'45" W. a distance of 403.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract;

THENCE N. 02°12'15" E. a distance of 540.45 feet to the Point of Beginning.

Contains: 217,801 square feet

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

TRACT 3:
METES AND BOUNDS DESCRIPTION of a 5.000-acre tract of land located in Section 10, Block S, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South right-of-way line of East 50th Street as described in Volume 377, Page 593 of the Deed Records of Lubbock County, Texas, for the Northwest corner of this tract which bears S. 88°11'39" E. a distance of 421.47 feet and S. 02°12'15" W. a distance of 28.10 feet from the Northwest corner of Section 10, Block S, Lubbock County, Texas;

THENCE S. 87°47'45" E., with said South right-of-way line, a distance of 149.28 feet to a 1/2" iron rod with cap marked "AMD" found;

THENCE S. 88°08'45" E., continuing with said South right-of-way line, a distance of 123.51 feet to a 1/2" iron rod with cap marked "AMD" found;

THENCE N. 86°08'37" E., continuing with said South right-of-way line, a distance of 100.50 feet to a 1/2" iron rod with cap marked "AMD" found;

THENCE S. 88°08'45" E., continuing with said South right-of-way line, a distance of 23.95 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northwest corner of a tract of land as described in Volume 2318, Page 73, of the Official Real Property Records of Lubbock County, Texas, and the Northeast corner of this tract;

THENCE S. 01°11'33" W., at 203.66 feet pass a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of said described tract, continuing for a total distance of 552.05 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of this tract;

THENCE N. 87°47'45" W. a distance of 406.42 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract;

THENCE N. 02°12'15" E. a distance of 540.45 feet to the Point of Beginning.

Contains: 217,800 square feet

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

TRACT 4:
Lot One Hundred Thirty (130), YELLOW HOUSE CANYON ADDITION to the City of Lubbock, Lubbock County, Texas, according the map, plat and/or dedication deed thereof recorded in Volume 885, Page 617 of the Deed Records of Lubbock County, Texas.

TRACT 5:
A tract of land 75' x 120' containing 0.207 acres in the Southwesterly corner of Section 10, Block S, Lubbock County, Texas;

BEGINNING at a point 805.60 feet North and 716.33 feet North 89°20' East of the Southwest corner of Section 10, Block S;

THENCE North 0°40' West with the West line of said tract 120 feet to a point which is the Northwest corner of said tract;

THENCE North 89°20' East with the North line of said tract 75 feet to a point which is the Northeast corner of said tract;

THENCE South 0°40' East with the East line of said tract 120 feet to a point which in the Southeast corner of said tract;

THENCE South 89°20' West with the South line of said tract 75 feet to the Point of Beginning.

TRACT 6:
A tract of land 75' x 120' containing 0.207 acres in the Southwesterly corner of Section 10, Block S, Lubbock County, Texas;

BEGINNING at a point 805.60 feet North and 866.33 feet North 89°20' East of the Southwest corner of Section 10, Block S;

THENCE North 0°40' West with the West line of said tract 120 feet to a point which is the Northwest corner of said tract;

THENCE North 89°20' East with the North line of said tract 75 feet to a point which is the Northeast corner of said tract;

THENCE South 0°40' East with the East line of said tract 120 feet to a point which in the Southeast corner of said tract;

THENCE South 89°20' West with the South line of said tract 75 feet to the Point of Beginning.

TRACT 7:
A tract of land 75' x 120' containing 0.207 acres in the Southwesterly corner of Section 10, Block S, Lubbock County, Texas;

BEGINNING at a point 805.60 feet North and 941.33 feet North 89°20' East of the Southwest corner of Section 10,Block S;

THENCE North 0°40' West with the West line of said tract 120 feet to a point which is the Northwest corner of said tract;

THENCE North 89°20' East with the North line of said tract 75 feet to a point which is the Northeast corner of said tract;

THENCE South 0°40' East with the East line of said tract 120 feet to a point which in. the Southeast corner of said tract;

THENCE South 89°20' West with the South line of said tract 75 feet to the Point of Beginning.

TRACT 8:
A tract of land 78.2' x 120' containing 0.215 acres in the Southwesterly corner of Section 10, Block S, Lubbock County, Texas;

BEGINNING at a point 805.60 feet North and 1016.33 feet North 89°20' East of the Southwest corner of Section 10, Block S;

THENCE North 0°40' West with the West line of said tract 120 feet to a point which is the Northwest corner of said tract;

THENCE North 89°20' East with the North line of said tract 75 feet to a point which is the Northeast corner of said tract;

THENCE South 0°40' East with the East line of said tract 120 feet to a point which in the Southeast corner of said tract;

THENCE South 89°20' West with the South line of said tract 75 feet to the Point of Beginning.

TRACT 9 :
A tract of land 62 feet x 120 feet in the Southwesterly corner of Section Ten (10), Block S, Lubbock County, Texas, more particularly described as follows, to-wit:

BEGINNING at a point 805.60 feet North and 654.33 feet North 89°20' East of Southwest corner of Section 10, Block S;

THENCE N 0°40' W with west line of said tract 120 feet to a point which is the Northwest corner of said tract;

THENCE N 89°20' E with north line of said tract, 62 feet to a point which is the northeast corner of said tract;

THENCE S 0°40' E with east line of said tract, 120 feet to a point which is the southeast corner of said tract;

THENCE S 89°20' W with the south line of said tract, 62 feet to the point of beginning.

TRACT 10
A tract of land 75' x 120' containing 0.207 acres in the Southwest corner of Sec. 10, Block S, Lubbock County, Texas, described by metes and bounds as follows:

BEGINNING at a point 805.60 feet North and 791.33 feet North 89°20' East of the Southwest corner of Sec. 10 Block S;

THENCE North 0°40' West with the West line of said tract 120 feet to a point which is the Northwest corner of said tract;

THENCE North 90°20' East with the North line of said tract 75 feet to a point which is the Northeast corner of said tract;

THENCE South 0°40' East with the East line of said tract 120 feet to a point which in the Southeast corner of said tract;

THENCE South 89°20' West with the South line of said tract 75 feet to the Point of Beginning.

TRACT 11:
A 2.116 acre tract out of Section 10, Block S, Lubbock County, Texas and also out of the tract described as Tract 1 in Lubbock County Clerk File Number (CCFN) 2008031476 and being further described by metes and bounds as follows:

BEGINNING at a found 3/8" iron rod in the East line of Redwood Avenue and the North line of the tract described as tract 4 in Dedication Deed recorded in Volume 5525, page 196, Lubbock County Real Property records having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North: 7257766.19, East: 969707.57 from which a found 5/8" iron pipe in an old pile of stones (North 7256835.13, East 969100.34), the Southwest of Section 10 as established by E.M. Powell in 1878, bears S 01°21'57" W (Texas North Central Zone Bearing Basis), 943.43 feet and N 88°50'09" W, 585.00 feet;

THENCE N 01°21'57" E, with the East line of Redwood avenue, 175.83 feet to a found 5/8" iron pipe for the Northwest corner of this tract from which a 2" steel post bears South 3.4 feet and West 2.6 feet;

THENCE S 88°38'09" E, with the South line of the tract described as Tract II in CCFN 2016000719, a distance of 522.92 feet to a set ½" rod with green cap marked RPLS 4460 in the West line of the Tract described as Tract 6 in Volume 2318, Page. 73, Lubbock County Real Property Records (LCRPR) for the Northeast corner of this tract;
THENCE S 01°12'57" W, with the East line of said Tract 6, at 176.07 feet pass a set ½" rod with green cap marked RPLS 4460, in all 181.07 feet to the Southeast corner of this tract;

THENCE N 88°36'33" W, with the North line of the tract described as Tract 5 in Volume 5525, Page 196, LCRPR, 27.90 feet to a corner of this tract;

THENCE N 01°12'57" E, 5.00 feet to the Northeast corner of the tract described as Tract 4 in Volume 5525, Page 196 LCRPR for a corner of this tract;

THENCE N 88°36'33" W, with the North line of Tract 4, a distance of 495.48 feet to the Place of Beginning.

A SURVEY OF

A 169.49 ACRE TRACT OF LAND AND A 1.21 ACRE TRACT OF LAND IN SECTION 1, BLOCK S, G.C. & S.F. RR. CO. SURVEY, ABSTRACT No. 215, AND SECTION 10, BLOCK S, G.C. & S.F. RR. CO. SURVEY, ABSTRACT No. 445, AND LOT 130, YELLOW HOUSE CANYON ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

(PARENT TRACTS DEEDS RECORDED IN COUNTY CLERK'S FILE NUMBERS 2022013545, 2022017940, 2022037835, 2024045226 & 2024045227 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)
(PLAT OF YELLOW HOUSE CANYON ADDITION, LOTS 121-180, RECORDED IN VOLUME 885, PG. 617 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS)

SCALE: 1" = 300'

75' 300'
0' 150' 600'

- = FOUND 1/2" IRON ROD (CM)
- = FOUND 3/8" IRON ROD (PMRD)
- = FOUND 1/2" IRON PIPE (PMRD)
- = FOUND 1/2" IRON ROD WITH A CAP MARKED "HUGO REED & ASSOC." (PMRD)
- = FOUND 1/2" IRON ROD WITH A CAP MARKED "HRA RPLS 1676" (PMRD)
- = FOUND 1/2" IRON ROD WITH A CAP MARKED "RPLS 4460" (PMRD)
- = SET 1/2" IRON ROD WITH A CAP MARKED "AMD ENGINEERING"
- = SET "X" IN CONCRETE.

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CM = CONTROLLING MONUMENT
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY
SDD = STREET DEDICATION DEED
WLE = WATER LINE EASEMENT

= SPECIAL FLOOD ZONE "A"
= SPECIAL FLOOD ZONE "AE"
= SPECIAL FLOOD ZONE "X"

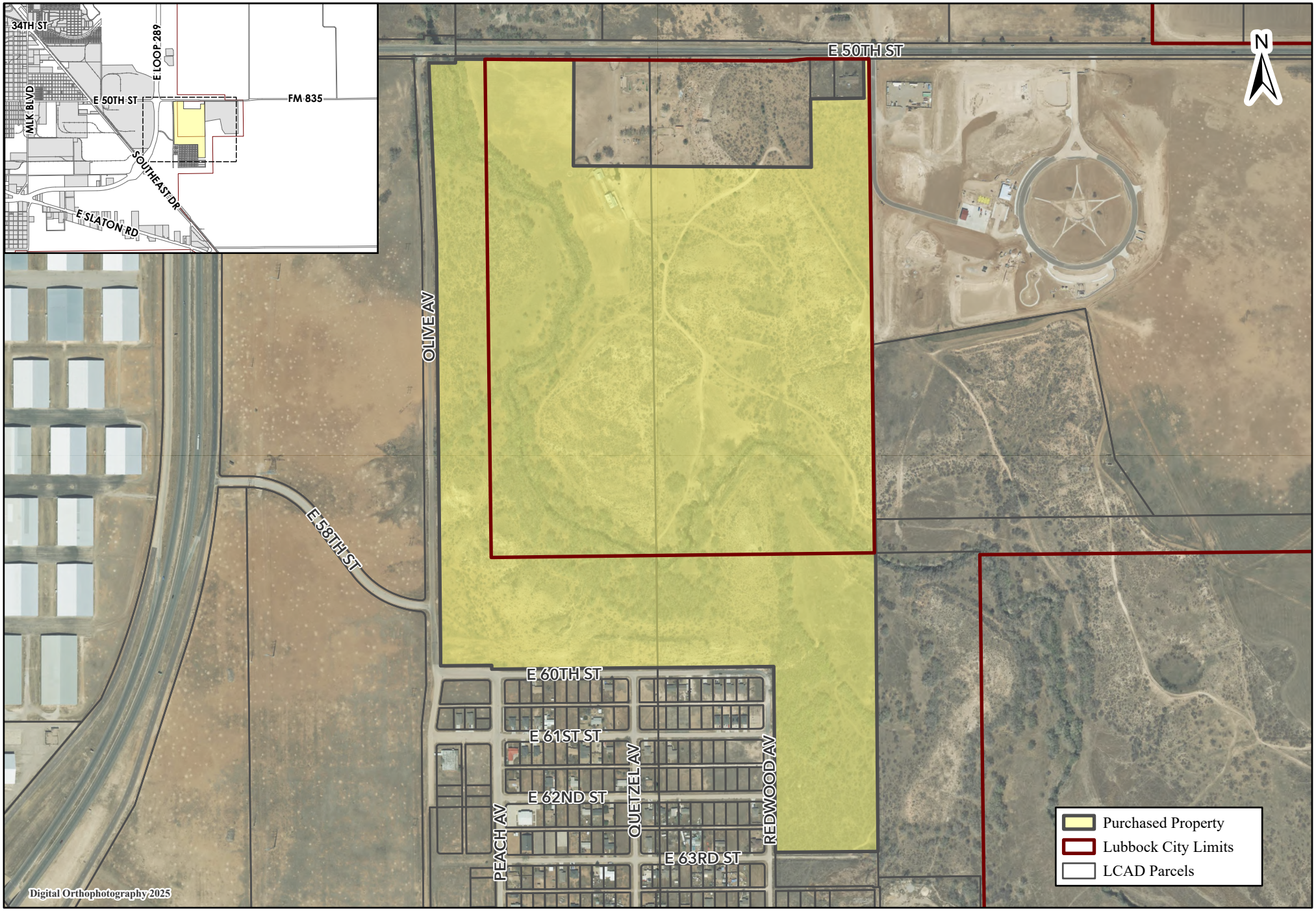
SECTION 1, BLOCK B
VARIABLE WIDTH R-O-W (VOL. 384, PG. 49)
VARIABLE WIDTH R-O-W (VOL. 377, PG. 591)(TR1)
F.M. 835/"50TH STREET"
SECTION 11, BLOCK B
FROM THIS POINT A 1/2" IRON ROD WITH A DAMAGED CAP BEARS N. 01° 11' 28" E. A DISTANCE OF 0.25'
NOT PLATTED
OWNER: CITY OF LUBBOCK (VOL. 2318, PG. 73)
VARIABLE WIDTH R-O-W (VOL. 384, PG. 48)
VARIABLE WIDTH R-O-W (VOL. 377, PG. 593)
VARIABLE WIDTH R-O-W (VOL. 377, PG. 593)
S. 87°47'50" E. 1564.80'
CITY LIMITS IN
CITY LIMITS OUT
L4
WLE (VOL. 4006, PG. 212)
S. 87°47'50" E. 103.04'
S. 88°08'50" E. 123.51'
N. 86°08'32" E. 100.50'
L5
S. 01°11'28" W. 203.66'
N. 01°12'10" E. 200.64'
L6
S. 88°46'54" E. 272.33'
POINT OF BEGINNING
NORTHING: 7,261,968.62
EASTING: 970,319.95
(SEE NOTE)
THE NORTHWEST CORNER OF SECTION 10, BLOCK S BEARS N. 01° 48' 20" E. A DISTANCE OF 19.55 FEET AND N. 88° 11' 40" W. A DISTANCE OF 1118.40 FEET FROM THIS CORNER.
THE NORTH COMMON CORNER OF SECTION 1, BLOCK S AND SECTION 10, BLOCK S
VETERAN'S MEMORIAL CEMETERY ADD TR "A" (CCFN 2023026226)
CITY LIMITS IN
CITY LIMITS OUT
SECTION 1, BLOCK S
SECTION 10, BLOCK S
(1458.64')
NOT PLATTED "55.420 ACRE TRACT" OWNER: FARMERS COOPERATIVE COMPRESS (VOL. 2408, PG. 125)
OLIVE AVENUE (VARIABLE WIDTH SDD) (VOL. 766, PG. 471)
N. 01°07'46" E. 3074.45'
"TRACT 1" (CCFN 2024045227 & 2024045226)
LIMITS OF DETAILED STUDY
"TRACT 2" (CCFN 2024045227 & 2024045226)
CITY LIMITS OUT
CITY LIMITS IN
S. 01°12'50" W. 4220.82'
(880.95')
NOT PLATTED "TRACT 10" OWNER: CITY OF LUBBOCK (VOL. 2318, PG. 73)

PARCEL 1
169.49 ACRE TRACT
(PARENT TRACT CCFN'S 2024045226, 2024045227 & 2022013545)

CITY LIMITS OUT
CITY LIMITS IN

THE SOUTHEAST CORNER OF SECTION 1, BLOCK D BEARS S. 88° 51' 58" E. A DISTANCE OF 1097.49 FEET AND S. 01° 08' 02" W. AND A DISTANCE OF 2091.40 FEET FROM THIS CORNER.
NORTHING: 7,258,947.32
EASTING: 968,044.66

S. 88°43'20" E. 331.58'
(N. 88°43'20" W. 1432.89')
N. 88°40'54" W. 312.70'
L3
"TRACT 3" (CCFN 2024045226 & 2024045227)
N. 88°40'54" W. 1376.56'
(180.34')
VARIABLE WIDTH SDD (VOL. 866, PG. 471)
E. 60TH STREET
(VOL. 875, PG. 603)
(VOL. 885, PG. 617)
PEACH AVENUE
(VOL. 963, PG. 135)
(VOL. 866, PG. 656)
E. 61ST STREET
(VOL. 885, PG. 617)
E. 62ND STREET (VOL. 885, PG. 617)
E. 63RD STREET (VOL. 875, PG. 603)
E. 64TH STREET
(VOL. 866, PG. 656)
QUETZEL AVENUE (VOL. 875, PG. 603)
REDWOOD AVENUE (VOL. 875, PG. 603)
(VOL. 875, PG. 603)
(VOL. 875, PG. 603)
(

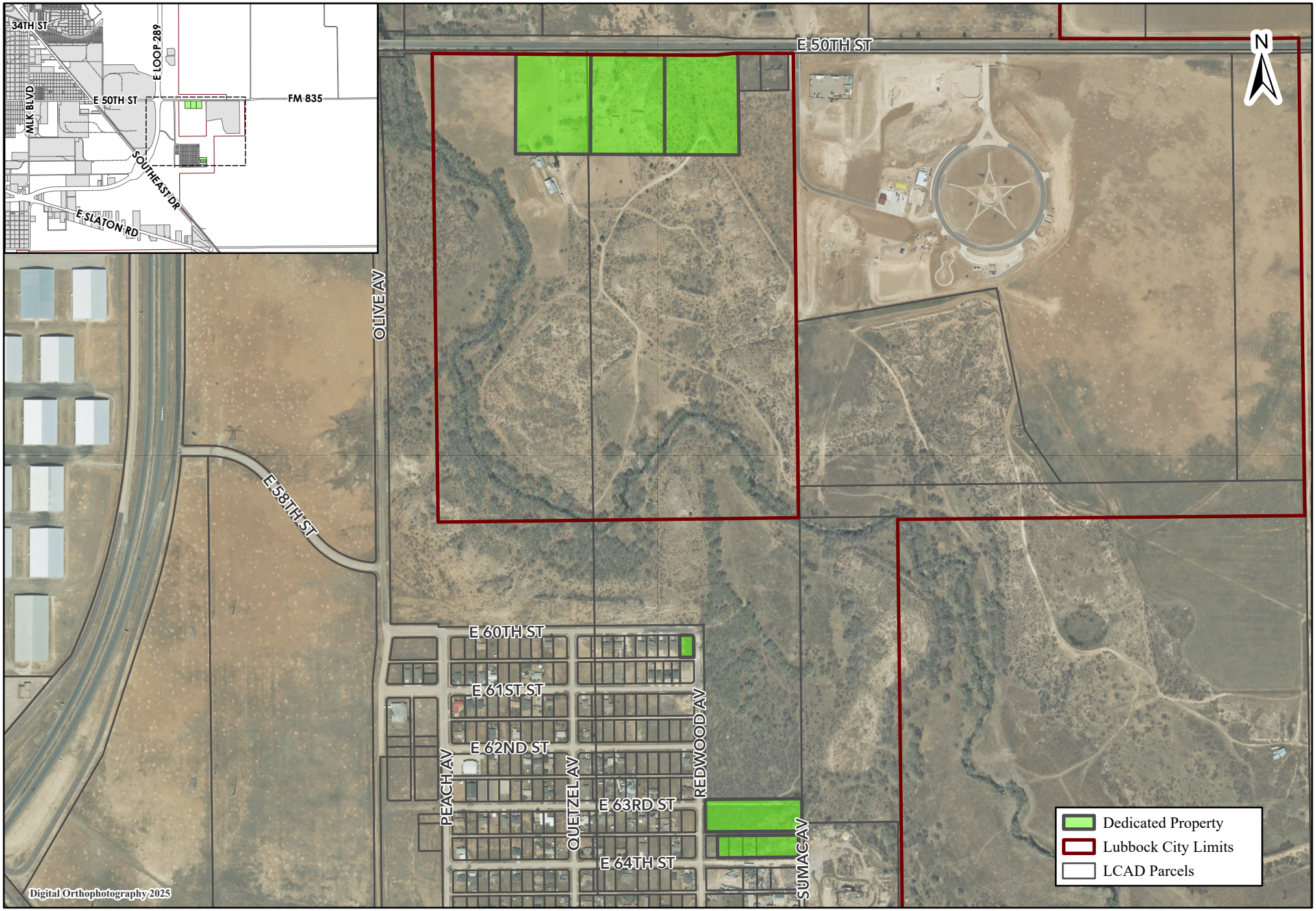


0 250 500 750 1,000 US Feet

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.

Lake 7 Reuse Project
Lubbock Riverwalk, LLC
Purchased Property

City of Lubbock TEXAS



0 250 500 750 1,000 US 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.

Lake 7 Reuse Project
Lubbock Riverwalk, LLC
Donated Property

City of Lubbock TEXAS

City of Lubbock, TX
Capital Project
Project Cost Detail
September 8, 2026

Capital Project Number:	92617
Capital Project Name:	Lake 7 Design and Land Acquisition

		Budget 92617
Encumbered/Expended		
Contract No. 18569 for Land Survey	$	34,595
Real Estate Sales Contract		15,177,406
Contract No. 19842 with FNI		1,880,380
Contract No. 18659 with HDR - Amendment 3		1,128,400
Agenda Item September 8, 2026		
Real Estate Sales Contract - Lubbock Riverwalk, LLC		7,102,064
Encumbered/Expended to Date		25,322,845
Estimated Costs for Remaining Appropriation		
Future Permitting Coordination and land Acquisition		2,191,991
Remaining Appropriation		-
Total Appropriation To Date	$	27,514,836



CIP 92617 Lake 7 Design and Land Acquisition

Infrastructure Improvements

Project Manager: Erik Rejino - Assistant City Manager

Project Scope

The scope of this project includes design, construction, land acquisition, and mitigation associated with Lake 7 (Lubbock's next water supply). Lake 7 will require extensive permitting through the US Army Corps of Engineers (USACE) before the infrastructure can be constructed. Design and construction services include a reservoir, intake structure, pipelines, pumping facilities, and pre-treatment water facility. Required mitigation planning, design, and implementation are also included in this project.

Project Justification

The 2026 Strategic Water Supply Plan estimates that the City of Lubbock may need a new water supply between by 2034. The City of Lubbock considers the construction of Lake 7 as the most viable water supply project. The project is estimated to cost at least $524 million.
The Lake 7 water supply will be owned and operated by the City of Lubbock. This water supply will be the closest water source to the City once it is constructed on the North Fork of the Double Mountain Fork of the Brazos River Basin. The upstream end of the reservoir will be located just outside southeast Loop 289 at East 50th Street. Water owned by the City (Water Rights Permit #5921) impounded and diverted from this reservoir will consist of Lubbock's treated effluent, developed stormwater discharged into the Brazos River and some state water. This water supply is renewable, drought-resistant, and sustainable in perpetuity.

Project Highlights

Council Priorities Addressed:
Community Improvement
Growth and Development

Project History

- Prior to FY 2022-23 $1,500,000 had been appropriated
- FY 2022-23 $1,500,000 appr. by Ord. 2022-O0136
- FY 2023-24 $1,800,000 reassigned to CIP 8679 by Ord. 2022-O0108
- FY 2024-25 $22,276,000 appr. by Ord. 2024-O0128
- FY 2024-25 $4,038,836 appr. by Ord. 2024-O0151

Project Dates

Start Design: 2026
404 Permit: 2027
Complete Design: 2028
Construction Start: 2029
Construction Completion: 2032

Project Location

Lake 7

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Construction	$27,514,836	$0	$0	$0	$0	$0	$0
Design	$0	$29,663,000	$0	$0	$0	$0	$0
TOTAL	**$27,514,836**	**$29,663,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
ARPA Funding	$4,038,836	$0	$0	$0	$0	$0	$0
Water/Wastewater Fund Revenue Bonds	$22,276,000	$29,663,000	$0	$0	$0	$0	$0
Water/Wastewater Fund Cash	$1,200,000	$0	$0	$0	$0	$0	$0
TOTAL	**$27,514,836**	**$29,663,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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AI# 14544
Regular City Council Meeting **6. 1.**
09/22/2026:

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 0809-C, a request of AMD Engineering, LLC, for West Texas Land Guys, for a zone change from Auto-Urban Commercial District (AC) and High Density Residential District (HDR) to Low Density Single-Family District (SF-2), at 2820 North University Avenue, located east of University Avenue and north of Drake Street, on 8.43 acres of unplatted land out of Block A, Section 11, 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 has no objection to the request. The Planning and Zoning Commission heard this case on September 3, 2026, and recommended approval of the request by a unanimous vote of 8-0-1.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 0809-C
Staff Report 0809-C
Documentation 0809-C

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE 0809-C; A ZONING CHANGE FROM AUTO-URBAN COMMERCIAL DISTRICT (AC) AND HIGH DENSITY RESIDENTIAL DISTRICT (HDR) TO LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2), AT: 2820 NORTH UNIVERSITY AVENUE, LOCATED EAST OF UNIVERSITY AVENUE AND NORTH OF DRAKE STREET, ON 8.43 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 11, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the 2040 Future Land Use Plan, adopted by the City Council in 2018, 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, AMD Engineering, LLC, for West Texas Land Guys, filed the necessary paperwork to request a zone change from Auto-Urban Commercial District (AC) and High Density Residential District (HDR) to Low Density Single-Family District (SF-2), at: 2820 North University Avenue, located east of University Avenue and north of Drake Street, on 8.43 acres of unplatted land out of Block A, Section 11, City of Lubbock, Lubbock County, Texas; and

WHEREAS, the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council that they approve the proposed change in zoning classification; and

WHEREAS, 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 Loc. Gov't Code §211.007, and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

ZONE CASE NO. 0809-C

SECTION 1. 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 Auto-Urban Commercial District (AC) and High Density Residential District (HDR) to Low Density Single-Family District (SF-2), at: 2820 North University Avenue, located east of University Avenue and north of Drake Street, on 8.43 acres of unplatted land out of Block A, Section 11, City of Lubbock, Lubbock County, Texas.

METES AND BOUNDS DESCRIPTION: See attached *Exhibit A.*

SECTION 2. A 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. 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. 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:

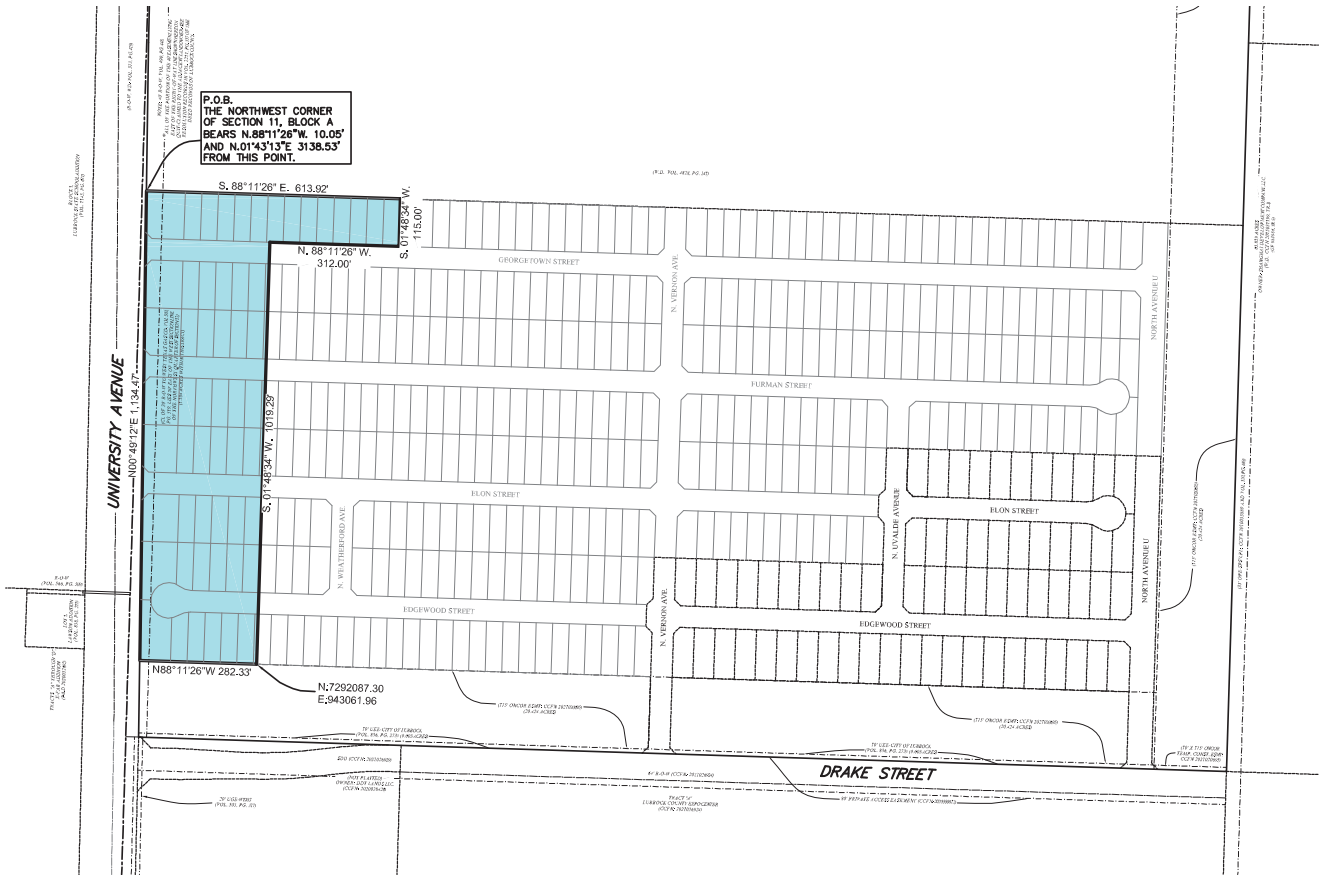
Heather Heinrich, Assistant City Attorney

ccdocs II/ORD 2026 ZC 0809-C 2820 N University Ave
September 22, 2026

ZONE CHANGE APPLICATION EXHIBIT

(SHEET 2)

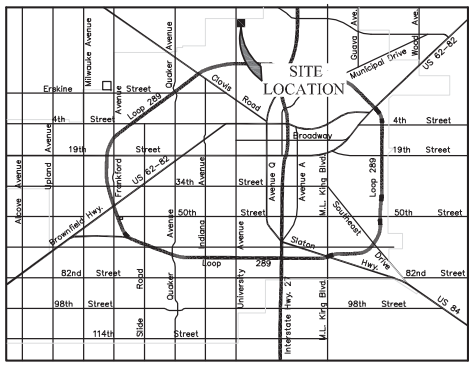
AN 8.43 ACRE TRACT OF LAND LOCATED IN SECTION 11, BLOCK A, LUBBOCK COUNTY, TEXAS



NOTES:
SCALE: 1" = 300'

– ZONING REQUEST SF-2 FROM AC & HDR(8.43 ACRES)

75' 300'
0' 150' 600'



VICINITY MAP
NOT TO SCALE

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Sulte 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 11, BLOCK A,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of an 8.43 acre tract of land located in Section 11, Block A, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point whence the northwest corner of Section 11, Block A bears N 88° 11’ 26" W. a distance of 10.05 feet and N. 01° 43' 13" E. a distance of 3138.53 feet from this corner.

THENCE S 88° 11’ 26” E an approximate distance of 613.92 feet;

THENCE S 01° 48’ 34” W an approximate distance of 115.00 feet;

THENCE N 88° 11’ 26” W an approximate distance of 312.00 feet;

THENCE S 01° 48’ 34” W an approximate distance of 1019.29 feet;

THENCE N 88° 11’ 26” W an approximate distance of 282.33 feet;

THENCE N 00° 49’ 12” E an approximate distance of 1134.47 feet to the **POINT OF BEGINNING** and containing approximately 7.61 acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Centerpointe
7/21/2026

Planning Department
City of Lubbock

Staff Report	Zone Case 0809-C
City Council	September 22, 2026

Applicant AMD Engineering, LLC

Property Owner West Texas Land Guys

Council District 1

Prior Board or Council Action

- September 10, 1958, Ordinance No. 002536: The subject property was annexed into city limits and zoned Transition District (T).
- April 5, 1960, Zone Case No. 0809, Ordinance No. 003090: The subject property was rezoned from Transition District (T) to Single Family District (R-1).
- December 16, 1981, Zone Case No. 2342, Ordinance No. 008265: The northern portion of the subject property was rezoned from Single Family District (R-1) to Industrial Park District (IDP).
- October 11th, 2022, Zone Case No. 0809-A, Ordinance No. 2022-O0144: The southern portion of subject property was rezoned from Single Family District (R-1) to General Retail District (C-3).
- March 6, 2023, Zone Case No. 0809-B, Ordinance No. 2023-O0019: The northern portion of the subject property was rezoned from Industrial Park District (IDP) to High Density Apartment District (A-2).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): With the adoption of the Unified Development Code (UDC), the subject property was rezoned from High Density Apartment District (A-2) and General Retail District (C-3) to High Density Residential District (HDR) and Auto-Urban Commercial District (AC) respectively.
- September 3, 2026, Zone Case 0809-C: The Planning and Zoning Commission recommended approval of a zone change from Auto-Urban Commercial District (AC) and High Density Residential District (HDR) to Low Density Single-Family District (SF-2) by a unanimous vote of 8-0-1.

Notification Summary

- Notifications Sent: 6
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 8.43 acres of unplatted, and undeveloped land out of Block A, Section 11.

Adjacent Property Development

The properties to the west are zoned Low Density Single-Family District (SF-2); and are developed with Lubbock State School and Ma & Pa's Day Care Center. To the east and south, the property is zone SF-2, is currently vacant. To the north, the property is split zoned between Industrial Park District (IP) and High Density Residential District (HDR), and is currently vacant.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2820 North University Avenue, located east of North University Avenue and north of Drake Street, on 8.43 acres of unplatted land out of Block A, Section 11. The applicant is requesting a zone change from Auto-Urban Commercial District (AC) and High Density Residential District (HDR) to Low Density Single-Family District (SF-2).

Current zoning: **Auto-Urban Commercial District (AC)**

Current zoning: **High Density Residential District (HDR)**

Requested zoning: **Low Density Single-Family District (SF-2)**

Purpose Statements

The Purpose of the existing Auto-Urban Commercial District (AC) is "… to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity."

The purpose of the existing High Density District (HDR) is to provide for three subdivision types:

A. *Conventional*. Single-family detached, cottage, or garden homes on public utilities with open space provided on private lots.

B. *Village.* Mixed housing types, including townhouses, detached single-family garden homes, and low- to mid-rise apartments, located in a planned development or adjacent to a mixed-use district or center. Buildings are typically in close proximity to the street edge. The building mass, height, and scale transition to the neighboring land uses.

C. *Mixed-use.* Mid- to high-rise apartment development in a mixed-use district or center. The district consists of detached single-family garden homes, live-work buildings, and other vertically mixed-use buildings. Urban open space may be used for plazas and squares.

The purpose of the requested Low Density Single-Family District (SF-2) is to provide for two types:

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 lower and higher density adjacent neighborhoods, as well as for recreational amenities and resource protection.

Traffic Network/Infrastructure Impacts
The subject property is along University Avenue. The Master Thoroughfare Plan, 2018, designates University Avenue as a Principal Arterial Road. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Speeds are relatively high on arterial streets, and access is controlled by planning the locations of intersecting streets, left turn lanes, and traffic signals.

Compatibility with Surrounding Property
The subject property is currently bounded on three sides by Low Density Single-Family District (SF-2). The requested change remains compatible with the surrounding area by downzoning into harmony with the adjacent zoning. Furthermore, this property was originally zoned Single Family District (R-1) between 1960 and 2022. Reversion to the more restrictive SF-2 district aligns with its former designation as Single Family District R-1. Thus, this zone change will be compatible with the surrounding area.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for residential land uses, the proposed zone change to Low Density Single-Family District (SF-2) conforms to this designation. The requested zone change would be in conformance with the Comprehensive Plan Principles, Future Land Use Map, and The Unified Development Code (UDC).

Conformance with Zoning Ordinance
The proposed zone change is compatible 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 zone change and the uses allowed in the Low Density Single-Family District (SF-2).

Conclusion
Staff has no objection to the request.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Response Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Response Letters

Staff Contacts

Willem Stockton
Planner
Planning Department
806-775-3029
wstockton@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 0809-C

Allowable Uses: Low Density Single-Family (SF2)

Transportation: The property has a point of access from North University Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
N University Ave, Principal Arterial, Complete	R.O.W 110 feet, seven-lane, divided, paved.	R.O.W 110 feet, seven-lane, divided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

3.1 **Zone Case 0809-C:** AMD Engineering, LLC, for West Texas Land Guys, request for a zone change from Auto-Urban Commercial District (AC) and High Density Residential District (HDR) to Low Density Single-Family District (SF-2), at:

- 2820 North University Avenue, located east of University Avenue and north of Drake Street, on 8.43 acres of unplatted land out of Block A, Section 11

PLANNER WILLEM LEE-STOCKTON gave a presentation and answered questions from the Commission. Staff has no objection to the request.

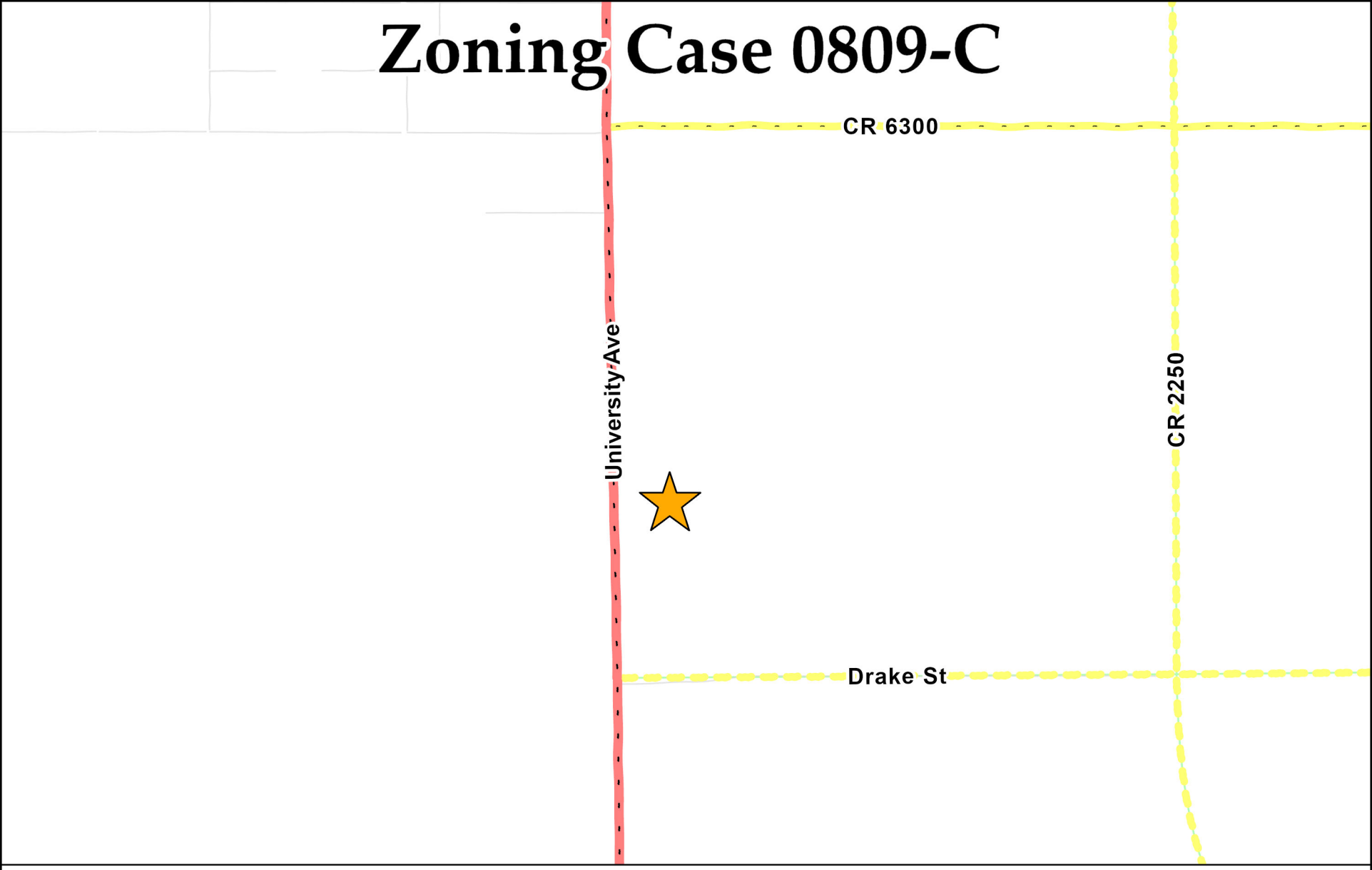
APPLICANT JALEN HOLLAND, 6515 68th Street, Suite 300, with AMD Engineering, LLC, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 0809-C**, a motion was made by **DREW GRAY** and seconded by **TAREK REDWAN** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) with 1 (recusal) to approve the motion. The case will be forwarded to City Council for consideration.

ROBERT WOOD recused from the case.

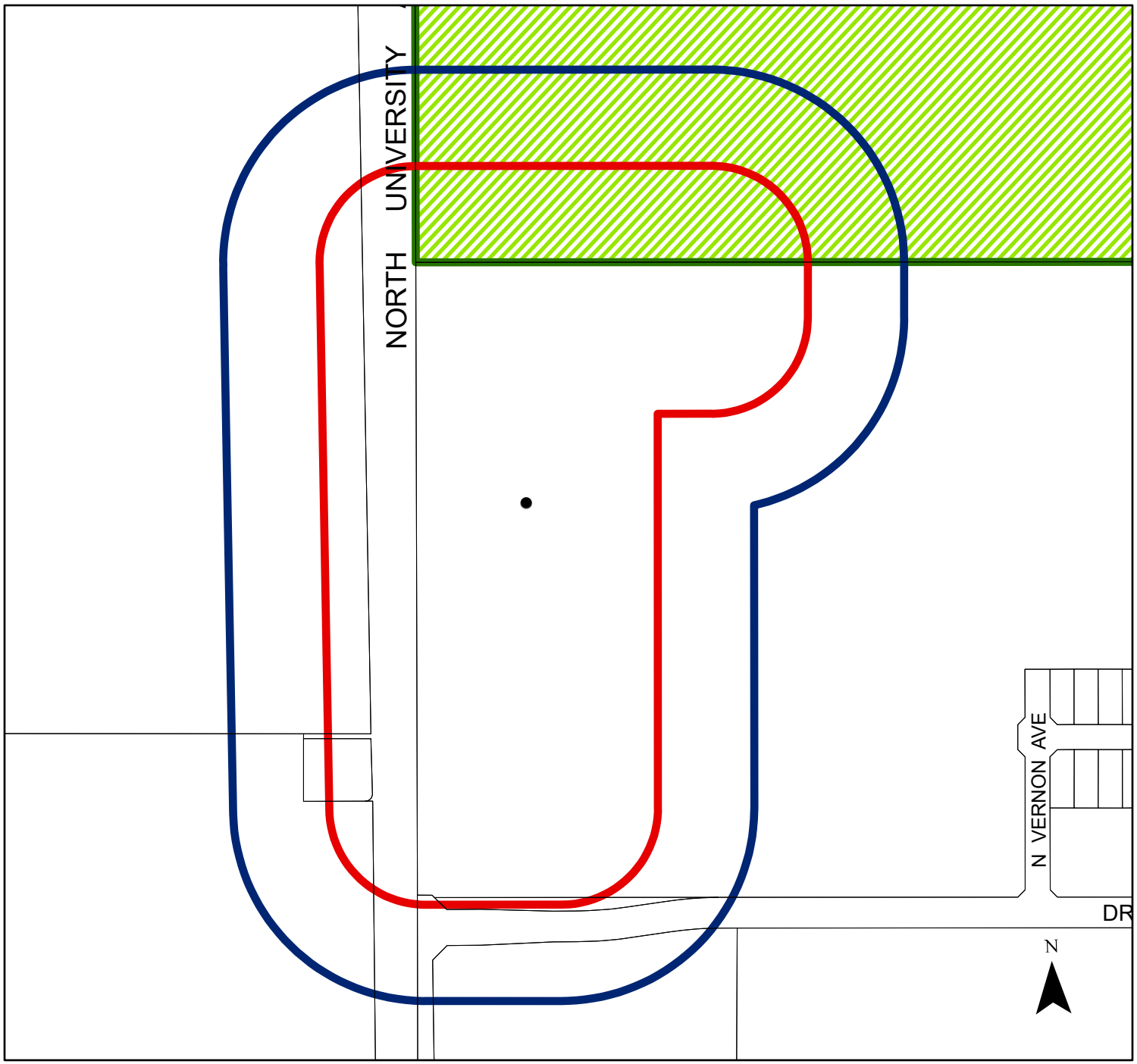
Zoning Case 0809-C



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2026



PZC Mailout Notifications Received

Case 0809-C

Legend

- Property Location
- 200ft Buffer
- 400ft Buffer

Notification Result

- In Favor
- Opposed

Accessibility Alternative Text:

A map is displayed showing the subject property with buffers at 200 and 400 ft.

Zero properties are shown in opposition, with red hashes downwards left to right.

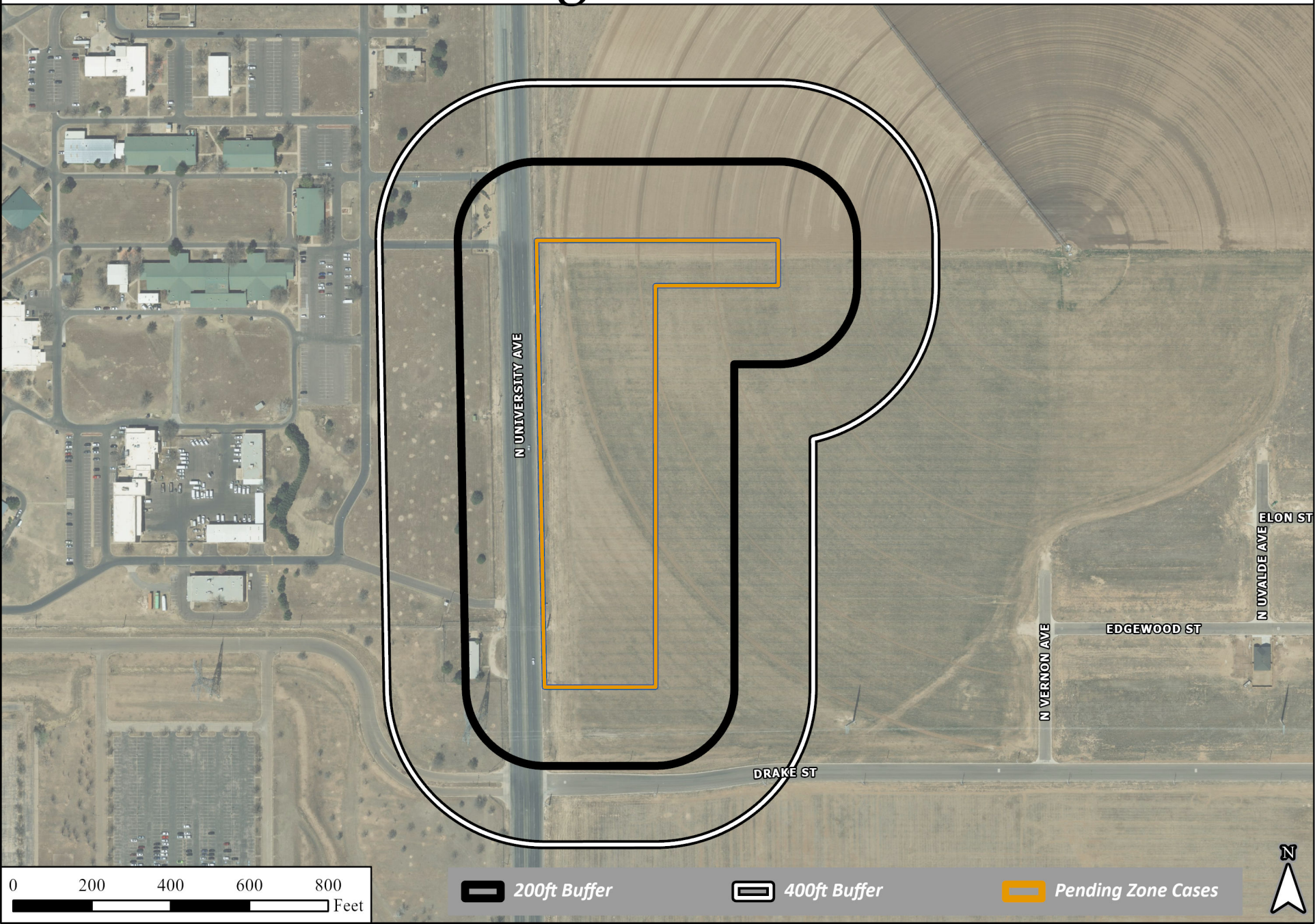
One property is shown in favor, with green hashes upwards left to right.

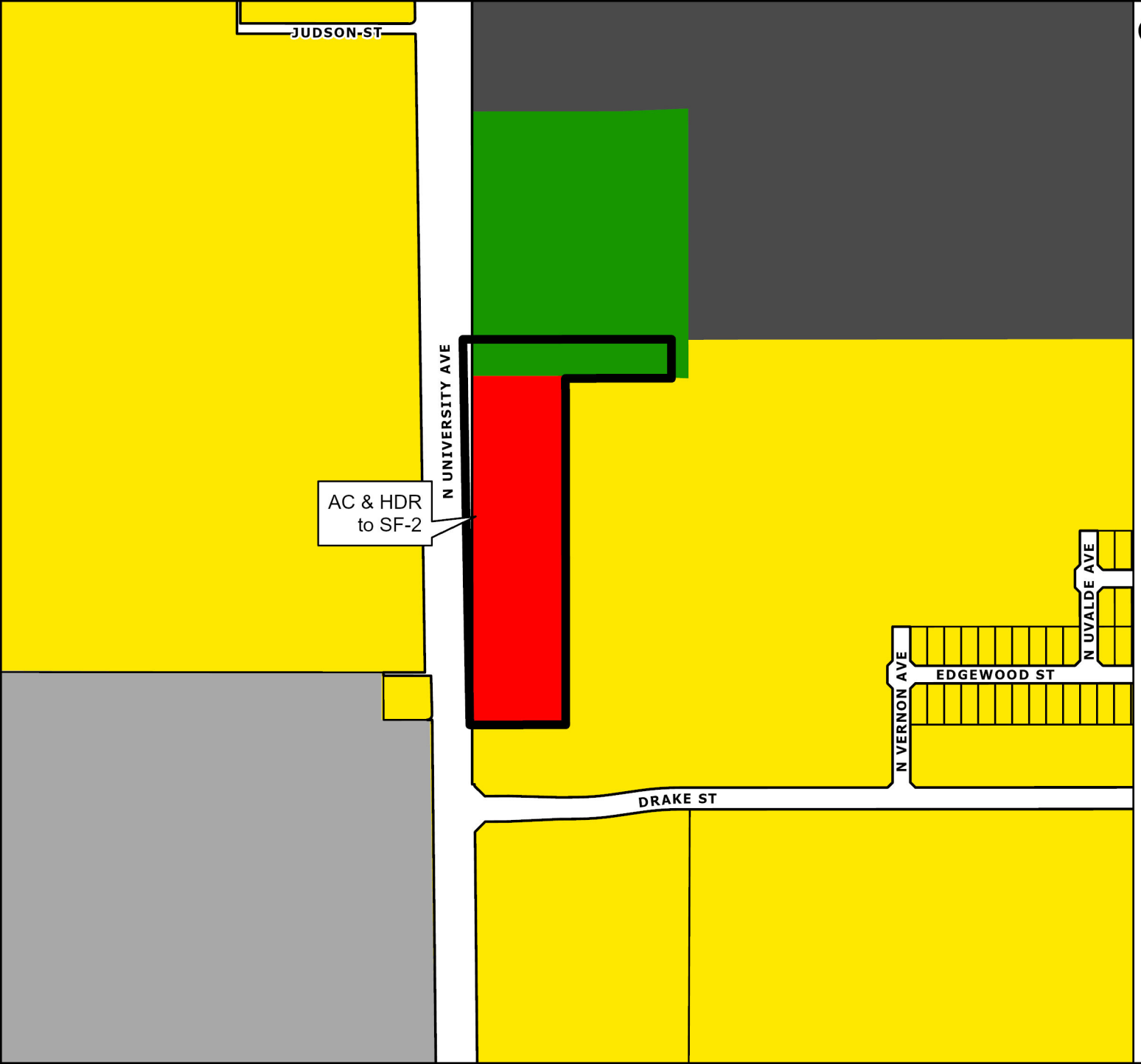
Date: 8/25/2026

City of Lubbock TEXAS

PLANNING

Zoning Case 0809-C





Current Zoning
0809-C

Zoning Districts

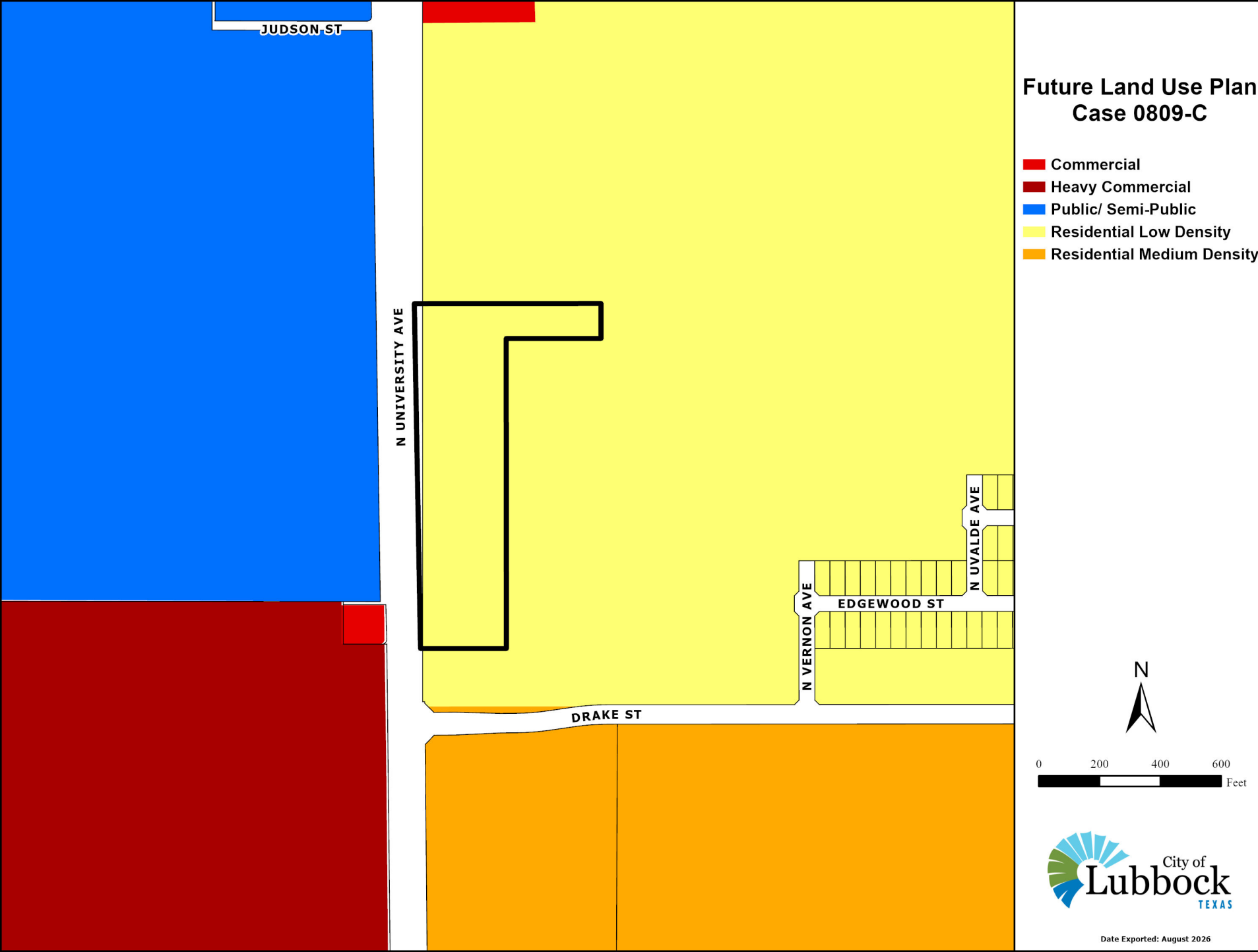
- Auto-Urban Commercial (AC)
- High Density Residential (HDR)
- Industrial Park (IP)
- Light Industrial (LI)
- Low Density Single Family (SF-2)

N

0 200 400 600 Feet

City of Lubbock TEXAS

Date Exported: August 2026



Future Land Use Plan
Case 0809-C

- Commercial
- Heavy Commercial
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density

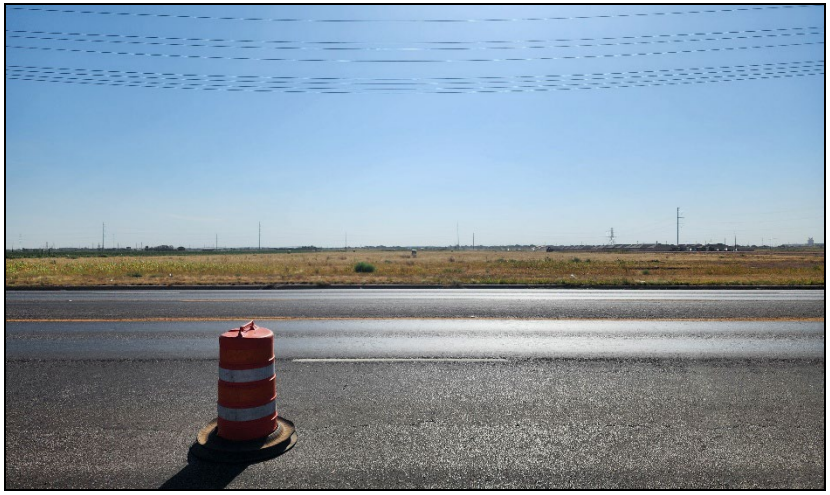
N

0 200 400 600 Feet

City of Lubbock TEXAS

Date Exported: August 2026

0809-C



View east. Subject property.



View west.



View north.



View south.

Docusign Envelope ID: AE9F60E6-3214-8080-81A2-14BB577EDC11

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2820 N University

Lots/Tracts: Lots 66-431 & Tracts "B" & "C", Centerpointe

Survey & Abstract: Section 11, Block A

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 8.43

Existing Land Use: Undeveloped Existing Zoning: AC & HDR (8.43 Acres)

Requested Zoning: SF-2 (8.43 Acres)

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Jalen Holland

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: (806) 771-5976 Email: jholland@amdeng.com

Applicant's Signature:

Date: 6/18/2026 Printed Name: Jalen Holland

Owner Information

Firm Name: West Texas Land Guys

Owner: Trey Strong

Address: 8213 Alcove Avenue City: Lubbock State: TX

ZIP Code: 76424 Telephone: 806-548-2070 Email: trey@westtexaslandguys.com

Property Owner's Signature: DocuSigned by: Trey Strong

Date: 7/24/2026 Printed Name: Trey Strong

Preparer Information

Preparer's Signature: Jalen Holland

Date: ~~6/18/2026~~ 7-24-2026 Printed Name: Jalen Holland

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***0809-C***

In Favor ✓

Opposed ____

Reasons and/or Comments:

As the previous owner of this tract and current owner of the land to the North, I'm 100% in favor of this case. I had a buyer in early 2021 that was going to build an apartment complex on this land so we asked for the current zoning but Bidenomic's ruined their plans. The ensuing inflation and higher interest rates just made it unfeasible so they terminated their contract. So now, going back to single family residential is the highest and best use of this tract.

Print Name GEORGE H. McMAHON

Signature: George H. McMahon

Address: 7703 LA SALLE AVE, LUBBOCK, TX 79424

Address of Property Owned: ALL TO THE NORTH

Phone Number: 806-790-8007

Zone Case Number: **0809-C** R66554

Recipient 5 of 6

SHANGHAI DEVELOPMENT COMPANY LLC
7703 LASALLE AVE
LUBBOCK TX 79424

AI# 14545
Regular City Council Meeting **6. 2.**
09/22/2026:

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3558, a request of Rasmussen Development, Inc. for Timothy Mandrell, for a zone change from Low Density Single-Family District (SF-2) to High Density Residential District (HDR), at 6620 110th Street, located west of Milwaukee Avenue and north of 110th Street, on 1.85 acres of unplatted land out of Block AK, Section 22, 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 has no objection to the request. The Planning and Zoning Commission heard this case on September 3, 2026, and recommended approval of the request by a unanimous vote of 9-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3558
Staff Report 3558
Documentation 3558

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE 3558; A ZONING CHANGE FROM LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2) TO HIGH DENSITY RESIDENTIAL DISTRICT (HDR), AT: 6620 110TH STREET, LOCATED WEST OF MILWAUKEE AVENUE AND NORTH OF 110TH STREET, ON 1.85 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 22, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the 2040 Future Land Use Plan, adopted by the City Council in 2018, 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, Rasmussen Development, Inc. for Timothy Mandrell, filed the necessary paperwork to request a zone change from Low Density Single-Family District (SF-2) to High Density Residential District (HDR), at: 6620 110th Street, located west of Milwaukee Avenue and north of 110th Street, on 1.85 acres of unplatted land out of Block AK, Section 22, City of Lubbock, Lubbock County, Texas; and

WHEREAS, the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council that they approve the proposed change in zoning classification; 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, 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 Loc. Gov't Code §211.007, and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

ZONE CASE NO. 3558

SECTION 1. 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 Low Density Single-Family District (SF-2) to High Density Residential District (HDR), at: 6620 110th Street, located west of Milwaukee Avenue and north of 110th Street, on 1.85 acres of unplatted land out of Block AK, Section 22, City of Lubbock, Lubbock County, Texas.

METES AND BOUNDS DESCRIPTION: See attached *Exhibit A.*

SECTION 2. A 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. 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. 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:

Heather Heinrich, Assistant City Attorney

ccdocs II/ORD.2026.ZC 3558 6620 110th St
September 22, 2026

BEING a 1.85 acre tract, situated in Section 22, Block AK, Abstract 749, H.E. & W.T. R.R. Co. Survey, Lubbock County, Texas, and being all of that called 2.00 acre tract, as described in County Clerk File No. 1996029411, Official Public Records of Lubbock County, Texas, and said 1.85 acre tract being further described by metes and bounds as follows:

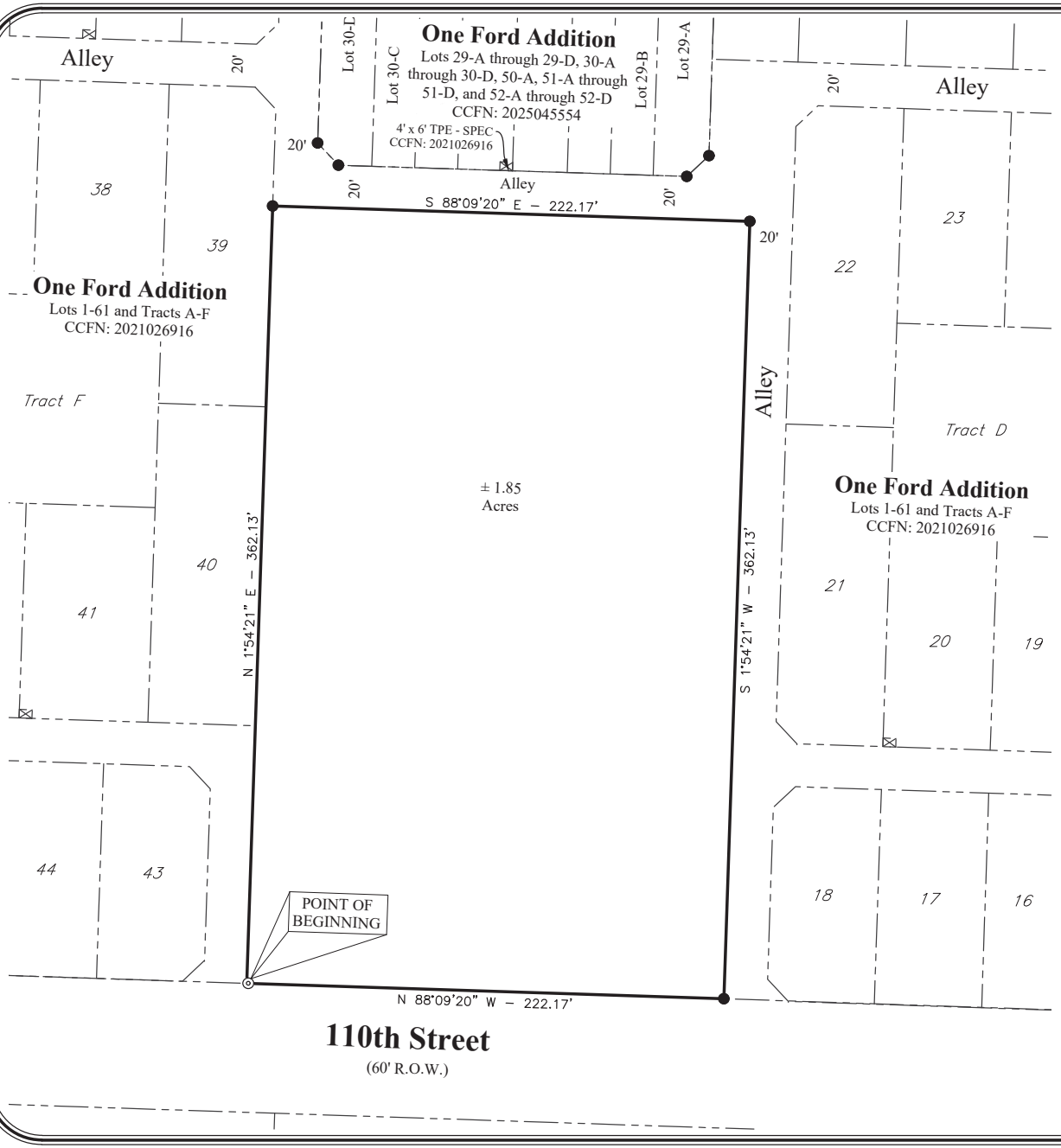
BEGINNING at a 3/8 Inch Iron Rod found in the North Right-of-Way line of 110th Street, same being a corner of the One Ford Addition, an Addition to the City of Lubbock, Lubbock County, Texas, as shown on the map or plat thereof recorded in County Clerk File No. 2021026916, Official Public Records of Lubbock County, Texas;

THENCE N.1°54’21” E. 362.13 feet with an East line of said One Ford Addition to a 1/2 Inch Iron Rod with Cap marked “CEC 10194378” found at the intersection of the East line of Lot 39 of said One Ford Addition and an Alley, same being the Northwest corner of said 2.00 acre tract;

THENCE S. 88°09’20” E. 222.17 feet with the South line of said Alley and a South line of said One Ford Addition to a 1/2 Inch Iron Rod with Cap marked “CEC 10194378” found at an alley intersection of said One Ford Addition, same being the Northeast corner of said 2.00 acre tract;

THENCE S. 1°54’21” W. 362.13 feet with the West line of said Alley and the East line of said 2.00 acre tract to a 1/2 Inch Iron Rod with Cap marked “CEC 10194378” found in the North Right-of-Way line of said 110th Street;

THENCE N. 88°09’20” W. 222.17 feet with said North Right-of-Way line to the POINT OF BEGINNING and containing 1.85 acres of land, more or less.



LUBBOCK COUNTY, TEXAS

BEING a 1.85 acre tract, situated in Section 22, Block AK, Abstract 749, H.E. & W.T. R.R. Co. Survey, Lubbock County, Texas, and being all of that called 2.00 acre tract, as described in County Clerk File No. 1996029411, Official Public Records of Lubbock County, Texas, and said 1.85 acre tract being further described by metes and bounds as follows:

BEGINNING at a 3/8 Inch Iron Rod found in the North Right-of-Way line of 110th Street, same being a corner of the One Ford Addition, an Addition to the City of Lubbock, Lubbock County, Texas, as shown on the map or plat thereof recorded in County Clerk File No. 2021026916, Official Public Records of Lubbock County, Texas;

THENCE N.1°54'21" E. 362.13 feet with an East line of said One Ford Addition to a 1/2 Inch Iron Rod with Cap marked "CEC 10194378" found at the intersection of the East line of Lot 39 of said One Ford Addition and an Alley, same being the Northwest corner of said 2.00 acre tract;

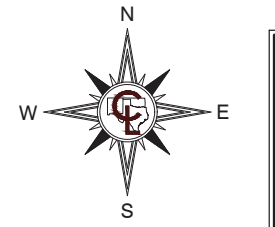
THENCE S. 88°09'20" E. 222.17 feet with the South line of said Alley and a South line of said One Ford Addition to a 1/2 Inch Iron Rod with Cap marked "CEC 10194378" found at an alley intersection of said One Ford Addition, same being the Northeast corner of said 2.00 acre tract;

THENCE S. 1°54'21" W. 362.13 feet with the West line of said Alley and the East line of said 2.00 acre tract to a 1/2 Inch Iron Rod with Cap marked "CEC 10194378" found in the North Right-of-Way line of said 110th Street;

THENCE N. 88°09'20" W. 222.17 feet with said North Right-of-Way line to the POINT OF BEGINNING and containing 1.85 acres of land, more or less.

LEGEND

●	– Found 1/2" Iron Rod with Cap – "CEC 10194378"
◎	– Found 3/8" Iron Rod
⊠	– 4' x 6' TPE – SPEC
———	– Plat Limits
———	– Lot Line
——·——	– Adjoiner Lot Line
- - - - - -	– Easement Line – As Described
N	– Northing
E	– Easting
CCFN	– County Clerk File No.
ROW	– Right-of-Way
TPE	– Telephone Pedestal Easement
SPEC	– South Plains Electric Cooperative



SCALE: 1" = 50'

0 25' 50' 100'

ZONE EXHIBIT

± 1.85 Acres
6620 110th Street
Section 22, Block AK, Abstract 749,
H.E. & W.T. R.R. Co. Survey
Lubbock, Lubbock County, Texas

CENTERLINE
6312 Upland Avenue, Lubbock, Texas 79424
(806) 470-8686
TBPE Reg. No. F-16713, TBPLS Reg. No. 10194378
OKLAHOMA CA NO. 8646

Drawn by: XXX Checked by: XXX 20-11-1289 – LS – COMMERCIAL

Planning Department
City of Lubbock

Staff Report	Zone Case 3558
City Council Meeting	September 22, 2026

Applicant Rasmussen Development, Inc.

Property Owner Timothy Mandrell

Council District 5

Prior Board or Council Action

- January 14, 1999, Ordinance No. 10117: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from Transition District (T) to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- September 3, 2026, Zone Case No. 3558: The Planning and Zoning Commission recommended approval of a zone change from Low Density Single-Family District (SF-2) to High Density Residential District (HDR) by a unanimous vote of 9-0-0.

Notification Summary

- Notifications Sent: 75
- Received In Favor: 68
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 1.85 acres of unplatted land out of Block AK, Section 22, and is currently developed with a single family home.

Adjacent Property Development

Properties to the north, east, and west are zoned Low Density Single-Family District (SF-2) and are developed with single-family homes or are vacant. To the south is an undeveloped property that is zoned Auto-Urban Commercial District (AC).

Zoning Request and Analysis

Item Summary

The subject property is addressed as 6620 110th Street, located west of Milwaukee Avenue and north of 110th Street, on 1.85 acres of unplatted land out of Block AK, Section 22. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to High Density Residential District (HDR).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **High Density Residential District (HDR)**

Purpose Statements
The purpose of the existing Low Density Single-Family District (SF-2) is to provide for two subdivision types:

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 resource protection."

The purpose of the requested High Density Residential District (HDR) is to provide for three subdivision types:

A. *Conventional*. Single-family detached, cottage, or garden homes on public utilities with open space provided on private lots.

B. *Village*. Mixed housing types, including townhouses, detached single-family garden homes, and low- to mid-rise apartments, located in a planned development or adjacent to a mixed-use district or center. Buildings are typically in close proximity to the street edge. The building mass, height, and scale transition to the neighboring land uses.

C. *Mixed-use*. Mid- to high-rise apartment development in a mixed-use district or center. The district consists of detached single-family garden homes, live-work buildings, and other vertically mixed-use buildings. Urban open space may be used for plazas and squares.

Traffic Network/Infrastructure Impacts
The subject property fronts 110th Street. The Master Thoroughfare Plan, 2018, designates 110th Street as future Collector Street. Collector streets provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property
The subject property is currently zoned as a low density single-family property. The requested change to a high density residential use is in moderate conformance with the Comprehensive Plan Principles.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for low density residential land use. The proposed zone change to a higher density residential land use is in moderate conformance due to its frontage along a collector street.

Conformance with Zoning Ordinance
The proposed zone change is compatible 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 zone change and the uses allowed in the High Density Residential Districts.

Conclusion
Staff has no objection to the request.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Response Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Response Letters

Staff Contacts

Jamie Magar
Planner
Planning Department
806-775-2107
jmagar@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3558

Allowable Uses: High Density Residential District (HDR)

Transportation: The proposed development has points of access from 110th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
110th Street, Collector Street, *Incomplete*	R.O.W 42 feet, two-lane, undivided, paved.	R.O.W 60 feet, two-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

3.2 **Zone Case 3558:** Rasmussen Development, Inc. for Timothy Mandrell, request for a zone change from Low Density Single-Family District (SF-2) to High Density Residential District (HDR), at:

- 6620 110th Street, located west of Milwaukee Avenue and north of 110th Street, on 1.85 acres of unplatted land out of Block AK, Section 22.

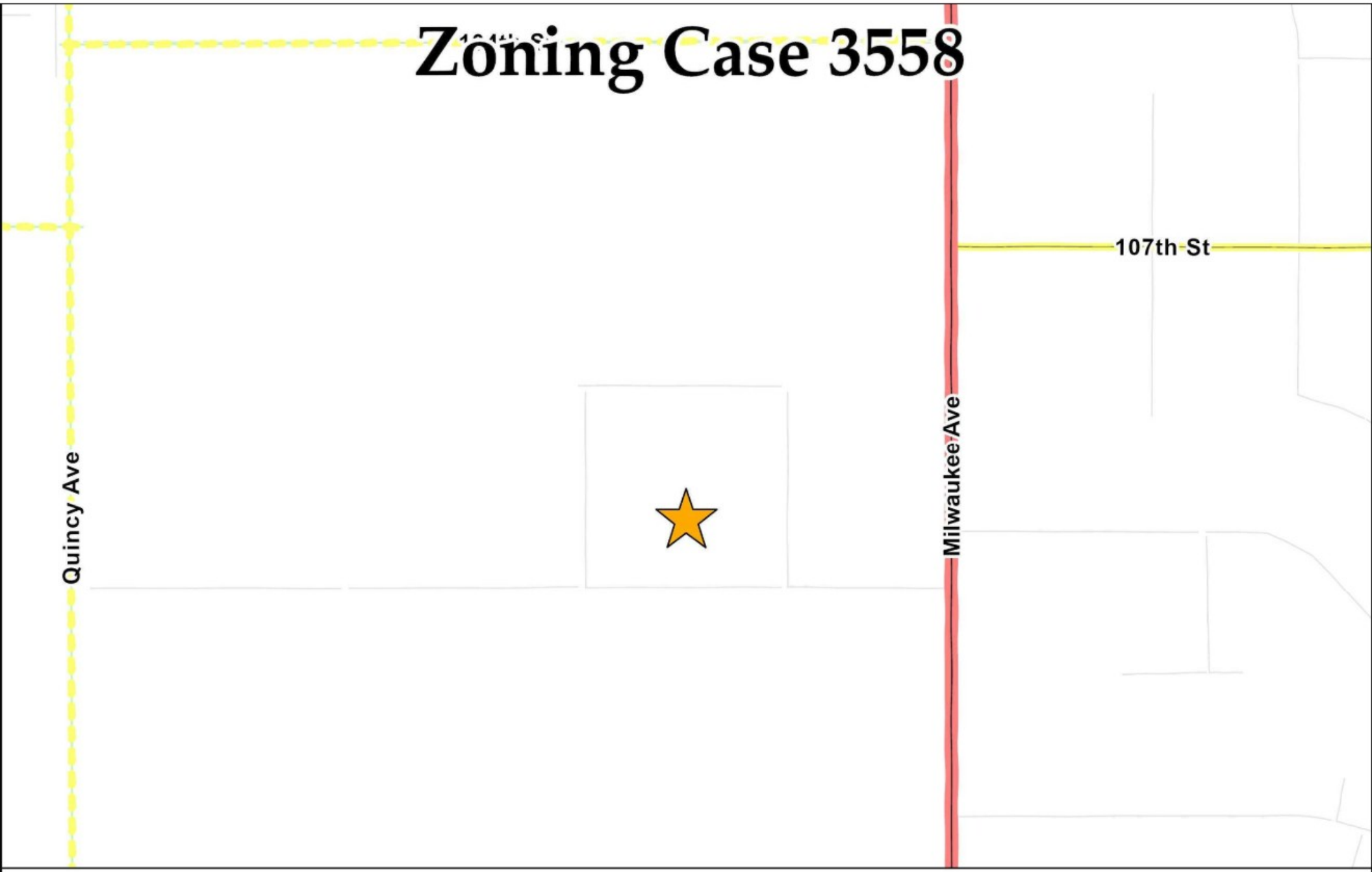
PLANNER JAMIE MAGAR gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT BLAKE RASMUSSEN, 6607 109th Street, with Rasmussen Development, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 3558**, a motion was made by **KIRK FRANKLIN** and seconded by **ROBERT WOOD** to approve the request as presented. The Commission voted 9 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3558



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

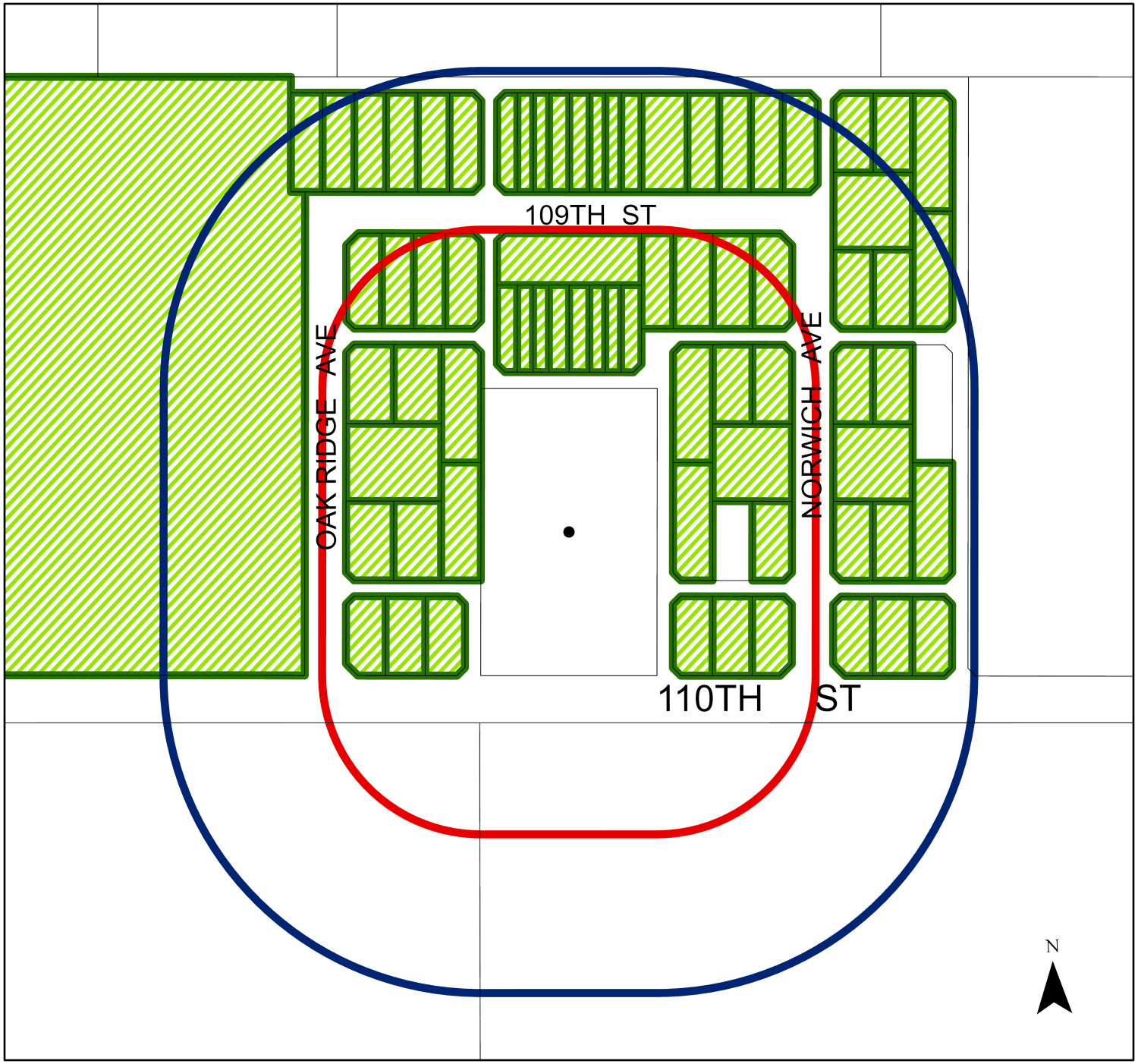
Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: July 2026



PZC Mailout Notifications Received

Case 3558

Legend

- Property Location
- 200ft Buffer
- 400ft Buffer

Notification Result

- In Favor
- Opposed

Accessibility Alternative Text:

A map is displayed showing the subject property with buffers at 200 and 400 ft.

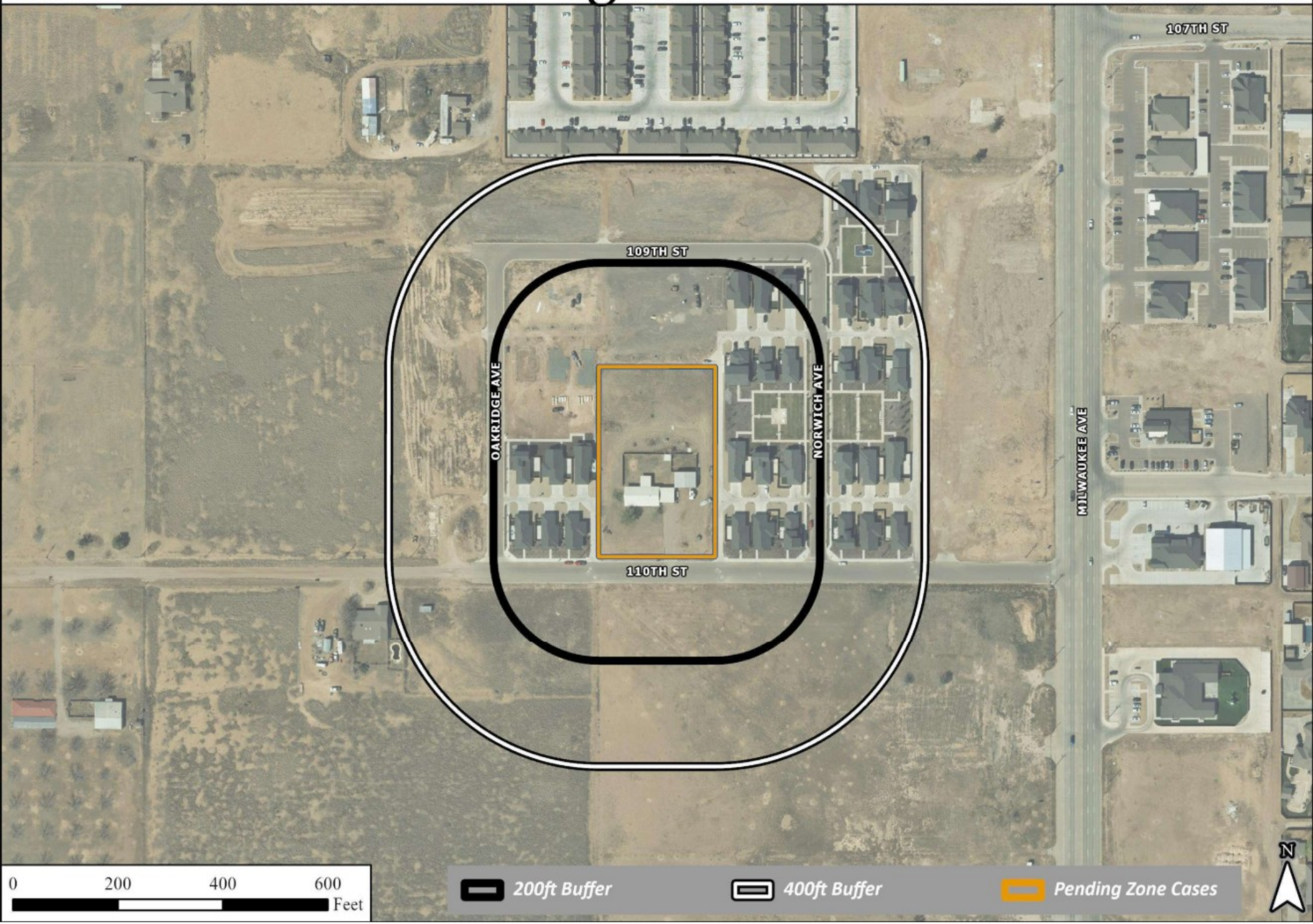
Zero properties are shown in opposition, with red hashes downwards left to right.

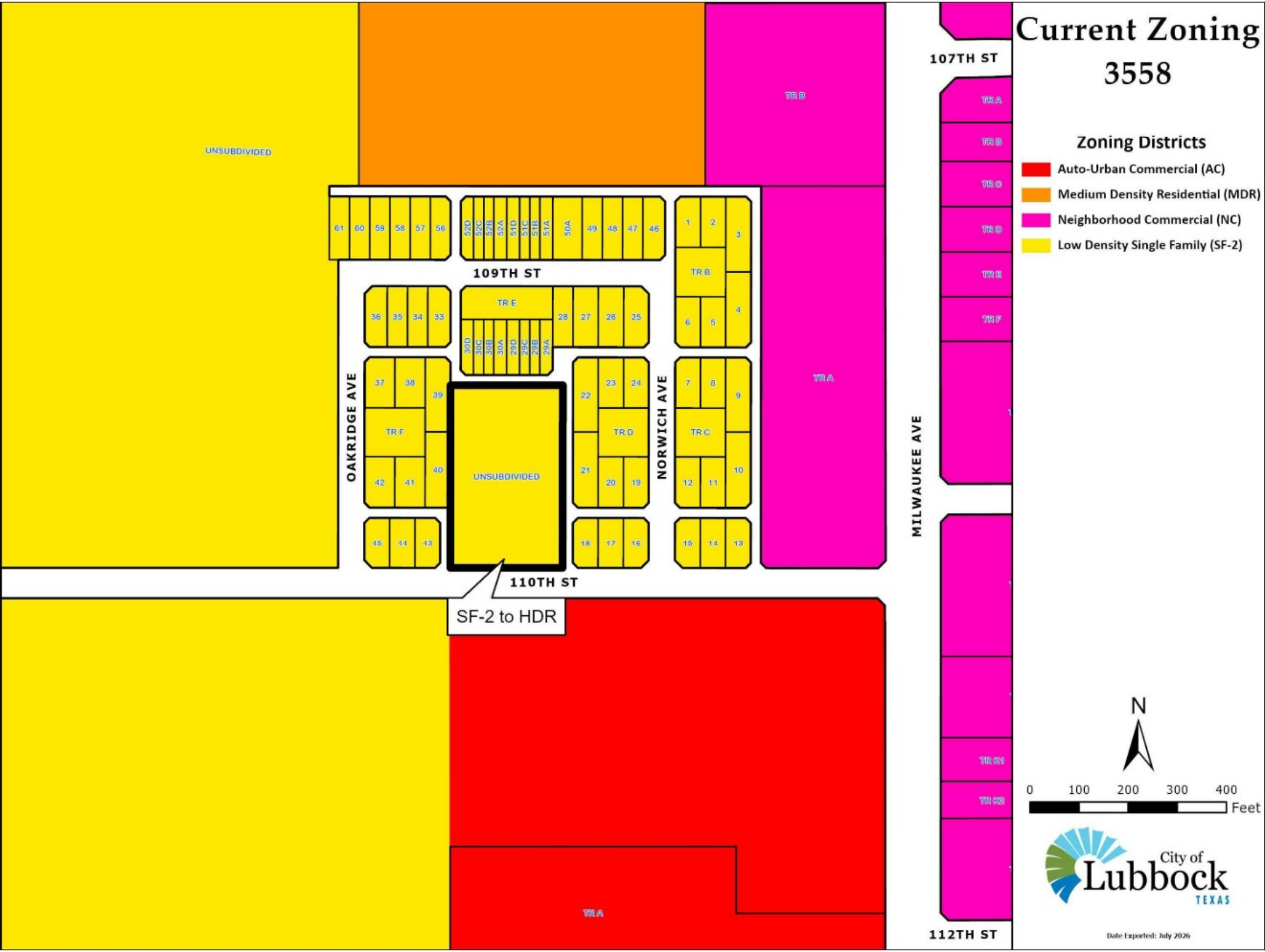
Sixty-eight properties are shown in favor, with green hashes upwards left to right.

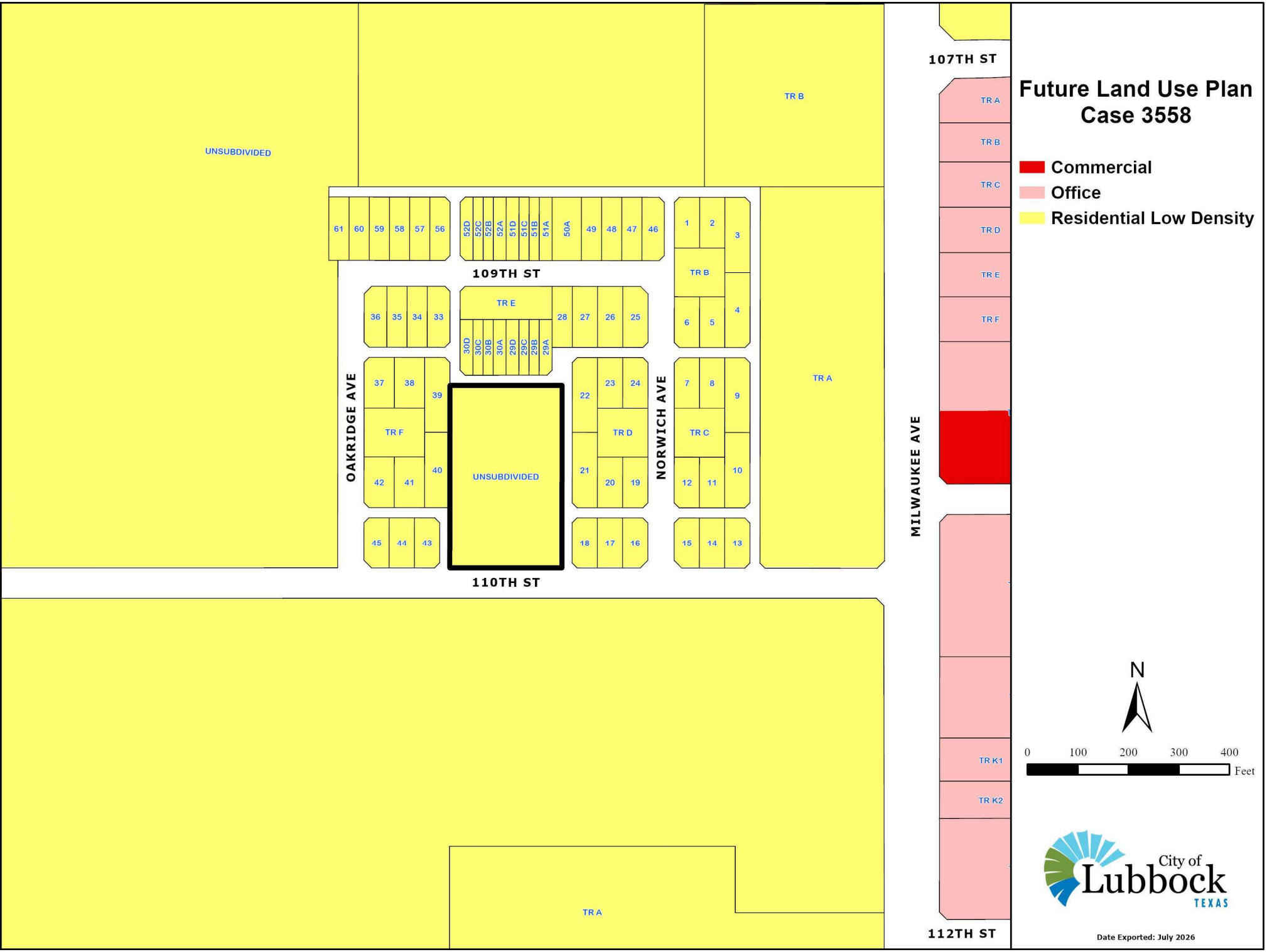
City of Lubbock TEXAS
PLANNING

Date: 8/25/2026

Zoning Case 3558




Current Zoning
3558
Zoning Districts
Auto-Urban Commercial (AC)
Medium Density Residential (MDR)
Neighborhood Commercial (NC)
Low Density Single Family (SF-2)
UNSUBDIVIDED
TR B
TR A
107TH ST
109TH ST
110TH ST
112TH ST
OAKRIDGE AVE
NORWICH AVE
MILWAUKEE AVE
TR E
TR F
TR D
TR C
SF-2 to HDR
N
0 100 200 300 400
Feet
City of Lubbock TEXAS
Date Exported: July 2026



Future Land Use Plan
Case 3558

- Commercial
- Office
- Residential Low Density

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: July 2026

3558



View north. Subject property.



View south.



View east.



View west.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6620 110TH ST, LUBBOCK, TX 79424

Lots/Tracts:

Survey & Abstract:

Metes and Bounds Attached: Yes [X] No [ ] Total Acreage of Request: 1.85 AC

Existing Land Use: SFR Existing Zoning:

Requested Zoning: HIGH DENSITY RESIDENTIAL

If property is not subdivided, will a preliminary plat be submitted? Yes [X] No [ ]

Representative/Agent Information (if different from owner)

Firm Name: RASMUSSEN DEVELOPMENT

Name: BLAKE RASMUSSEN

Address: 6607 109TH ST City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 818.300.4208 Email: RASMUSSEN.BLAKE@GMAIL.CO

Applicant's Signature:

Date: 6/30/26 Printed Name: BLAKE RASMUSSEN

Owner Information

Firm Name:

Owner: TIMOTHY MANDRELL

Address: City: State:

ZIP Code: Telephone: Email:

Property Owner's Signature:

Date: Printed Name: tim mandrell

Preparer Information

Preparer's Signature:

Date: 6/30/26 Printed Name: BLAKE RASMUSSEN

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

ONE FORD ROAD

NEIGHBORHOOD OFFICE PARK

A Thoughtfully Designed Transition Between Residential Neighborhoods and Professional Office Uses



THE STORY

Originally, this property was proposed for Neighborhood Commercial zoning.

During multiple pre-development meetings, City Planning staff expressed concerns because the property is surrounded on three sides by single-family homes.

Working together, Planning staff recommended a different approach using the High Density Residential (HDR) district's Limited Use provisions to allow a carefully designed neighborhood office park while creating a more compatible transition to the surrounding homes.

PREVIOUSLY APPROVED 6-0

This project was previously heard by the Planning & Zoning Commission and recommended for approval by a unanimous 6-0 vote.

We are back before you due to a clerical error in the legal notice.

We appreciate the Commission's time in considering our request again.

WHAT WE ARE BUILDING

A professionally designed office park consisting of multiple small buildings intended for businesses such as:

- Medical Offices
- Financial Advisors
- Attorneys
- Engineers / Architects
- Insurance
- Professional Services
- Boutique Personal Services



THIS PROJECT IS

- Quiet Professional Offices
- Beautiful Architecture
- Extensive Landscaping
- Long-Term Investment
- Professionally Managed
- Neighborhood Serving

THIS PROJECT IS NOT

- Apartments or Residential Units
- Restaurants or Bars
- Warehouses or Industrial Uses
- Heavy Commercial
- Outdoor Storage
- Gas Stations or Convenience Stores

ONE FORD ROAD
LUBBOCK, TEXAS

OUR COMMITMENT TO THE NEIGHBORHOOD

We are committed to creating one of the highest-quality neighborhood office parks in southwest Lubbock.

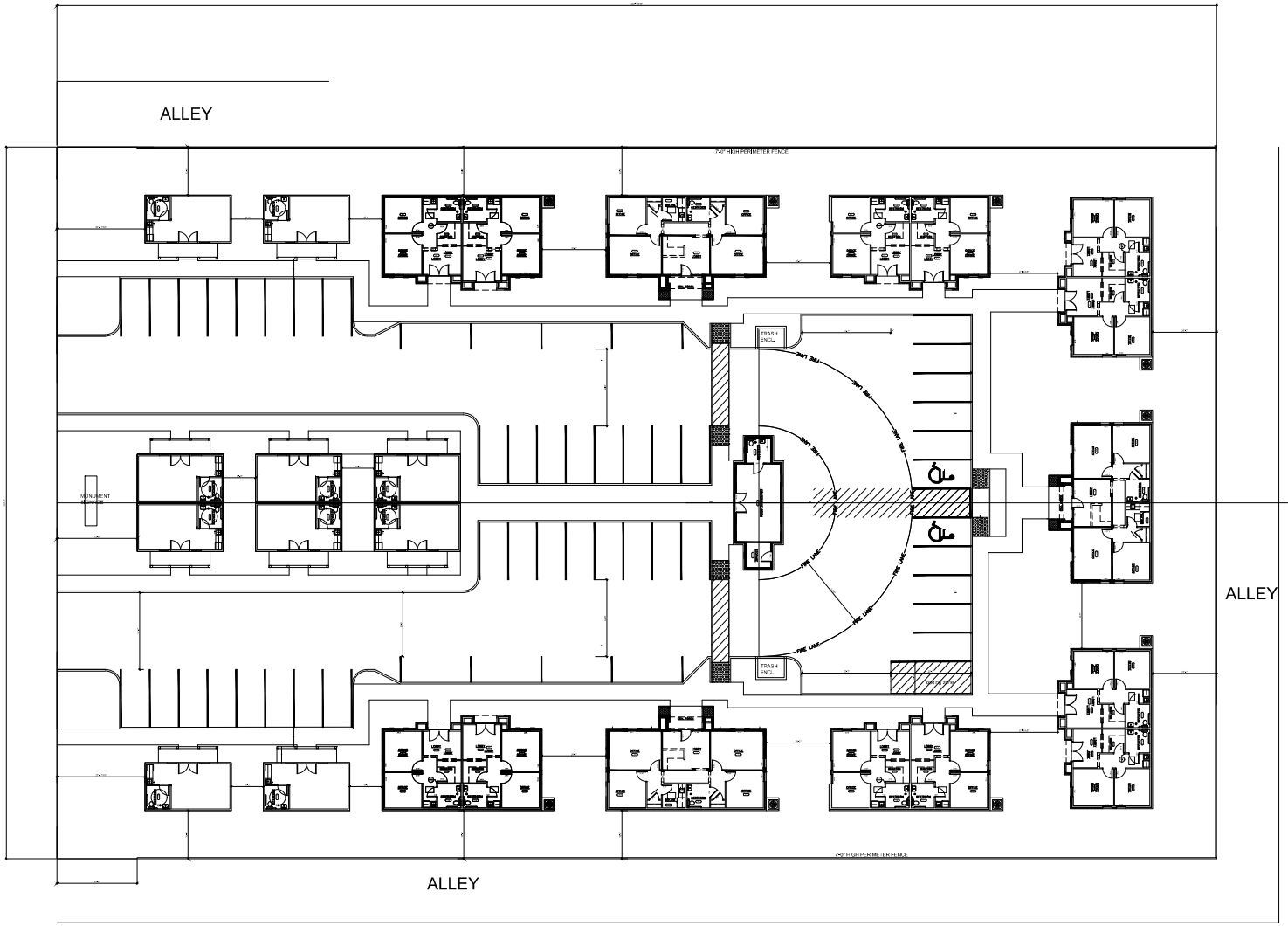
Our goal is to develop a project that complements the surrounding homes through thoughtful architecture, attractive landscaping, and low-impact professional businesses that serve our community.

QUESTIONS?

Blake Rasmussen
818.300.4208
rasmussen.blake@gmail.com

THOUGHTFULLY DESIGNED. CAREFULLY PLANNED. BUILT TO LAST.

JUNE 24, 2026



10 SMALL BUILDINGS AT 405 S.F. = 4,050 S.F.
1 COMMON ROOM AT 505 S.F. = 505 S.F.
6 A BUILDINGS AT 1245 S.F. = 7,470 S.F.
3 B BUILDINGS AT 1220 S.F. = 3,660 S.F.
TOTAL OFFICE SPACE = 15,685 S.F.
PARKING REQUIRED = 15,685/300 = 52 PARKING SPACES
PARKING PROVIDED = 52 TOTAL SPACES
ADA SPACES = 52 x5% = 3 SPACES REQ'D. / 4 PROVIDED

ONE FORD ROAD - OFFICE
LUBBOCK, TEXAS

JUNE 24, 2026

SITE STUDY
SCALE: 1/16" = 1'-0"

SITE STUDY #1

A-1

Scanned with CamScanner

Scanned with CamScanner

Scanned with CamScanner

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6612 109TH

Phone Number: 818.300.4705

Email: _____

Zone Case Number: **3558** R343032 Recipient 75 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BRUCE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6614 109TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343033 Recipient 73 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6616 109TH ST.

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343034 Recipient 66 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6618 109TH ST

Phone Number: 818. 300.4208

Email: _____

Zone Case Number: **3558** R343035 Recipient 74 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: B R

Address: _____

Address of Property Owned: 6620 109TH ST

Phone Number: 818.300.4708

Email: _____

Zone Case Number: **3558** R343036 Recipient 42 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6672 109TH ST.

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343037 Recipient 43 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Blake R.

Signature: [signature]

Address: _____

Address of Property Owned: 6624 109TH ST.

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343038 Recipient 44 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6626 109TH ST.

Phone Number: 818.300.4708

Email: _____

Zone Case Number: **3558** R343039 Recipient 45 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Blake R.

Signature: [signature]

Address: _____

Address of Property Owned: 6628 109TH St.

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343040 Recipient 56 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Blake R.

Signature: B R

Address: _____

Address of Property Owned: 6630 109TH

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343041 Recipient 57 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6702 109TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343042 Recipient 47 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: B R

Address: _____

Address of Property Owned: 6702 110TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R31101 Recipient 30 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Blake R.

Signature: [signature]

Address: _____

Address of Property Owned: 6613-2 109TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R356924 Recipient 64 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: B R

Address: _____

Address of Property Owned: 6616-2 109TH ST.

Phone Number: 818.300 4708

Email: _____

Zone Case Number: **3558** R356927 Recipient 65 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R

Signature: [signature]

Address: _____

Address of Property Owned: 6614 109TH

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R356926 Recipient 41 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Blake R.

Signature: [signature]

Address: _____

Address of Property Owned: 6615-2 109TH St

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R356925 Recipient 62 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6609-2 109TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R356922 Recipient 46 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3558***

In Favor X

Opposed ___

Reasons and/or Comments:

Print Name BLAKE R.

Signature: B R

Address: _____

Address of Property Owned: 6611-2 109TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R356923 Recipient 61 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6618-2 109TH

Phone Number: 818.300.4202

Email: _____

Zone Case Number: **3558** R356928 Recipient 40 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: ONE FOLD RD TRACT B-F

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343044 Recipient 53 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R

Signature: [signature]

Address: _____

Address of Property Owned: 10927 OAK RIDGE

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343022 Recipient 15 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ___

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 10929 OAK RIDGE

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343023 Recipient 28 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 6624 110TH

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343024 Recipient 13 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R

Signature: [signature]

Address: _____

Address of Property Owned: 6626 110TH ST.

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343025 Recipient 19 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: B. R

Address: _____

Address of Property Owned: 6628 110TH ST.

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343026 Recipient 14 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6602 109TH ST.

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343027 Recipient 58 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Blake R.

Signature: [signature]

Address: _____

Address of Property Owned: 6604 109TH ST

Phone Number: 818.300.4708

Email: _____

Zone Case Number: **3558** R343028 Recipient 49 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R

Signature: [signature]

Address: _____

Address of Property Owned: 6606 109TH ST

Phone Number: 818. 300. 4208

Email: _____

Zone Case Number: **3558** R343029 Recipient 50 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6608 109TH ST

Phone Number: 818. 300. 4708

Email: _____

Zone Case Number: **3558** R343030 Recipient 51 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R

Signature: [signature]

Address: _____

Address of Property Owned: 6610 109TH

Phone Number: 818.300.4708

Email: _____

Zone Case Number: **3558** R343031 Recipient 52 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 6613 109TH

Phone Number: 818. 300. 4208

Email: _____

Zone Case Number: **3558** R343012 Recipient 54 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BURKE R

Signature: [signature]

Address: _____

Address of Property Owned: 6615 109TH ST.

Phone Number: 818 300 4208

Email: _____

Zone Case Number: **3558** R343013 Recipient 55 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Blake R.

Signature: [signature]

Address: _____

Address of Property Owned: 6621 109TH St

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343014 Recipient 59 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

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Planning Department
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In Favor X

Opposed ___

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 6623 109TH St.

Phone Number: 818.300.4708

Email: RASMUSSEN.BLAKE@GMAIL.COM

Zone Case Number: **3558** R343015 Recipient 11 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6625 109TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343016 Recipient 26 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 6627 109TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343017 Recipient 12 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 10919 OAK RIDGE

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343018 Recipient 37 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 10921 OAK RIDGE

Phone Number: 818.300.4208

Email: RASMUSSEN.BLAKE@GMAIL.COM

Zone Case Number: **3558** R343019 Recipient 3 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 10923 OAK RIDGE

Phone Number: 818.300.4208

Email: RASMUSSEN.BLAKE@GMAIL.COM

Zone Case Number: **3558** R343020 Recipient 4 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: B R

Address:

Address of Property Owned: 10925 OAK RIDGE

Phone Number: 818.300.4708

Email: RASMUSSEN.BLAKE@GMAIL.COM

Zone Case Number: **3558** R343021 Recipient 9 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 10926 NORWICH

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343002 Recipient 35 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 10924 NORWICH

Phone Number: 818.300.4208

Email: RASMUSSEN.BLAKE@GMAIL.COM

Zone Case Number: **3558** R343003 Recipient 10 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Blake R.

Signature: B R

Address: _____

Address of Property Owned: 10922 Norwich

Phone Number: 818. 300. 4208

Email: _____

Zone Case Number: **3558** R343004 Recipient 29 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: B R

Address: _____

Address of Property Owned: 10920 NORWICH

Phone Number: 806.300.4208

Email: _____

Zone Case Number: **3558** R343005 Recipient 27 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 6601 109TH

Phone Number: 818.300.4208

Email: RASMUSSEN.BLAKE@GMAIL.COM

Zone Case Number: **3558** R343006 Recipient 2 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6603 109TH

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343007 Recipient 24 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 6605 109TH ST

Phone Number: 818.300.4208

Email: RASMUSSEN.BLAKE@GMAIL.COM

Zone Case Number: **3558** R343008 Recipient 1 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6607 109TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343009 Recipient 25 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: B R

Address: _____

Address of Property Owned: 6609 109TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343010 Recipient 72 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6611 109TH

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343011 Recipient 38 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKIE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 10919 NORWICH

Phone Number: 818. 300.4208

Email: _____

Zone Case Number: **3558** R342988 Recipient 33 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Blake R.

Signature: [signature]

Address: _____

Address of Property Owned: 10921 Norwich

Phone Number: 818.300.4203

Email: _____

Zone Case Number: **3558** R342989 Recipient 34 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: B R

Address: _____

Address of Property Owned: 10925 NORWICH

Phone Number: 818. 800. 4208

Email: _____

Zone Case Number: **3558** R342991 Recipient 20 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 10927 NORWICH

Phone Number: 818.300.4208

Email: RASMUSSEN.BLAKE@GMAIL.COM

Zone Case Number: **3558** R342992 Recipient 7 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 10929 NORWICH

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R342993 Recipient 21 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6520 110TH ST.

Phone Number: 818. 300. 4208

Email: _____

Zone Case Number: **3558** R342994 Recipient 17 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Blake R.

Signature: [signature]

Address: _____

Address of Property Owned: 6522 110TH ST

Phone Number: 818. 300. 4208

Email: _____

Zone Case Number: **3558** R342995 Recipient 39 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R

Signature: B R

Address: _____

Address of Property Owned: 6524 110TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R342996 Recipient 67 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6502 110TH ST

Phone Number: 818. 300. 4208

Email: _____

Zone Case Number: **3558** R342997 Recipient 36 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 6606 110TH ST

Phone Number: 818. 300. 4208

Email: _____

Zone Case Number: **3558** R342999 Recipient 18 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 6604 110TH ST

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R342998 Recipient 22 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 10930 NORWICH

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R343000 Recipient 23 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 10901 NORWICH

Phone Number: 818.300.4708

Email: _____

Zone Case Number: **3558** R342982 Recipient 63 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 10903 NORWICH

Phone Number: 818.300.4208

Email: _____

Zone Case Number: **3558** R342983 Recipient 71 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: B R

Address: _____

Address of Property Owned: 10905 NORWICH

Phone Number: 818.300.4208

Email: RASMUSSEN.BLAKE@GMAIL.COM

Zone Case Number: **3558** R342984 Recipient 8 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 10907 NORWICH

Phone Number: 818.300.4208

Email: RASMUSSEN.BLAKE@GMAIL.COM

Zone Case Number: **3558** R342985 Recipient 5 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE RASMUSSEN

Signature: [signature]

Address: _____

Address of Property Owned: 10909 NORWICH

Phone Number: 818. 300. 4208

Email: _____

Zone Case Number: **3558** R342986 Recipient 31 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3558***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name BLAKE R.

Signature: [signature]

Address: _____

Address of Property Owned: 10911 Norwich

Phone Number: 318.300.4708

Email: _____

Zone Case Number: **3558** R342987 Recipient 32 of 75

BLACKSTONE DEVELOPMENT INC
6140 71ST ST
UNIT 401
LUBBOCK TX 79424

AI# 14546
Regular City Council Meeting **6. 3.**
09/22/2026:

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3559, a request of Hugo Reed and Associates, Inc. for Loop 88, LLC, for a zone change from Low Density Single-Family District (SF-2) to General Industrial District (GI), at 7401 Alcove Avenue, located east of Alcove Avenue and north of 76th Street, on 33.3 acres of unplatted land out of Block AK, Section 31, 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 has no objection to the request. The Planning and Zoning Commission heard this case on September 3, 2026, and recommended approval of the request by a unanimous vote of 9-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3559
Staff Report 3559
Documentation 3559

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE 3559; A ZONING CHANGE FROM LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2) TO GENERAL INDUSTRIAL DISTRICT (GI), AT: 7401 ALCOVE AVENUE, LOCATED EAST OF ALCOVE AVENUE AND NORTH OF 76TH STREET, ON 33.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the 2040 Future Land Use Plan, adopted by the City Council in 2018, 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, Hugo Reed and Associates, Inc. for Loop 88, LLC, filed the necessary paperwork to request a zone change from Low Density Single-Family District (SF-2) to General Industrial District (GI), at: 7401 Alcove Avenue, located east of Alcove Avenue and north of 76th Street, on 33.3 acres of unplatted land out of Block AK, Section 31, City of Lubbock, Lubbock County, Texas; and

WHEREAS, the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council that they approve the proposed change in zoning classification; 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, 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 Loc. Gov't Code §211.007, and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

ZONE CASE NO. 3559

SECTION 1. 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 Low Density Single-Family District (SF-2) to General Industrial District (GI), at: 7401 Alcove Avenue, located east of Alcove Avenue and north of 76th Street, on 33.3 acres of unplatted land out of Block AK, Section 31, City of Lubbock, Lubbock County, Texas.

METES AND BOUNDS DESCRIPTION: See attached *Exhibit A.*

SECTION 2. A 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. 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. 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:

Heather Heinrich, Assistant City Attorney

ccdocs II/ORD 2026.ZC 3559 7401 Alcove Ave
September 22, 2026

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of an approximate 33.3 acre tract of land located in Section 31, Block AK, Lubbock County, Texas, and being further described as follows:

BEGINNING at a point in the West line of a 104.7 acre tract of land as described under County Clerk File Number 202105367 of the Official Pubic Records of Lubbock County, Texas, for the most Westerly Northwest corner of this tract, which bears S. 01°51'52" W. an approximate distance of 2478.9 feet and S. 88°08'08" E. an approximate distance of 40.0 feet from the Northwest corner of Section 31, Block AK;

THENCE S. 88°08'08" E., along the West line of said 104.7 acre tract, an approximate distance of 219.3 feet to a point;

THENCE N. 01°51'52" E., continuing along the West line of said 104.7 acre tract, an approximate distance of 1072.4 feet to a point for the most Northerly Northwest corner of said 104.7 acre tract and this tract;

THENCE S. 88°12'52" E., along the North line of said 104.7 acre tract**,** an approximate distance of 929.6 feet to a point at the Northwest corner of a tract recorded under CCFN 2023034145, OPRLCT, for the Northeast corner of this tract;

THENCE S. 01°52'36" W., along the West line of said tract recorded under CCFN 2023034145, OPRLCT, an approximate distance of 1833.5 feet to a point;

THENCE S. 43°08'30" E., continuing along the West line of said tract recorded under CCFN 2023034145, OPRLCT, an approximate distance of 21.2 feet to a point for the Southwest corner of said tract recorded under CCFN 2023034145, OPRLCT, and the Southeast corner of this tract;

THENCE N. 88°09'36" W. an approximate distance of 75.0 feet to a point for the Southeast corner of a 10.0 acre tract recorded under CCFN 2017014487, OPRLCT;

THENCE N. 01°52'36" E., along the East line of said 10.0 acre tract, an approximate distance of 675.8 feet to a point for the Northeast corner of said 10.0 acre tract;

THENCE N. 88°09'52" W., along the North line of said 10.0 acre tract, an approximate distance of 644.7 feet to a point for the Northwest corner of said 10.0 acre tract;

THENCE S. 01°52'36" W., along the West line of said 10.0 acre tract, an approximate distance of 675.8 feet to a point for the Southwest corner of said 10.0 acre tract;

THENCE N. 88°09'36" W. an approximate distance of 443.9 feet to a point;

THENCE N. 01°51'52" E. an approximate distance of 775.4 feet to the Point of Beginning.

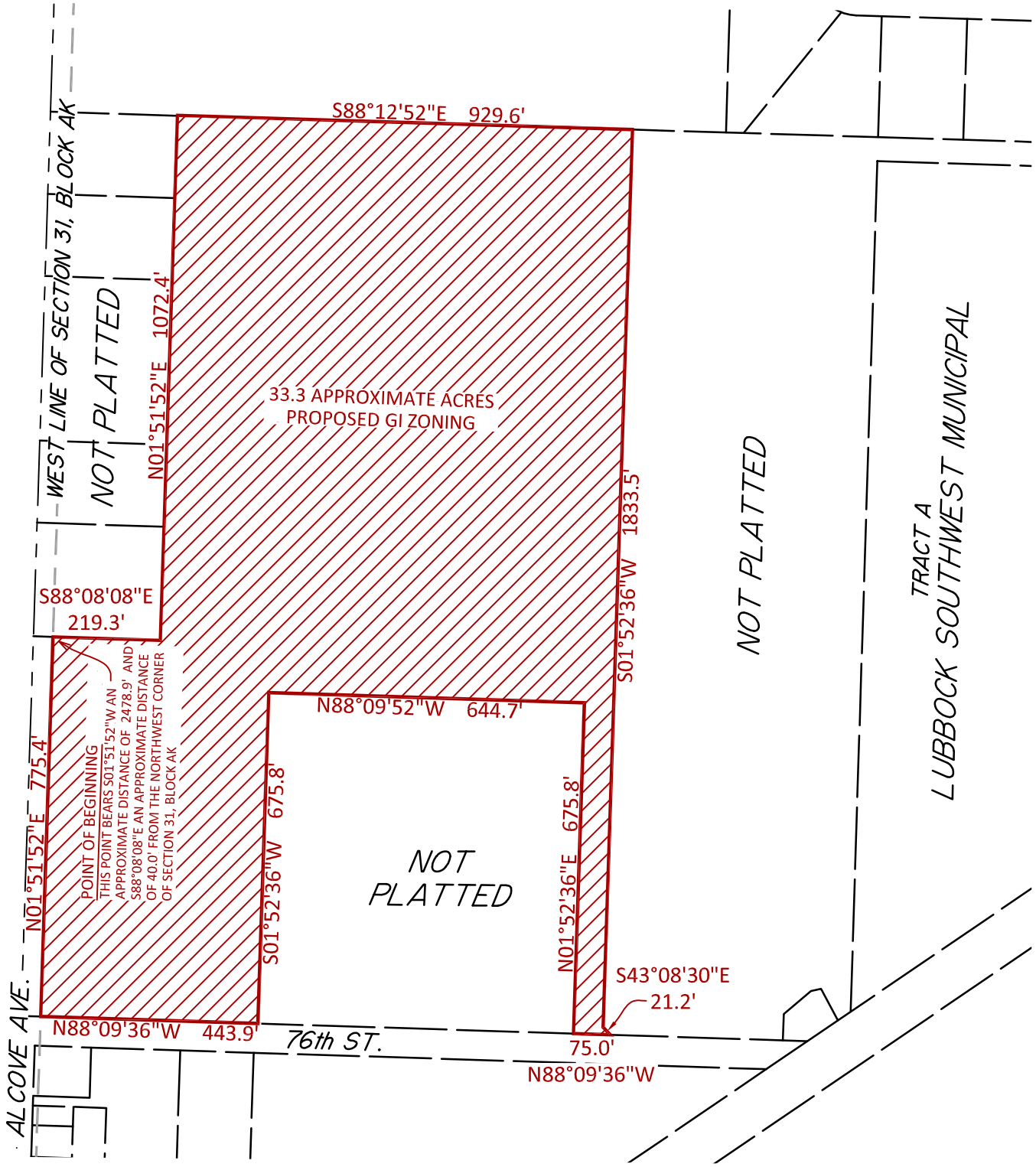
Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0)

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for Thomas Payne
June 25, 2026

PROPOSED ZONING

LOCATED IN SECTION 31, BLOCK AK



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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR ZONING PURPOSES ONLY.

RELEASE DATE: June 25, 2026

Planning Department
City of Lubbock

Staff Report	Zone Case 3559
City Council Meeting	September 22, 2026

Applicant Hugo Reed and Associates, Inc.

Property Owner Loop 88, LLC.

Council District 5

Prior Board or Council Action

- April 12, 2018, Ordinance No. 2018-O0049: 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 Transition District (T) to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- September 3, 2026, Zone Case No. 3559: The Planning and Zoning Commission recommended approval of a zone change from Low Density Single-Family District (SF-2) to General Industrial District (GI) by a unanimous vote of 9-0-0.

Notification Summary

- Notifications Sent: 118
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 33.3 acres of unplatted land out of Block AK, Section 31, and is currently undeveloped vacant land.

Adjacent Property Development

Properties to the northwest are zoned Low Density Single-Family District (SF-2) and are developed with commercial and light industrial properties and one single-family home. Properties to the south are zoned Low Density Single-Family District (SF-2) and Light Industrial District (LI), with the southwestern properties containing single-family homes, and due-south being light industrial and commercial buildings. The properties to the north are zoned Light Industrial District and are currently under development. The property to the east is zoned Industrial Park, which is also currently under development with a waste transfer station, owned by the City of Lubbock.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7401 Alcove Avenue, located east of Alcove Avenue and north of 76th Street, on 33.3 acres of unplatted land out of Block AK, Section 31. The applicant

is requesting a zone change from Low Density Single-Family District (SF-2) to General Industrial District (GI).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **General Industrial District (GI)**

Purpose Statements
The purpose of the existing Low Density Single-Family District (SF-2) is "…to provide for two subdivision types:

> 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 resource protection."

The purpose of the requested General Industrial District (GI) is "…to provide for more intensive industrial uses (non-retail) that are ideally located away from residential areas and that may include manufacturing of raw materials, fabrication, assembly, and warehousing with both indoor and outdoor storage, and may have heavy truck and/or rail traffic."

Traffic Network/Infrastructure Impacts
The subject property fronts both 76th Street and Alcove Avenue. The Master Thoroughfare Plan, 2018, designates 76th Street as a Local Street. Local Streets typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts. Alcove Avenue is within the Wolfforth township and is a future Arterial Street. Arterial Streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property
The subject property is currently zoned as a low density single-family property. The requested change to an industrial designation is consistent with its frontage to an Arterial street, as well as adjacency to other properties with industrial and commercial uses that also front Alcove Avenue and 76th Street.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for low density residential land use. The proposed zone change to industrial land use is in moderate conformance due to adjacency to other properties with industrial and commercial uses that also front Alcove Avenue and 76th Street.

Conformance with Zoning Ordinance
The proposed zone change is compatible 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 zone change and the uses allowed in the General Industrial District.

Conclusion
Staff has no objection to the request.

Attachments
A. Case Information
B. Thoroughfare Plan Map
C. Response Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Response Letters

Staff Contacts

Jamie Magar
Planner
Planning Department
806-775-2107
jmagar@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3559

Allowable Uses: General Industrial District (GI)

Transportation: The proposed development has points of access from 76th Street and Alcove Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Alcove Avenue, Arterial Street, *Incomplete*	Wolfforth City Limits.	Wolfforth City Limits.
76th Street, Local Street, *Incomplete*	R.O.W 25 feet, two-lane, undivided, paved and unpaved.	R.O.W 60 feet, two-lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

3.3 **Zone Case 3559:** Hugo Reed and Associates, Inc. for Loop 88, LLC, request for a zone change from Low Density Single-Family District (SF-2) to General Industrial District (GI), at:

- 7401 Alcove Avenue, located east of Alcove Avenue and north of 76th Street, on 33.3 acres of unplatted land out of Block AK, Section 31.

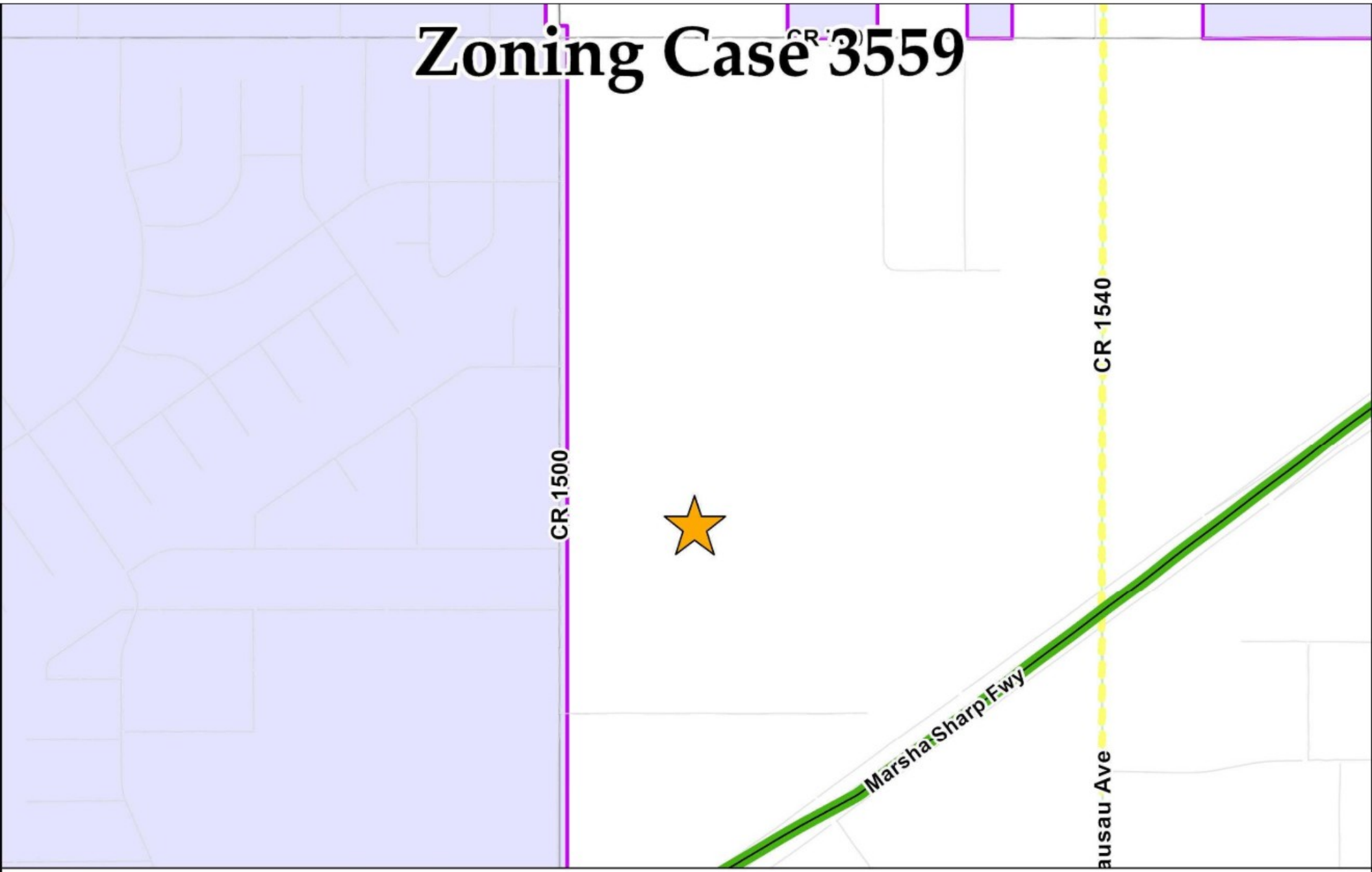
PLANNER JAMIE MAGAR gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT TERRY HOLEMAN, 1601 Avenue N, with Hugo Reed and Associates, Inc., gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 3559**, a motion was made by **ROBERT WOOD** and seconded by **DREW GRAY** to approve the request as presented. The Commission voted 9 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3559



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

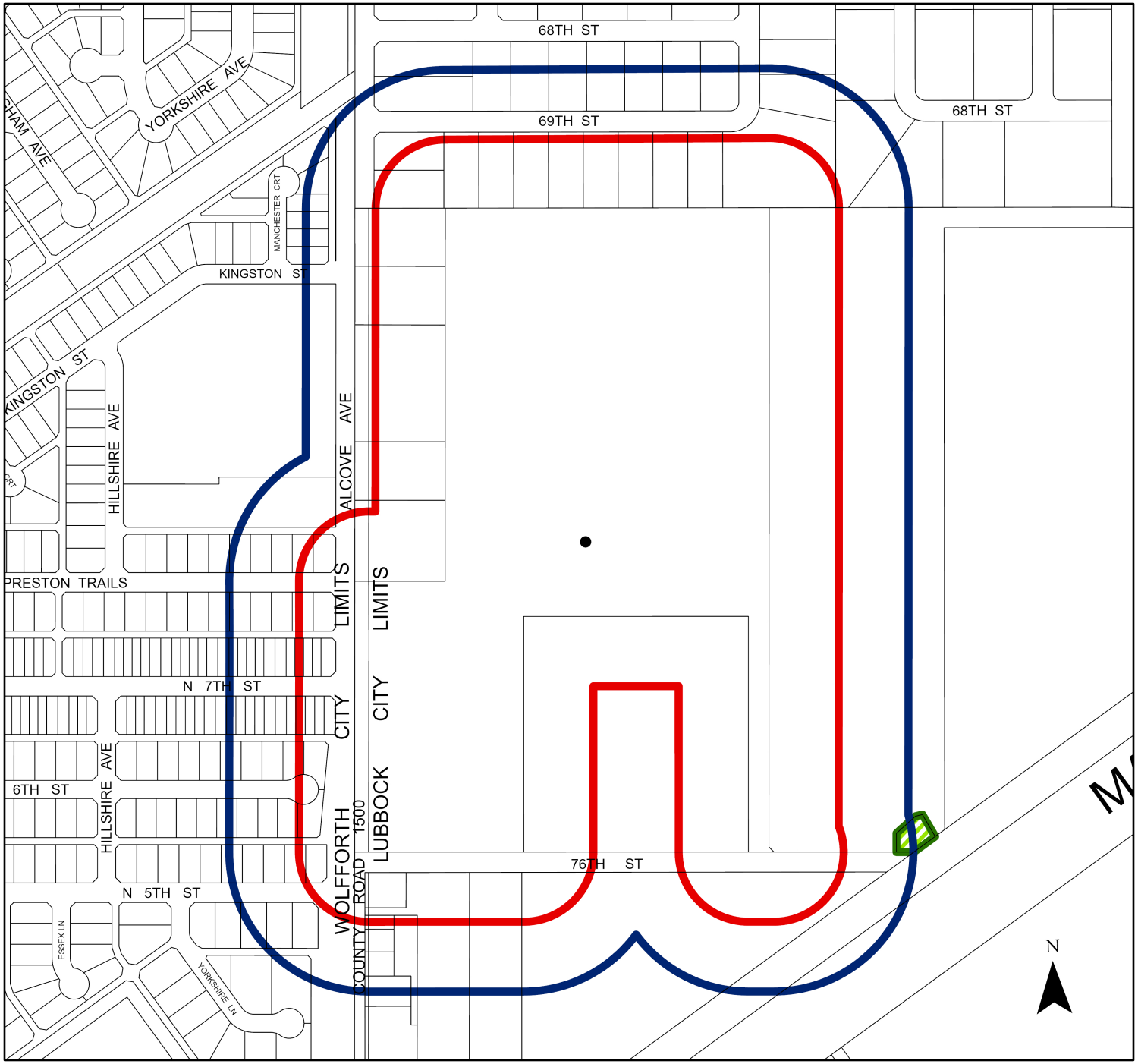
Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: July 2026



PZC Mailout Notifications Received

Case 3559

Legend

- Property Location
- 200ft Buffer
- 400ft Buffer

Notification Result

- In Favor
- Opposed

Accessibility Alternative Text:

A map is displayed showing the subject property with buffers at 200 and 400 ft.

Zero properties are shown in opposition, with red hashes downwards left to right.

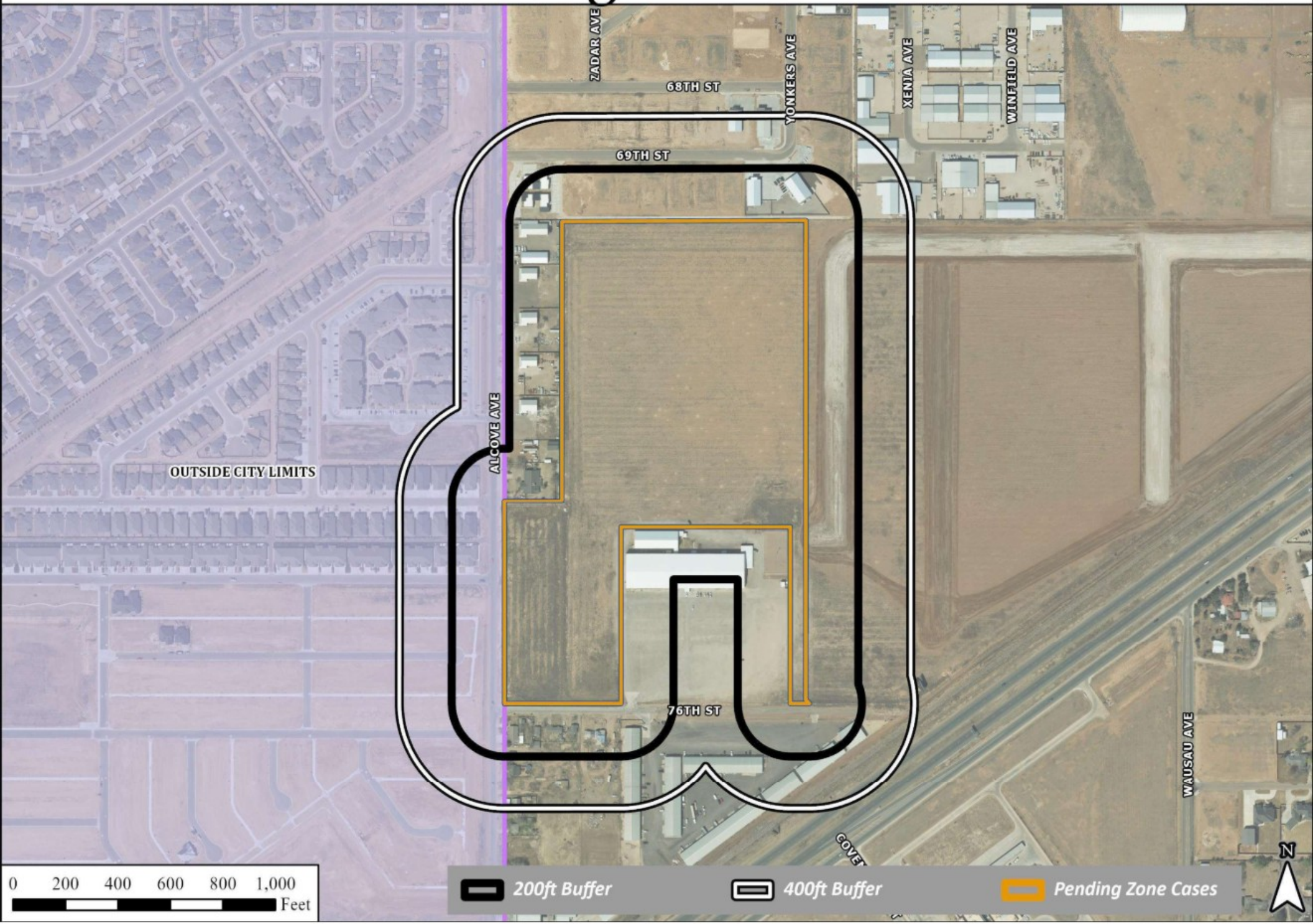
Sixty-eight properties are shown in favor, with green hashes upwards left to right.

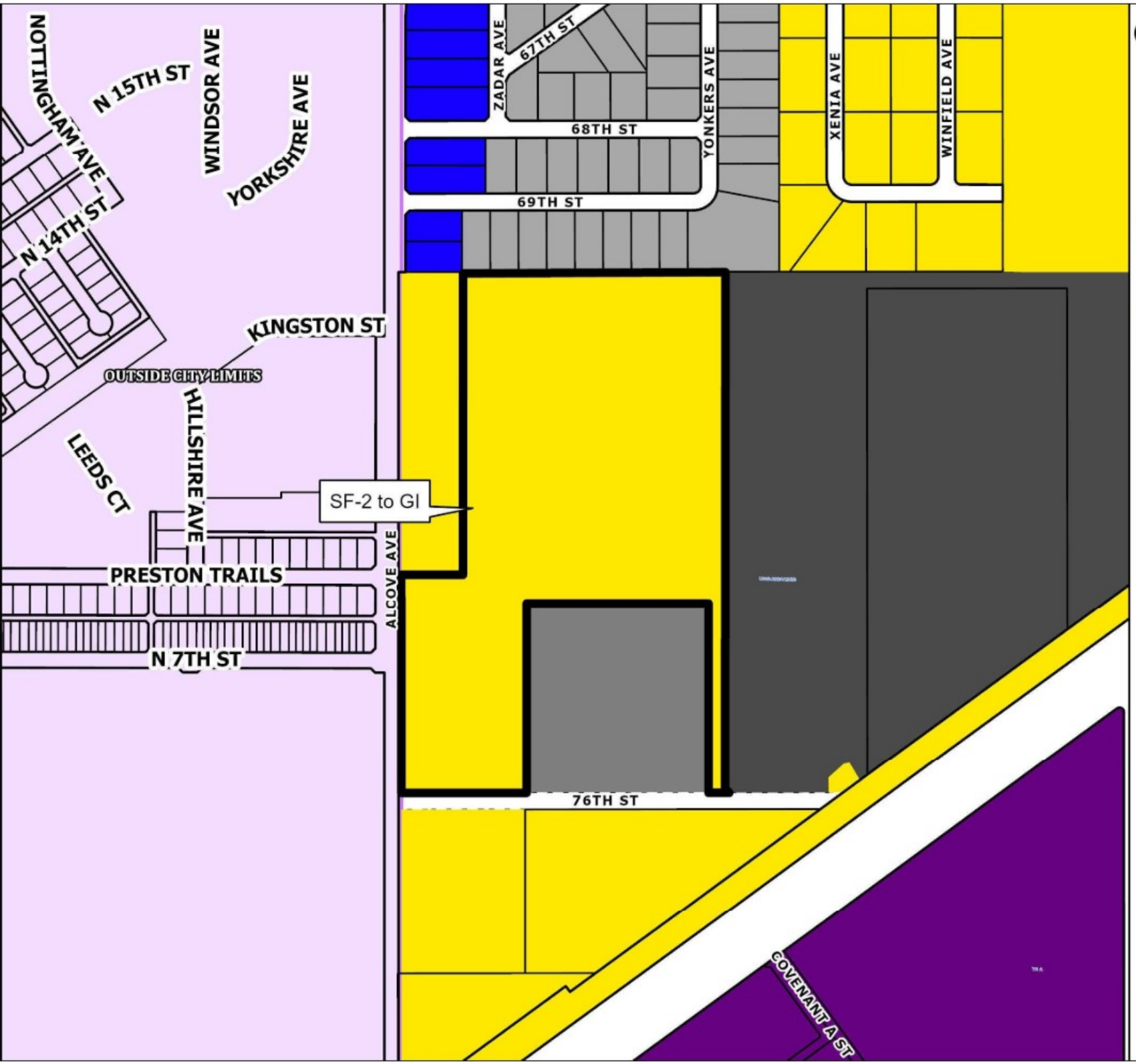
City of Lubbock TEXAS

PLANNING

Date: 8/27/2026

Zoning Case 3559





Current Zoning
3559

Zoning Districts

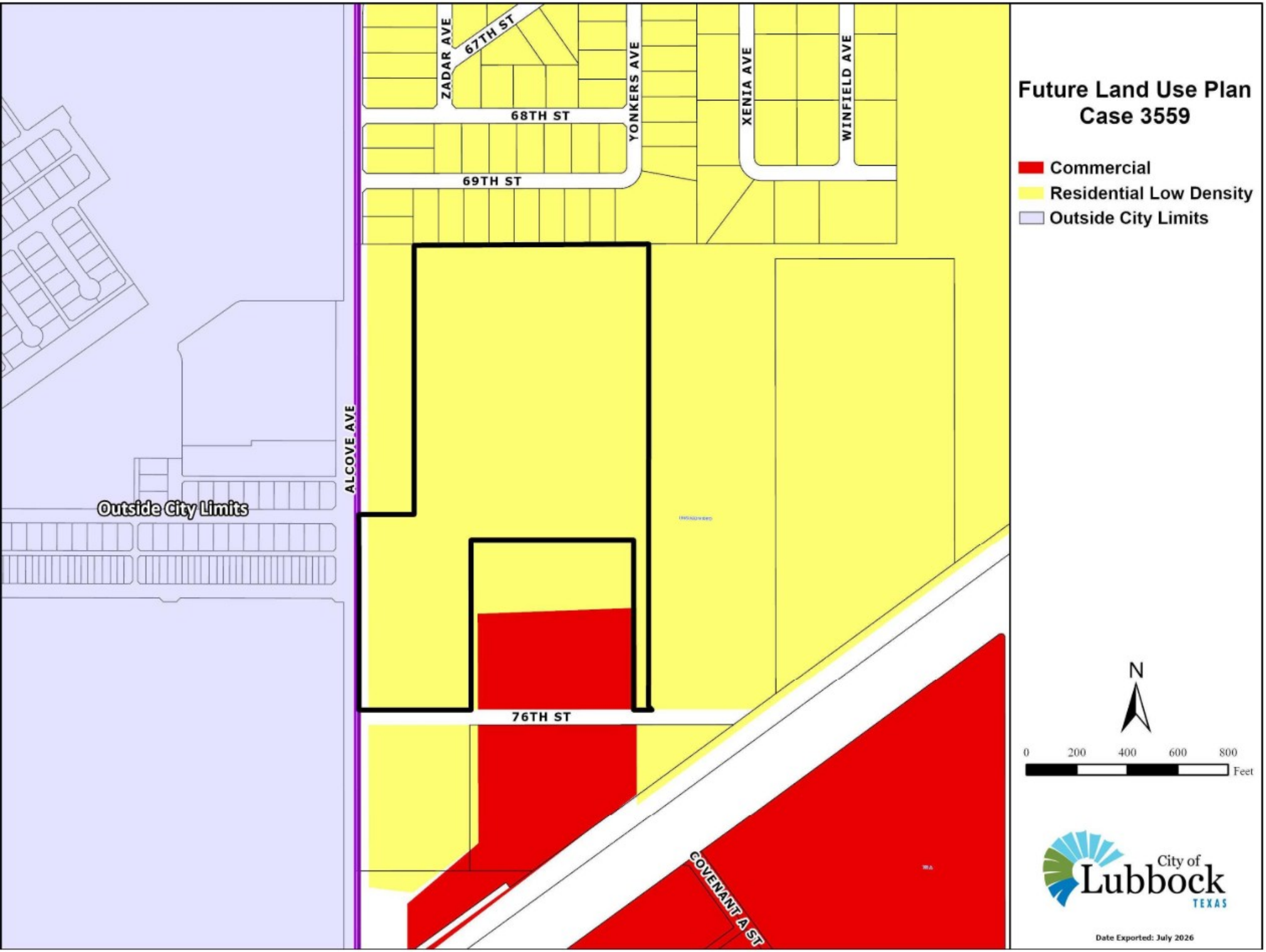
- General Industrial (GI)
- Heavy Commercial (HC)
- Industrial Park (IP)
- Light Industrial (LI)
- Office (OF)
- Low Density Single Family (SF-2)

N

0 200 400 600 800 Feet

City of Lubbock TEXAS

Date Exported: July 2026


ZADAR AVE
67TH ST
68TH ST
YONKERS AVE
XENIA AVE
WINFIELD AVE
69TH ST
ALCOVE AVE
Outside City Limits
76TH ST
COVENANT A ST
Future Land Use Plan
Case 3559
Commercial
Residential Low Density
Outside City Limits
N
0
200
400
600
800
Feet
City of
Lubbock
TEXAS
Date Exported: July 2026

3559



View east. Subject property.



View west.



View north.



View south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: East of Alcove Avenue and North of 76th Street

Lots/Tracts: See metes and bounds attached

Survey & Abstract: Section 31, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 33.3

Existing Land Use: Vacant Land Existing Zoning: Single Family (SF-2)

Requested Zoning: GI

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name:

Name: Hugo Reed and Associates, Inc.

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: June 25, 2026 Printed Name: Terry Holeman

Owner Information

Firm Name:

Owner: Loop 88 LLC

Address: PO Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: June 25, 2026 Printed Name: Thomas Payne

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:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3559***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Alex Scarborough

Signature: Alex Scarborough

Address: 5104- 34th

Address of Property Owned: 7401 - Alcove Ave, Lubbock, TX 79407

Phone Number: 806 799 3677

Email: alexs@tomstreeplace.com

Zone Case Number: **3559** R131172 Recipient 69 of 118

COUNTRY GARDENS LLC
5104 34TH ST

LUBBOCK TX 79410

RECEIVED
AUG 27 2026
BY:

AI# 14547
Regular City Council Meeting **6. 4.**
09/22/2026:

Information

Agenda Item

Public Hearing - Planning (District 6): Consider a request for Zone Case 2538-UU, a request of Seventeen Services, LLC, for JKC Ranch, LLC, for a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC), at 8805 and 8825 34th Street, located south of 34th Street and west of Inler Avenue, on 25.87 acres of unplatted land out of Block D-6, Section 7, 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 has no objection to the request. The Planning and Zoning Commission heard this case on September 3, 2026, and recommended approval of the request by a unanimous vote of 9-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2838-UU
Staff Report 2538-UU
Documentation 2538-UU

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE 2538-UU; A ZONING CHANGE FROM LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2) AND HEAVY COMMERCIAL DISTRICT (HC) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC) AND HEAVY COMMERCIAL DISTRICT (HC), AT: 8805 AND 8825 34TH STREET, LOCATED SOUTH OF 34TH STREET AND WEST OF INLER AVENUE, ON 25.87 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 7, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the 2040 Future Land Use Plan, adopted by the City Council in 2018, 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, Seventeen Services, LLC, for JKC Ranch, LLC, filed the necessary paperwork to request a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC), at: 8805 and 8825 34th Street, located south of 34th Street and west of Inler Avenue, on 25.87 acres of unplatted land out of Block D-6, Section 7, City of Lubbock, Lubbock County, Texas; and

WHEREAS, the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council that they approve the proposed change in zoning classification; 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, 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 Loc. Gov't Code §211.007, and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

ZONE CASE NO. 2538-UU

SECTION 1. 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 Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC), at: 8805 and 8825 34th Street, located south of 34th Street and west of Inler Avenue, on 25.87 acres of unplatted land out of Block D-6, Section 7, City of Lubbock, Lubbock County, Texas.

METES AND BOUNDS DESCRIPTION: See attached *Exhibit A.*

SECTION 2. A 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. 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. 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

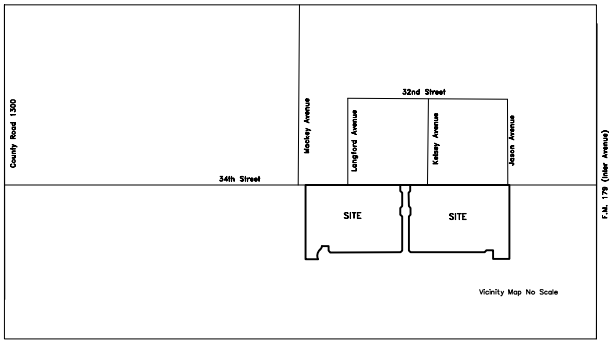
APPROVED AS TO FORM:

Heather Heinrich, Assistant City Attorney

ccdocs II/ORD.2026.ZC 2538-UU 8805 and 8825 34th Street
September 22, 2026

FINAL PLAT

Tracts "EEE" THROUGH "CCCC" INLER BUSINESS PARK ADDITION, an Addition of the City of Lubbock, Lubbock County, Texas, and a tract of land out of Section 7, Block D-6, Lubbock County, Texas.



Scale: 1" = 80'

CONTAINS 24.51 ACRES WITHIN THE PLAT LIMITS

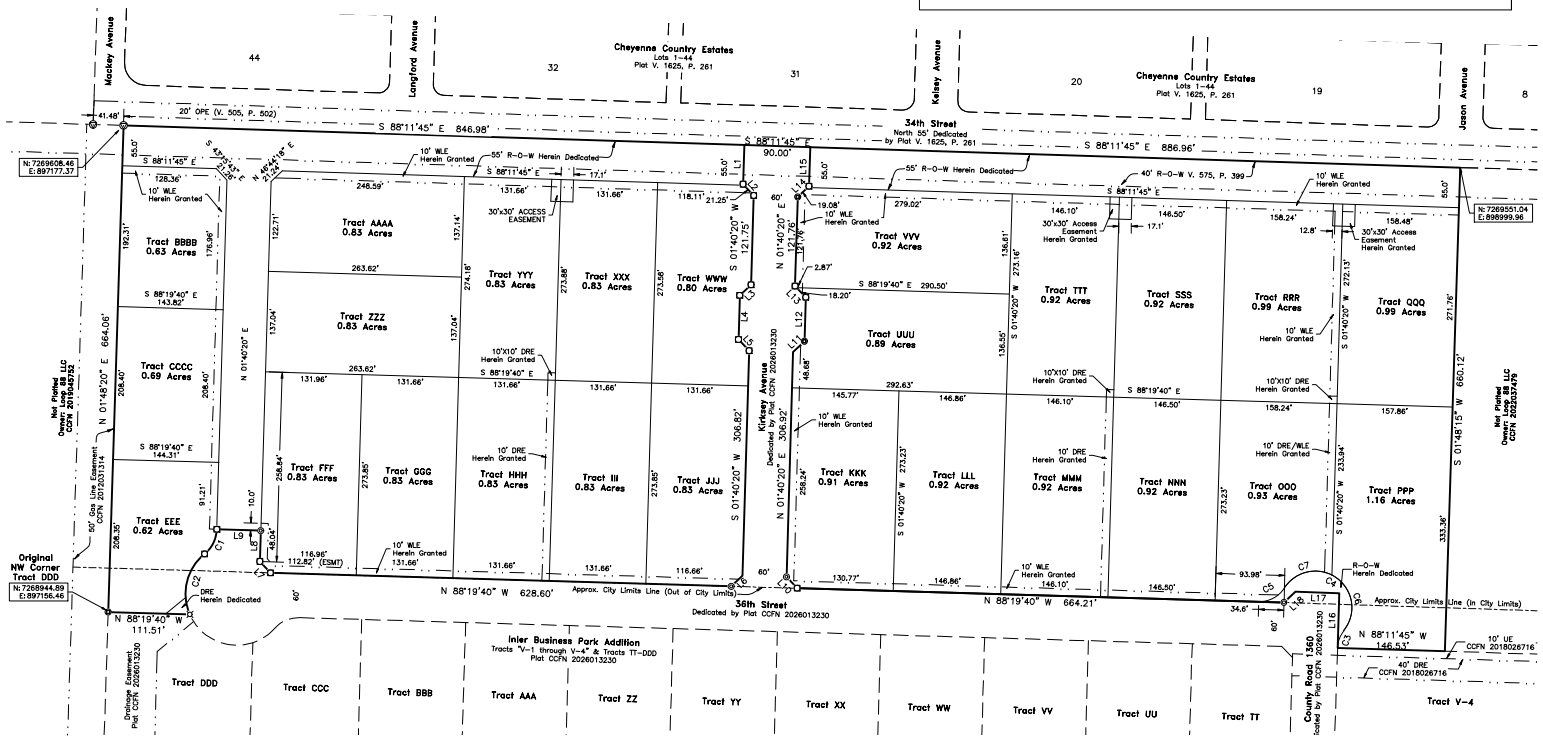
1. "Heavy lines indicate plat limits.";
2. "All streets, alleys, and easements within plat limits are herein dedicated unless noted otherwise";
3. "No building permit shall be issued on any survey certificate that is not in accordance with an approved Final Plat and infrastructure and final drainage analysis acceptance by the Lubbock Code of Ordinances";
4. "All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of Article 37.01 of the Lubbock Code of Ordinances";
5. "All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the expense of the entity requesting such installation";
6. "All easements herein granted shall entitle the City or the utility company using such easements to the right to remove, repair or replace any lines, pipes, conduits, or poles within such easements as may be determined by the city or utility company without the city or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such repair, removal, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed";
7. "Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Section 28.14.004(o), and Section 28.09.131(28) of the Lubbock Code of Ordinances."

Survey Control: Bearings and coordinates are relative to the Texas Coordinate System of 1983, North Central Zone, as determined by the HxGN SmartNet Network. Distances are surface distances, U.S. Survey Feet.

UUE – UNDERGROUND UTILITY EASEMENT
DRE – DRAINAGE EASEMENT
ACE – ACCESS EASEMENT
WLE – WATER LINE EASEMENT
CCFN – Lubbock County Clerk File Number
LPL – Lubbock Power and Light
TPE – Transformer Pad Easement

- Fd. 1/2" Rod (Record Dignity†)
- Fd. 1/2" Rod With Green Cap (Delta)(Record Dignity†)
- Fd. 1/2" Rod With Yellow Cap (LJA)(Record Dignity)
- Fd. Mag Nail With Washer

0' 80' 160' 240'



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	45.00'	38.62'	37.44'	S 26°21'29" W	49°10'03"
C2	70.00'	91.30'	84.97'	S 13°39'25" W	74°44'11"
C3	40.00'	25.63'	25.19'	N 20°12'26" E	36°42'37"
C4	50.00'	162.52'	99.85'	N 54°33'22" W	186°14'12"
C5	40.00'	41.43'	39.60'	S 61°59'56" W	59°20'48"
C6	50.00'	88.59'	77.45'	N 12°11'51" W	101°31'11"
C7	50.00'	73.93'	67.38'	S 74°41'03" W	84°43'01"

LINE	BEARING	DISTANCE
L1	S 01°48'15" W	53.54'
L2	S 43°14'16" E	21.25'
L3	S 46°40'20" W	21.21'
L4	S 01°40'20" W	60.00'
L5	S 43°19'40" E	21.21'
L6	S 46°40'20" W	21.21'
L7	N 43°18'31" W	21.22'
L8	N 01°40'20" E	42.18'
L9	N 88°19'40" W	60.01'
L10	N 43°19'40" W	21.21'
L11	N 46°40'20" E	21.21'
L12	N 01°40'20" E	60.00'
L13	N 43°19'40" W	21.07'
L14	N 46°45'08" E	21.04'
L15	N 01°48'15" E	53.61'
L16	N 01°51'08" E	74.60'
L17	N 88°08'52" W	60.00'
L18	S 46°45'44" W	21.25'

Approved this _____ day of _____, 20 _____ by the Director of Planning, or designee, of the City of Lubbock, Texas

For Review Only, Do Not Record

Director of Planning

Approved this _____ day of _____, 20 _____ by the Commissioners Court of the County of Lubbock

For Review Only, Do Not Record

Approved _____ County Judge

Approved _____ County Clerk

KNOW ALL MEN BY THESE PRESENTS

That I, ZACHARY J. WELLS, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

For Review Only, Do Not Record

REGISTERED PROFESSIONAL LAND SURVEYOR, # 7188 LUBBOCK, TEXAS
May 27, 2026

ABACUS LAND SURVEYING
Count on It
806-745-9970
5807 16th Street
LUBBOCK, TEXAS
TEXAS SURVEYING FIRM NO. 101153DO

S:\COORDINATES\Finals\Inler BP Phase 3\Inler BPPhase3Exhibit.dwg, 5/27/2026 4:09:20 PM, DWG To PDF.pc3

Planning Department
City of Lubbock

Staff Report	Zone Case 2538-UU
City Council Meeting	September 22, 2026

Applicant Seventeen Services, LLC

Property Owner JKC Ranch, LLC

Council District 6

Prior Board or Council Action

- September 27, 1984, Ordinance No. 8660: The subject property was annexed into city limits and zoned Transition District (T).
- October 10, 1985, Zone Case 2538, Ordinance No. 8827: The subject property was rezoned from T to Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from R-1 to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- July 2, 2026, Zone Case 2538-SS: A request to rezone the subject property from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC) was denied by the Planning and Zoning Commission by a vote of 1-5-0.
- September 3, 2026, Zone Case 2538-UU: The Planning and Zoning Commission recommended approval of a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC) by a unanimous vote of 9-0-0.

Notification Summary

- Notifications Sent: 38
- Received In Favor: 1
- Received In Opposition: 6

Site Conditions and History

The subject property is unplatted, and undeveloped.

Adjacent Property Development

Properties to the east and north are zoned SF-2, with Heavy Commercial District (HC) to the east. Property to the south is outside of city limits. There are commercial structures to the east, single family homes to the north and vacant land to the west and south. There is ongoing construction for commercial properties to the south.

Zoning Request and Analysis

Item Summary

The subject property is located at 8805 and 8825 34th Street, located south of 34th Street and west of Inler Avenue, on 25.44 acres of unplatted land out of Block D-6, Section 7. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC).

Current zoning: **Low Density Single-Family District (SF-2)**

Current and Requested zoning: **Heavy Commercial District (HC)**

Requested Zoning: **Neighborhood Commercial District (NC)**

Purpose Statements

The purpose of the existing Low Density Single-Family District (SF-2) is to provide two types of residential subdivisions:

A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.

B. Cluster. Clustering of smaller-sized lots for dwellings with 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 existing and requested Heavy Commercial District (HC) 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 purpose of the requested Neighborhood Commercial District (NC) is "…to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses."

Traffic Network/Infrastructure Impacts

The subject property is located along 34th Street which is designated as a Principal Arterial according to the Master Thoroughfare Plan 2018. It is currently partially complete. 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. Although the requested zone change is not consistent with this designation, it would be appropriate considering the proximity to nearby commercial property, and the location along a Principal Arterial thoroughfare. Additionally, the requested Neighborhood Commercial (NC) would serve as a buffer to the Heavy Commercial (HC) portion of the request (Lubbock 2040, pg. 60). Therefore, this request is in moderate conformance with the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is compatible with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property may be suitable for the proposed zone change and the uses allowed in the Heavy Commercial District.

Conclusion
Staff has no objection to the request.

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. Response Letters

Staff Contacts

Shane Spencer, AICP
Senior Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 2538-UU

Allowable Uses: Heavy Commercial District (HC) and Neighborhood Commercial District (NC)

Transportation: The proposed development has a point of access from 34th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
34th Street, Principal Arterial, Partial.	R.O.W. 96 feet, 2 lane, undivided, paved.	R.O.W 110 feet, 7 lane, undivided, paved

Engineering Comments: No Comments

Public Works Comments: No Comments

Building Safety Comments: No Comments

Fire Marshall Comments: No Comments

***Draft Planning and Zoning Commission Minutes*:**

District 6

3.4 **Zone Case 2538-UU:** Seventeen Services, LLC, for JKC Ranch, LLC, request for a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC), at:

- 8805 and 8825 34th Street, located south of 34th Street and west of Inler Avenue, on 25.87 acres of unplatted land out of Block D-6, Section 7.

SENIOR PLANNER SHANE SPENCER gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT TYLER GENTRY, 1500 Broadway Suite 203, with Seventeen Services, LLC, gave comments about the request and answered questions from the Commission.

OPPOSED DON HUTCHINGS, 3209 Kelsey Avenue, advised he would prefer if the entire subject property was NC zoning.

OPPOSED DEAN JOHNSON, 3211 Kelsey Avenue, advised the NC zoning appears to be a smoke screen to appease the PZC. It will not hide much of the HC. He is concerned about noise and debris. They would love to see a park built in this location.

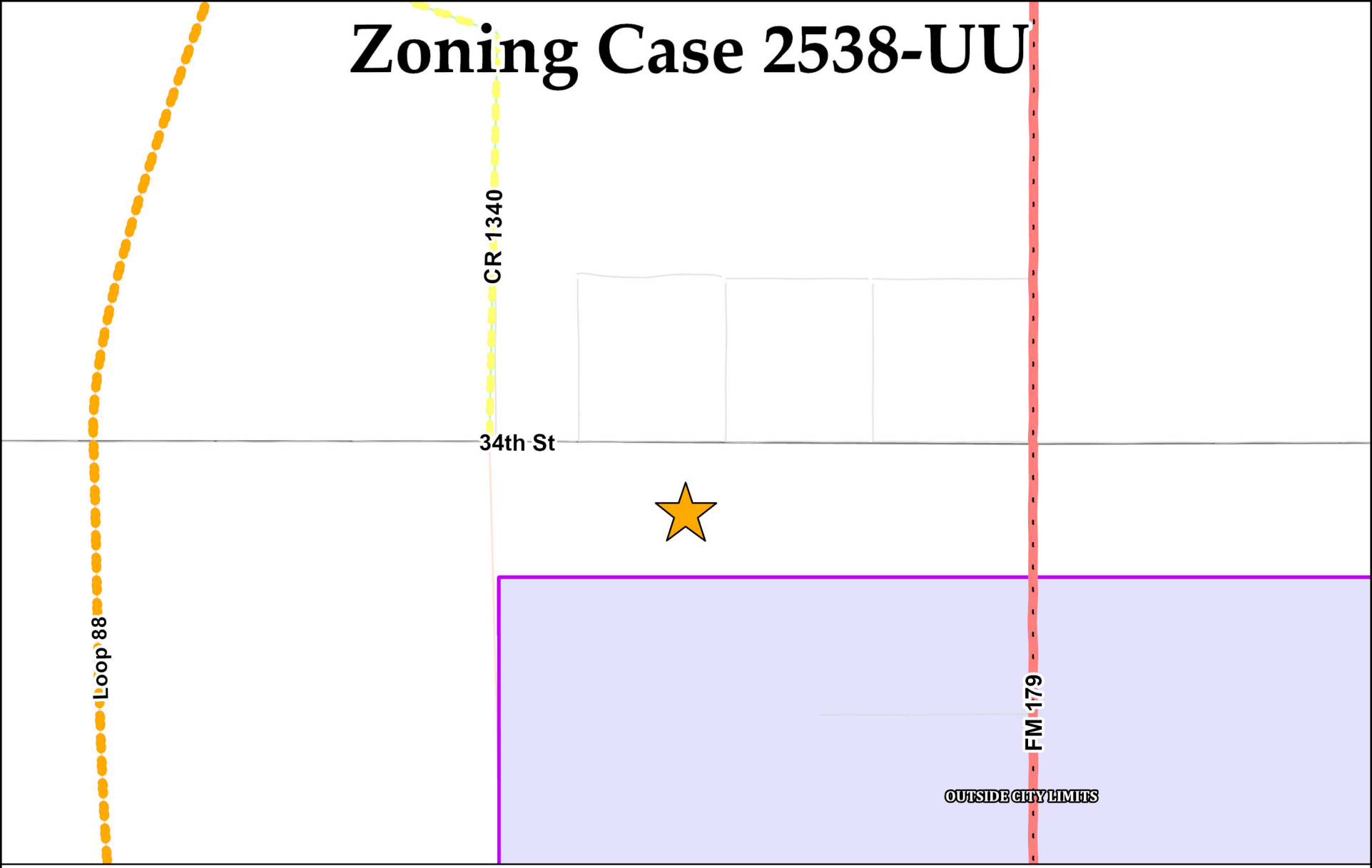
OPPOSED KATHRYN VOLANOS, 3208 Jason Avenue, advised they retired to be in this neighborhood. The most important thing to her is safety. She is concerned about noise and light pollution. They live in a very nice neighborhood. There is industrial on the other side of town – why can't we put it over there and keep houses on this side of this city? It is zoned for low-density housing.

IN FAVOR KEITH MCNEESE, 5301 112th Street, with JKC Ranch, LLC, advised 34th Street is going to grow and the city is growing that way. They build a great product and have deed restrictions. They do not want automotive uses – they want businesses.

IN FAVOR JOE SWAN, 5301 112th Street, with JKC Ranch, LLC, advised 34th Street will be a main corridor. They want to be good neighbors and the town is growing that way. They are providing a buffer with the NC zoning.

In the matter of **Zone Case 2538-UU**, a motion was made by **ROBERT WOOD** and seconded by **STACEY ROGERS** to approve the request as presented. The Commission voted 9 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 2538-UU



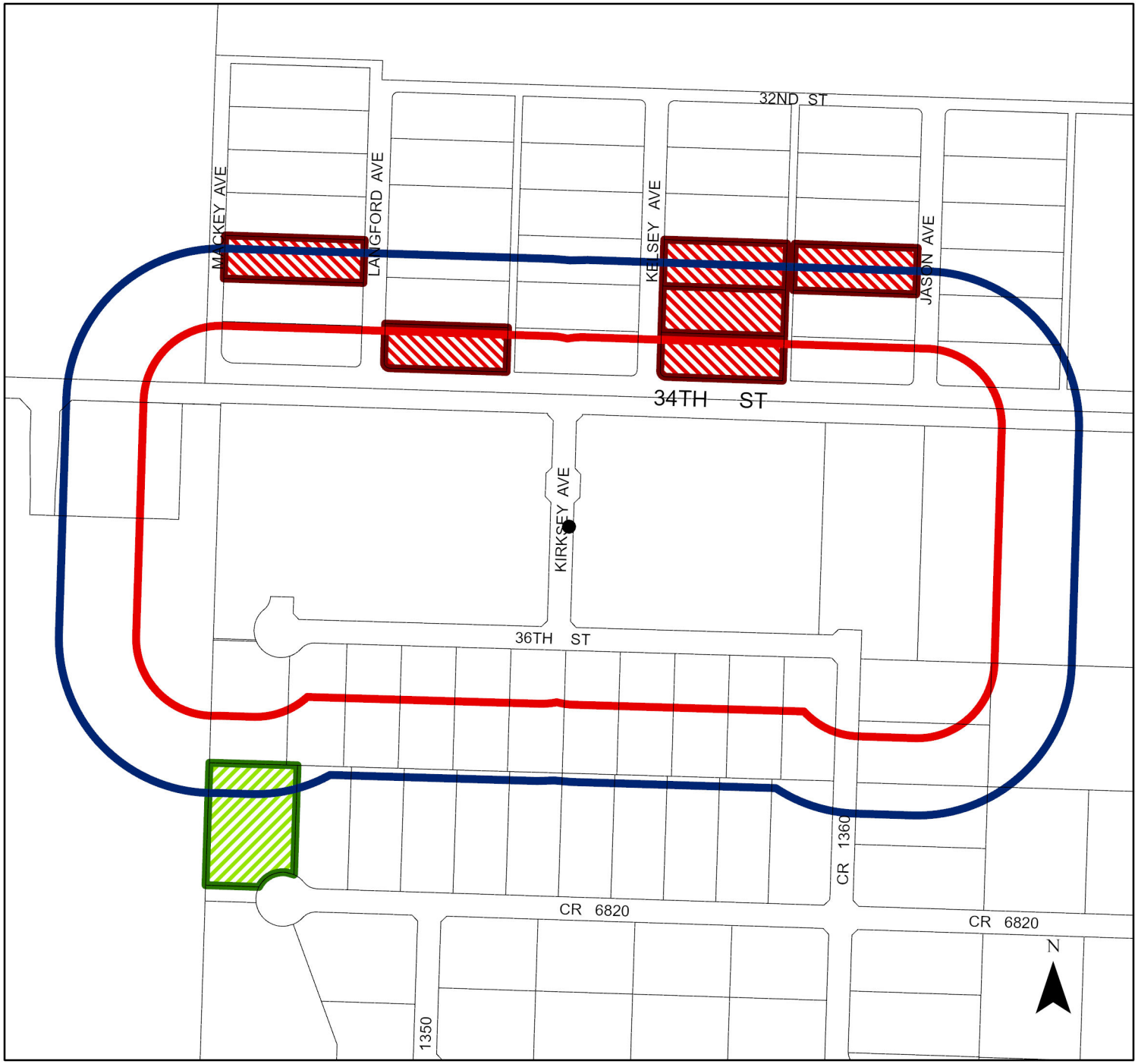
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2026

PZC Mailout Notifications Received

Zone Case 2538-UU



Legend

- LocatorPnt_2538_UU
- MailoutBuffer_2538_UU_200ft
- MailoutBuffer_2538_UU_400ft

Notification Result

- In Favor
- Opposed

Accessibility Alternative Text:

A map is displayed showing the subject property with buffers at 200 and 400 ft.

One property is shown in opposition, with red hashes downwards left to right.

One property is shown in favor, with green hashes upwards left to right.

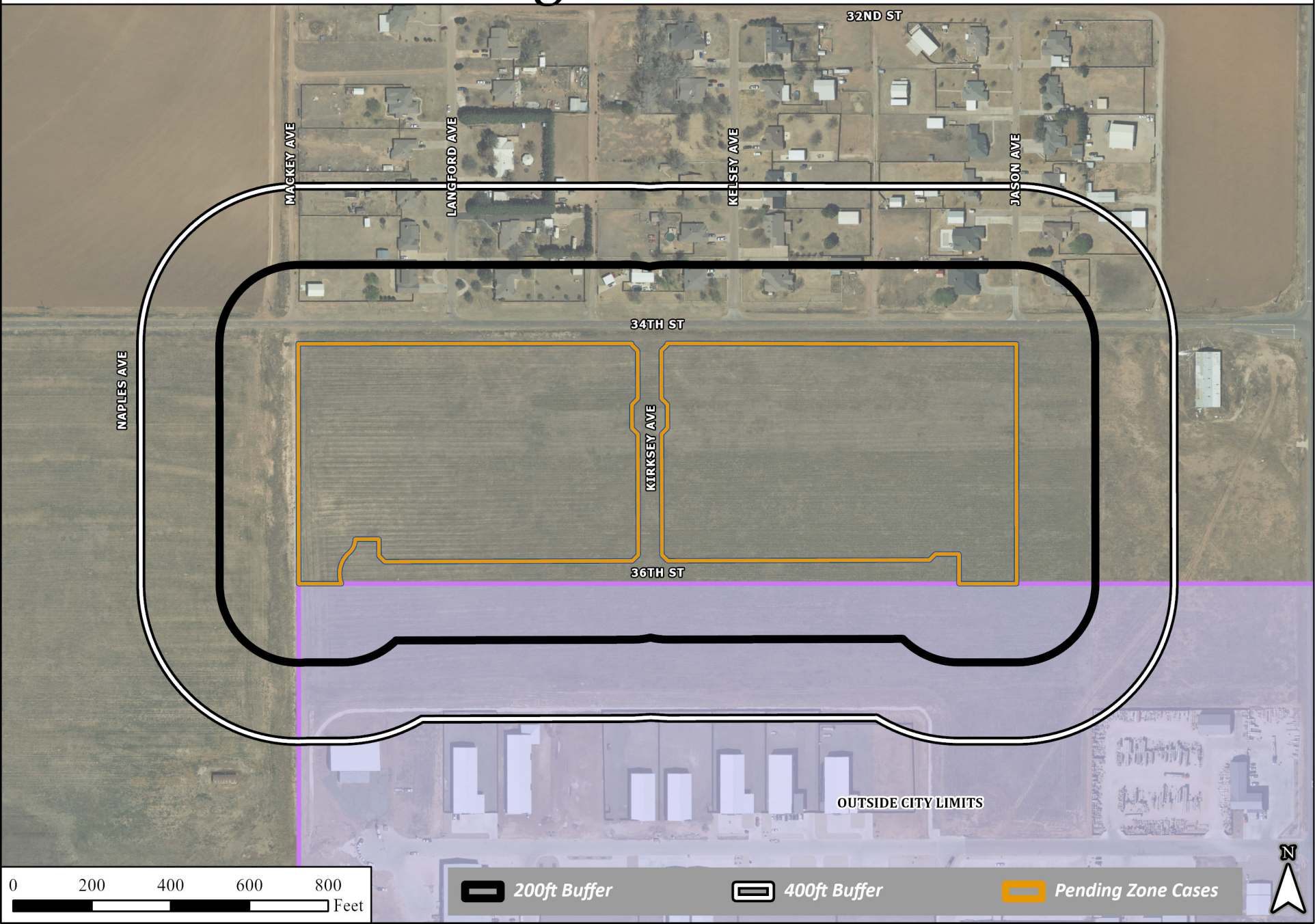
0 115 230 460 690 920 Feet

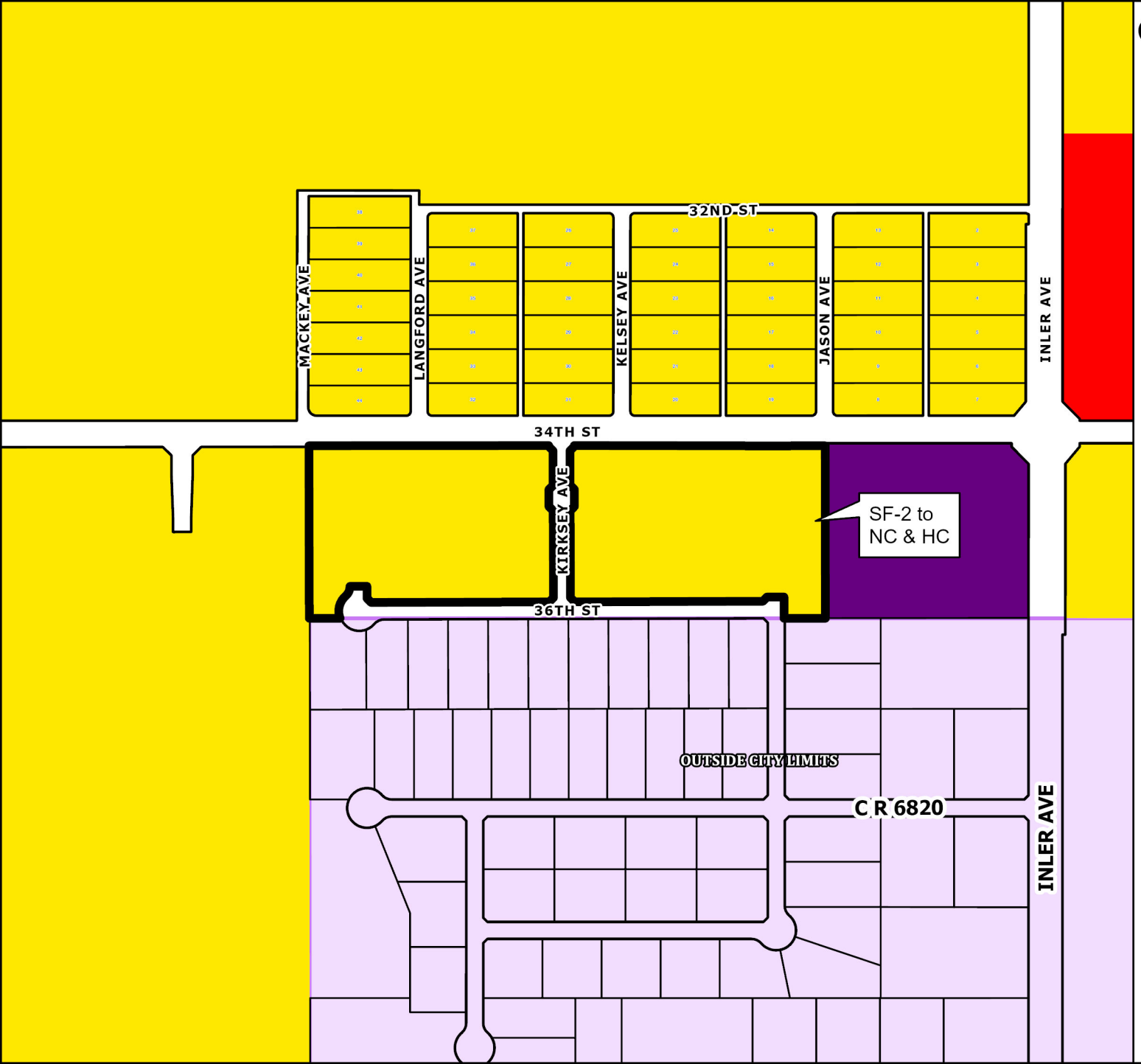
Date: 9/4/2026

City of Lubbock TEXAS

PLANNING

Zoning Case 2538-UU





Current Zoning
2538-UU

Zoning Districts

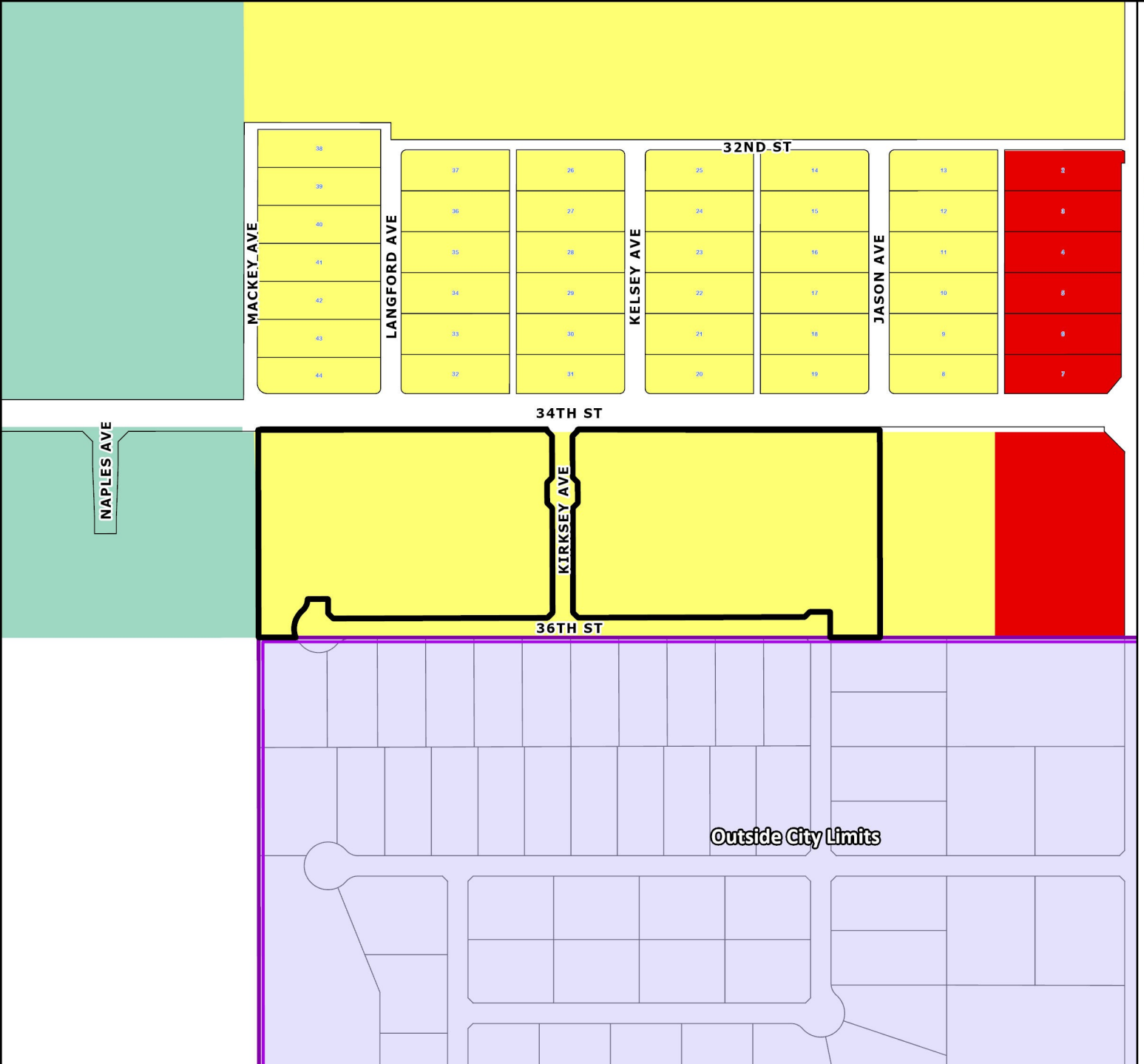
- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- Low Density Single Family (SF-2)
- Outside City Limits

N

0 200 400 600 800 Feet

City of Lubbock TEXAS

Date Exported: August 2026



Future Land Use Plan
Case 2538-UU

- Commercial
- Mixed Use
- Residential Low Density
- Outside City Limits

N

0 200 400 600 Feet

City of Lubbock TEXAS

Date Exported: August 2026

2538-UU



View south. Subject property.



View east.



View north.



View west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 8805 34th Street & 8825 34th Street

Lots/Tracts: R338575 & R338576

Survey & Abstract: Attached

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 25.87

Existing Land Use: Vacant Existing Zoning: SF-2

Requested Zoning: Neighborhood Commercial along 34th and Heavy commercial along 36th. See attached exhibit

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services LLC

Name: Jeremy Vardaman

Address: 1500 Broadway Suite 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806.787.8533 Email: jeremy@17services.com

Applicant's Signature:

Date: 2026.07.30 Printed Name: Jeremy Vardaman

Owner Information

Firm Name: JKC Ranch, LLC

Owner:

Address: 5301 112th Street City: Lubbock State: TX

ZIP Code: 79424 Telephone: Email:

Property Owner's Signature:

Date: 7-29-26 Printed Name: Keith McNeese

Preparer Information

Preparer's Signature:

Date: 2026.07.30 Printed Name: Jeremy Vardaman

For City Use Only

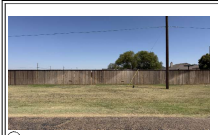
Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



1 VIEW FROM SOUTH DRIVE LOOKING NORTH



2 VIEW FROM LANGFORD AVENUE LOOKING SOUTH



3 VIEW FROM SOUTH ACCESS EASEMENT LOOKING NORTH



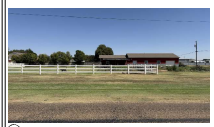
4 VIEW FROM ALLEY LOOKING SOUTH



5 VIEW FROM KIRKSEY AVENUE LOOKING NORTH



6 VIEW FROM KELSEY AVENUE LOOKING SOUTH



7 VIEW FROM SOUTH ACCESS EASEMENT LOOKING NORTH



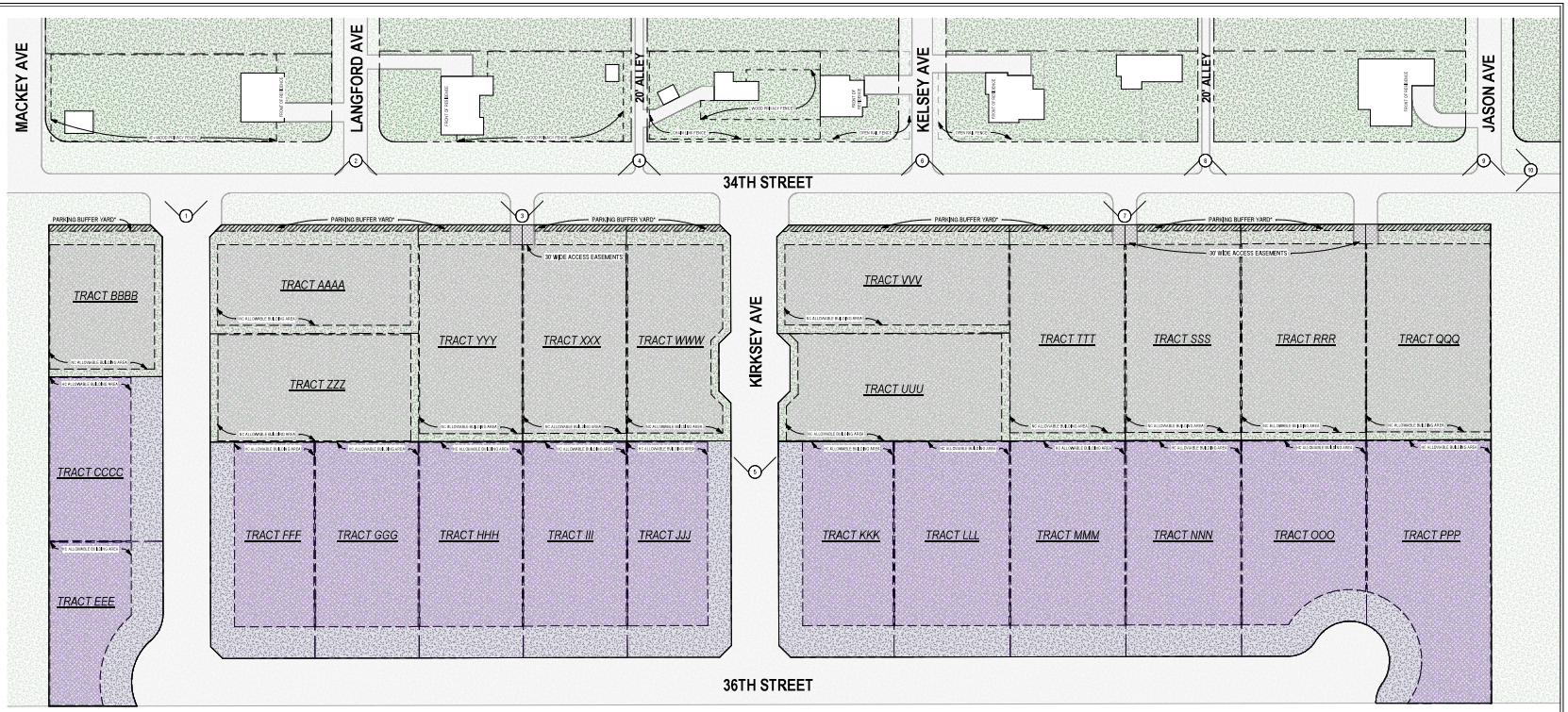
8 VIEW FROM ALLEY LOOKING SOUTH



9 VIEW FROM JASON AVENUE LOOKING SOUTH



10 VIEW FROM EAST OF JASON AVENUE LOOKING WEST



A SITE AREA EXHIBIT
1" = 60'-0"

GENERAL NOTES:
RESIDENCES LOCATION AND SIZE IS AN APPROXIMATION BASED ON PUBLICLY AVAILABLE INFORMATION.

* - PARKING BUFFER YARD ASSUMES PARKING IS IN FRONT OF BUILDING AND EXCEEDS THE MINIMUM REQUIREMENT NEEDED TO TRIGGER THE BUFFER YARD BASED ON ADOPTED UDC

REVISIONS:

NO.	DESCRIPTION	DATE

INLER BUSINESS PARK - PHASE 3

17services.com

JEREMY VARDAMAN
REGISTERED TEXAS
ARCHITECT #29146

PRELIMINARY DRAFT

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
2026.07.30

SEVENTEEN SERVICES LLC
TEXAS ARCHITECTURE FIRM BR 3014

1500 BROADWAY ST, SUITE 203
LUBBOCK, TX 79401
806.787.8533
TYLER@17SERVICES.COM

PROJECT NUMBER	3099
DATE	2026.07.30
DRAWN BY	JV
SHEET SIZE	E1 30X42

SITE AREA EXHIBIT

EX1

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City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2538-UU***

In Favor

Opposed X

Reasons and/or Comments:

Print Name Joel Jaime

Signature: Joel Jaime

Address: 3207 Langford Ave

Address of Property Owned: 3207 Langford Ave

Phone Number: (806) 548-0443

Zone Case Number: **2538-UU** R106624
JAIME JOEL & JOSIE
3207 LANGFORD AVE
LUBBOCK TX 79407-4600

RECEIVED
AUG 27 2026
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Marc McDougal

Signature: [signature]

Address: 1500 Broadway, LBK TX 79401

Address of Property Owned: 9014 CR 6820

Phone Number: 806-793-0703

Zone Case Number: **2538-UU** R351641 Recipient 8 of 38
WEST SHADOW HILLS LC
1500 BROADWAY STE 1500
LUBBOCK TX 79401

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ____

Opposed X

Reasons and/or Comments:

We wish to remain a Low Density Singlefamily There is high traffic, heavy lights that blind our security cameras. The trucks are loud and they are tearing up the street. If approved for heavy Commercial it would be too close to home. There is no need to go From low to High or Heavy Commercial The owners of the three streets purchase in this area to be outside of Lubbock County and to have low traffic and fewer homes.

Print Name Cubit Q Johnson and Consola D. Canton-Johnson

Signature: Cubit Consola Canton Johnson

Address: 3210 Langford Ave Lubbock TX 79407

Address of Property Owned: 3210 Langford Ave, Lubbock TX 79407

Phone Number: (806) 928-2461 or (806) 281-8287

Zone Case Number: **2538-UU** R173304 Recipient 32 of 38
JOHNSON CUBIT Q & CONSOLA D
3210 LANGFORD AVE
LUBBOCK TX 79407

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ___

Opposed X

Reasons and/or Comments:

Safety! Quality of life, Noise and Light pollution, traffic and infrastructure No big trucks of heavy equipment coming into neighborwith no outlets, Property value, Why build on west side when east side of Loop 289 is already a commercial Area.

Print Name Kathy Volanos

Signature: K Volanos

Address: 3208 JASON AVE

Address of Property Owned: 3208 JASON AVE

Phone Number: (909) 240-3942

Zone Case Number: **2538-UU** R173269 Recipient 31 of 38
VOLANOS RICHARD & KATHRYN
3208 JASON AVE
LUBBOCK TX 79407-4606

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***2538-UU***

In Favor ____

Opposed ✓

Reasons and/or Comments:
We are against rezoning because it could cause the property value to decrease, increased traffic, safety concerns for our children who play outside, loss of residential character, noise + lights late at night, dangers of commercial traffic and less privacy.

Print Name Victor Gomez

Signature: [signature]

Address: 3207 Kelsey Ave

Address of Property Owned: 3207 Kelsey Ave

Phone Number: 806-782-2150

Zone Case Number: **2538-UU** R166239

Recipient 20 of 38

JOHNSON D DEAN & JANICE
3211 KELSEY AVE
LUBBOCK TX 79407

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***2538-UU***

In Favor ____

Opposed X

Reasons and/or Comments:

CONCERNED THAT PROPERTY VALUES WILL DECLINE
TRAFFIC WILL INCREASE. HEAVY TRAFFIC WILL BE CONTINUOUS
TRASH & DEBRIS WILL BE CONSTANT
INCREASE IN CRIME W/ MORE EXPOSURE
NO GUARANTEE WHAT WILL BE BUILT ACROSS FROM US
WILL STILL HAVE THE LOOK & FEEL OF AN INDUSTRIAL PARK

Print Name DEAN & JANICE JOHNSON

Signature: [signature]

Address: 3211 KELSEY

Address of Property Owned: SAME

Phone Number: 806-535-8090

Zone Case Number: **2538-UU** R166239 Recipient 20 of 38
JOHNSON D DEAN & JANICE
3211 KELSEY AVE
LUBBOCK TX 79407

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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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.:** ***2538-UU***

In Favor ____

Opposed X

Reasons and/or Comments:

Would prefer all land to be (NC). The current area of (HC) has created excess noise pollution + large amounts of traffic. You can hear current businessed loading + unloading @ 6 AM, not to mention construction crews.

Print Name Don Hutchings

Signature: [signature]

Address: 3209 Kelsey Ave

Address of Property Owned: 3209 Kelsey Ave

Phone Number: 806-675-6105

Zone Case Number: **2538-UU** R165273 Recipient 38 of 38
HUTCHINGS, DON
3209 KELSEY AVE
LUBBOCK TX 79407

AI# 14548
Regular City Council Meeting **6. 5.**
09/22/2026:

Information

Agenda Item

Public Hearing - Planning (District 6): Consider a request for Zone Case 2538-VV, a request of Max Dreasher, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 7729 19th Street, located east of Alcove Avenue and south of 19th Street, Dreasher 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 has no objection to the request. The Planning and Zoning Commission heard this case on September 3, 2026, and recommended approval of the request by a unanimous vote of 9-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2838-VV
Staff Report 2538-VV
Documentation 2538-VV

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE 2538-VV; A ZONING CHANGE FROM LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2) TO AUTO-URBAN COMMERCIAL DISTRICT (AC), AT: 7729 19TH STREET, LOCATED EAST OF ALCOVE AVENUE AND SOUTH OF 19TH STREET, DREASHER ADDITION, LOT 1, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the 2040 Future Land Use Plan, adopted by the City Council in 2018, 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, Max Dreasher filed the necessary paperwork to request a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at: 7729 19th Street, located east of Alcove Avenue and south of 19th Street, Dreasher Addition, Lot 1, City of Lubbock, Lubbock County, Texas; and

WHEREAS, the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council that they approve the proposed change in zoning classification; 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, 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 Loc. Gov't Code §211.007, and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

ZONE CASE NO. 2538-VV

SECTION 1. 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 Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at: 7729 19th Street, located east of Alcove Avenue and south of 19th Street, Dreasher Addition, Lot 1, City of Lubbock, Lubbock County, Texas.

SECTION 2. A 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. 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. 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:

_____
Heather Heinrich, Assistant City Attorney

ccdocs II/ORD.2026 ZC 2538-VV 7729 19th Street
September 22, 2026

Planning Department
City of Lubbock

Staff Report	Zone Case 2538-VV
City Council Meeting	September 22, 2026

Applicant Max Dreasher

Property Owner Max Dreasher

Council District 6

Prior Board or Council Action

- September 26, 1984, Ordinance No. 8660: The subject property was annexed into city limits and zoned Transition District (T).
- October 9, 1985, Ordinance No. 8827: The subject property was rezoned from Transition District (T) to Low Density Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from Low Density Single-Family District (R-1) to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- September 3, 2026, Zone Case No. 2538-VV: The Planning and Zoning Commission recommended approval of a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC) by a unanimous vote of 9-0-0.

Notification Summary

- Notifications Sent: 14
- Received In Favor: 5
- Received In Opposition: 0

Site Conditions and History

The subject property was platted on October 16, 1987, as Dreasher Addition, Lot 1, and is currently developed with two commercial buildings.

Adjacent Property Development

A property to the northwest is zoned Low Density Single-Family District (SF-2) and is developed with a single-family home, The additional properties to the north are zoned Light Industrial District (LI) and are developed with previously residential buildings converted to commercial use, and light industrial-use accessory buildings. The property to the south and east is zoned Low Density Single-Family District (SF-2) and is developed with a high-density residential building that is currently vacant. The property to the west is zoned Heavy Commercial District (HC) and is developed with a commercial building.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7729 19th Street, located east of Alcove Avenue and south of 19th Street, Dreasher Addition, Lot 1. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Auto-Urban Commercial District (AC)**

Purpose Statements

The purpose of the existing Low Density Single-Family District (SF-2) is to provide for two subdivision types:

> 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 resource protection.

The purpose of the requested Auto-Urban Commercial District (AC) is "…to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking."

Traffic Network/Infrastructure Impacts

The subject property fronts 19th Street. The Master Thoroughfare Plan, 2018, designates 19th Street as a Principal Arterial Street. Arterial Streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property

The subject property is currently zoned as Low Density Single-Family District (SF-2). The requested change to a commercial designation is consistent with its frontage to an Arterial street, as well as adjacency to other properties with industrial and commercial uses that also front 19th Street.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for low density residential land use. The proposed zone change to commercial land use is in moderate conformance due to adjacency to other properties with industrial and commercial uses that also front 19th Street.

Conformance with Zoning Ordinance

The proposed zone change is compatible 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 zone change and the uses allowed in the Auto-Urban Commercial District.

Conclusion
Staff has no objection to the request.

Attachments
A. Case Information
B. Thoroughfare Plan Map
C. Response Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documents
I. Response Letters

Staff Contacts

Jamie Magar
Planner
Planning Department
806-775-2107
jmagar@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 2538-VV

Allowable Uses: Auto-Urban Commercial District (AC)

Transportation: The proposed development has points of access from 19th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19th Street, Principal Arterial Street, *Incomplete*	R.O.W 64 feet, four-lane, divided, paved.	R.O.W 110 feet, six-lane, divided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 6

3.5 **Zone Case 2538-VV:** Max Dreasher, request for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at:

- 7729 19th Street, located east of Alcove Avenue and south of 19th Street, Dreasher Addition, Lot 1.

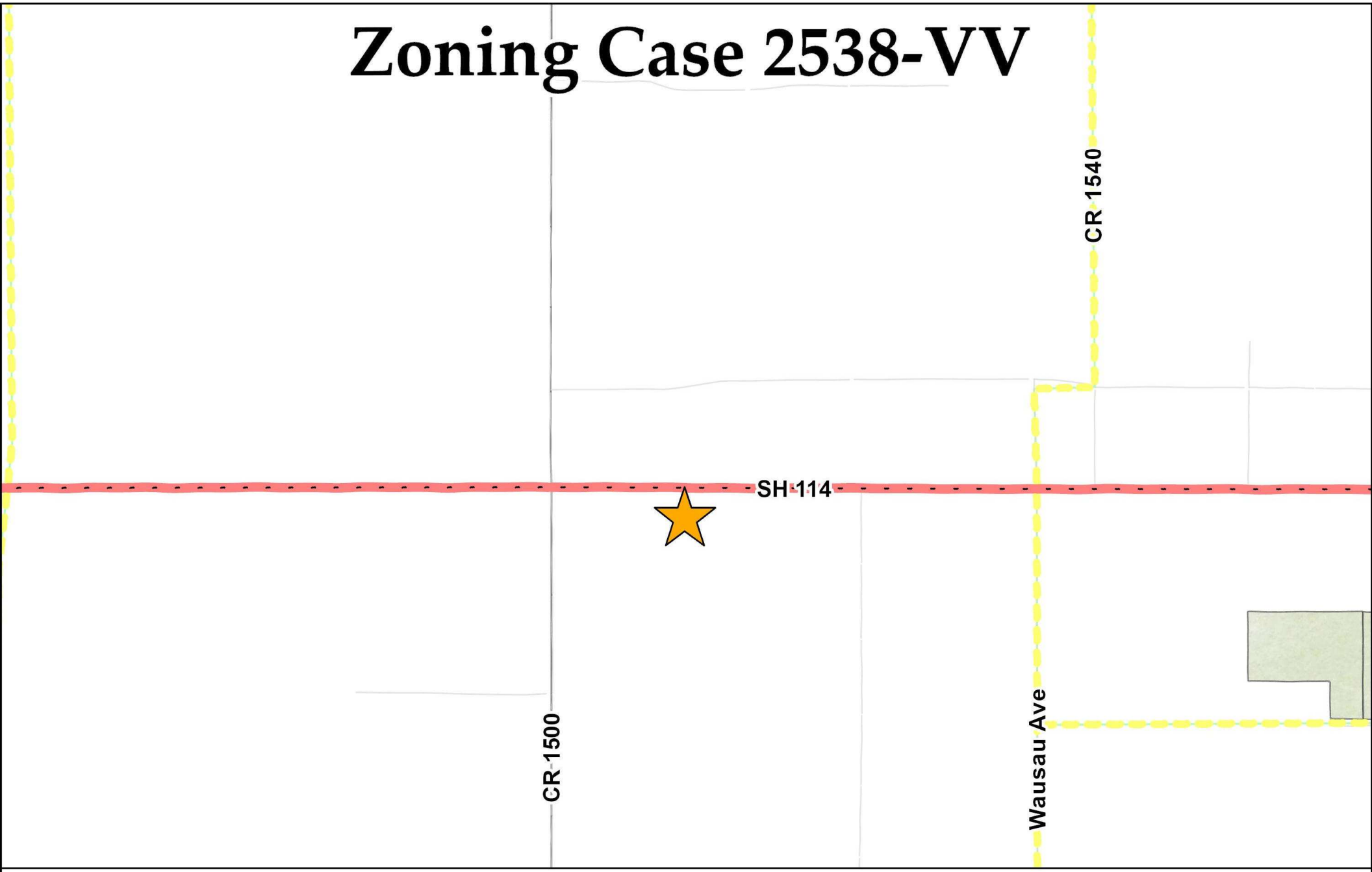
PLANNER JAMIE MAGAR gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT MAX DREASHER, 7729 19th Street, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 2538-VV**, a motion was made by **TAREK REDWAN** and seconded by **SCOTT GLOYNA** to approve the request as presented. The Commission voted 9 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

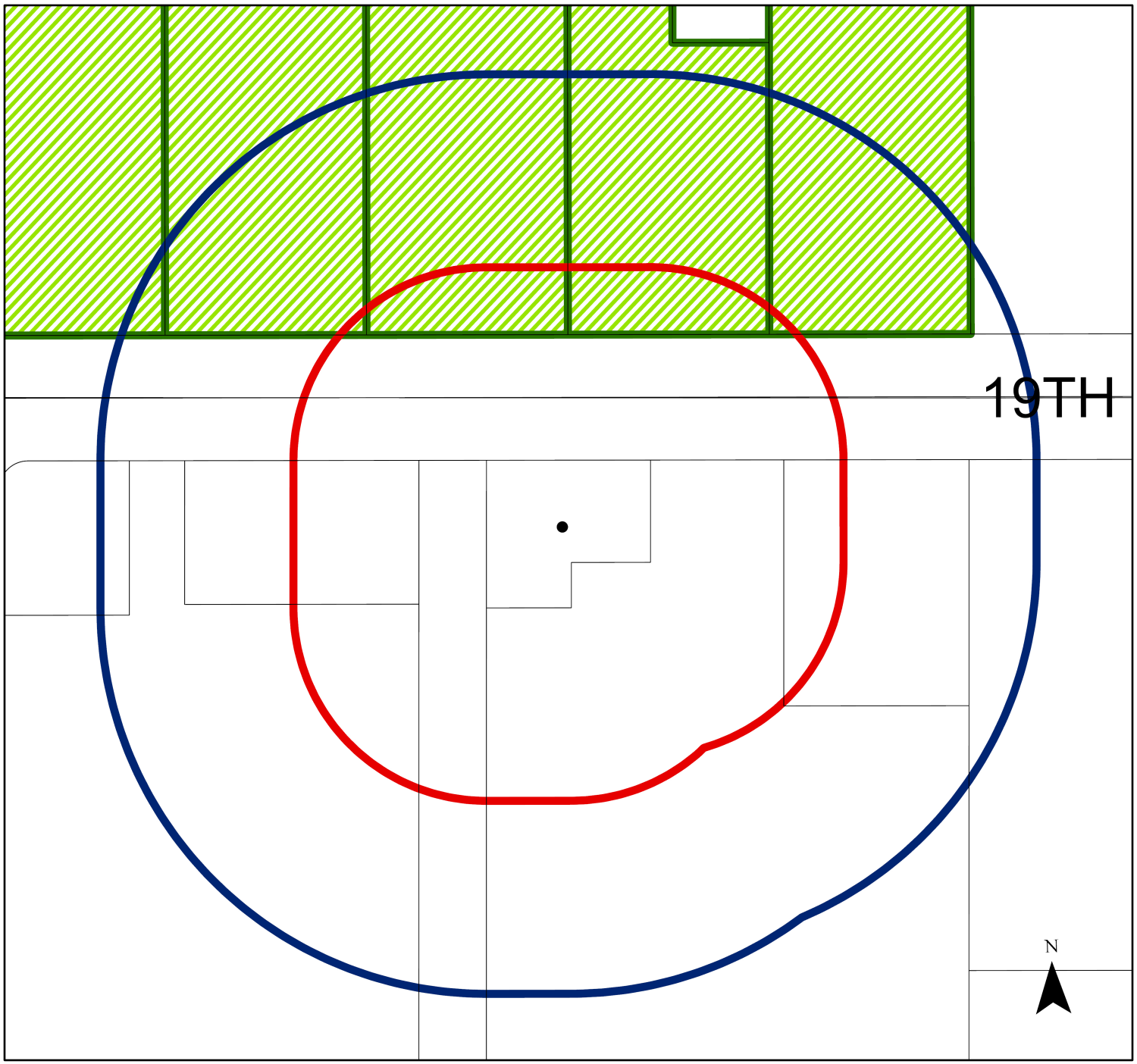
Zoning Case 2538-VV



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2026



PZC Mailout Notifications Received

Case 2538-VV

Legend

- Property Location
- 200ft Buffer
- 400ft Buffer

Notification Result

- In Favor
- Opposed

Accessibility Alternative Text:

A map is displayed showing the subject property with buffers at 200 and 400 ft.

Zero properties are shown in opposition, with red hashes downwards left to right.

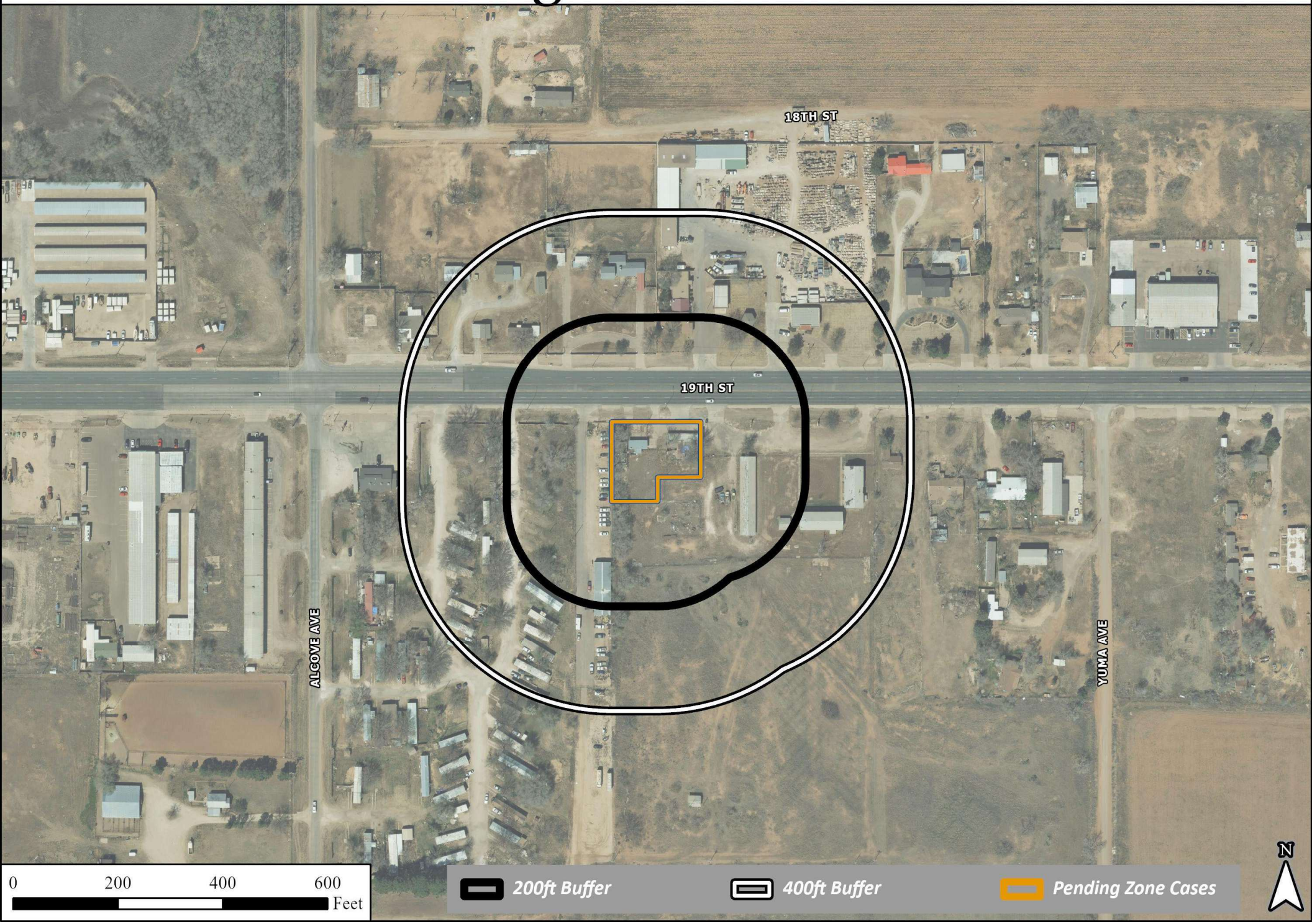
Five properties are shown in favor, with green hashes upwards left to right.

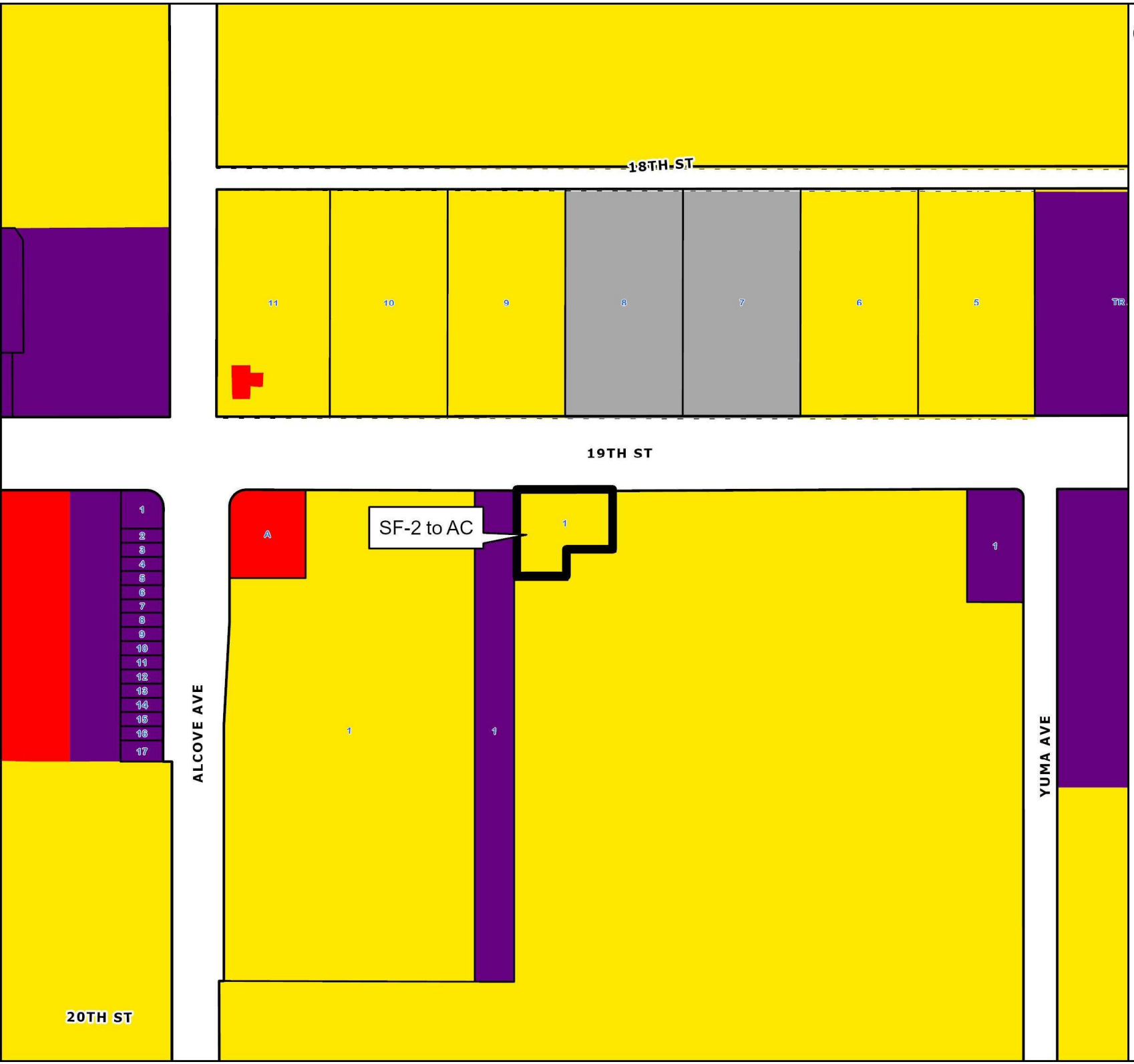
Date: 8/25/2026

City of Lubbock TEXAS

PLANNING

Zoning Case 2538-VV





Current Zoning
2538-VV

Zoning Districts

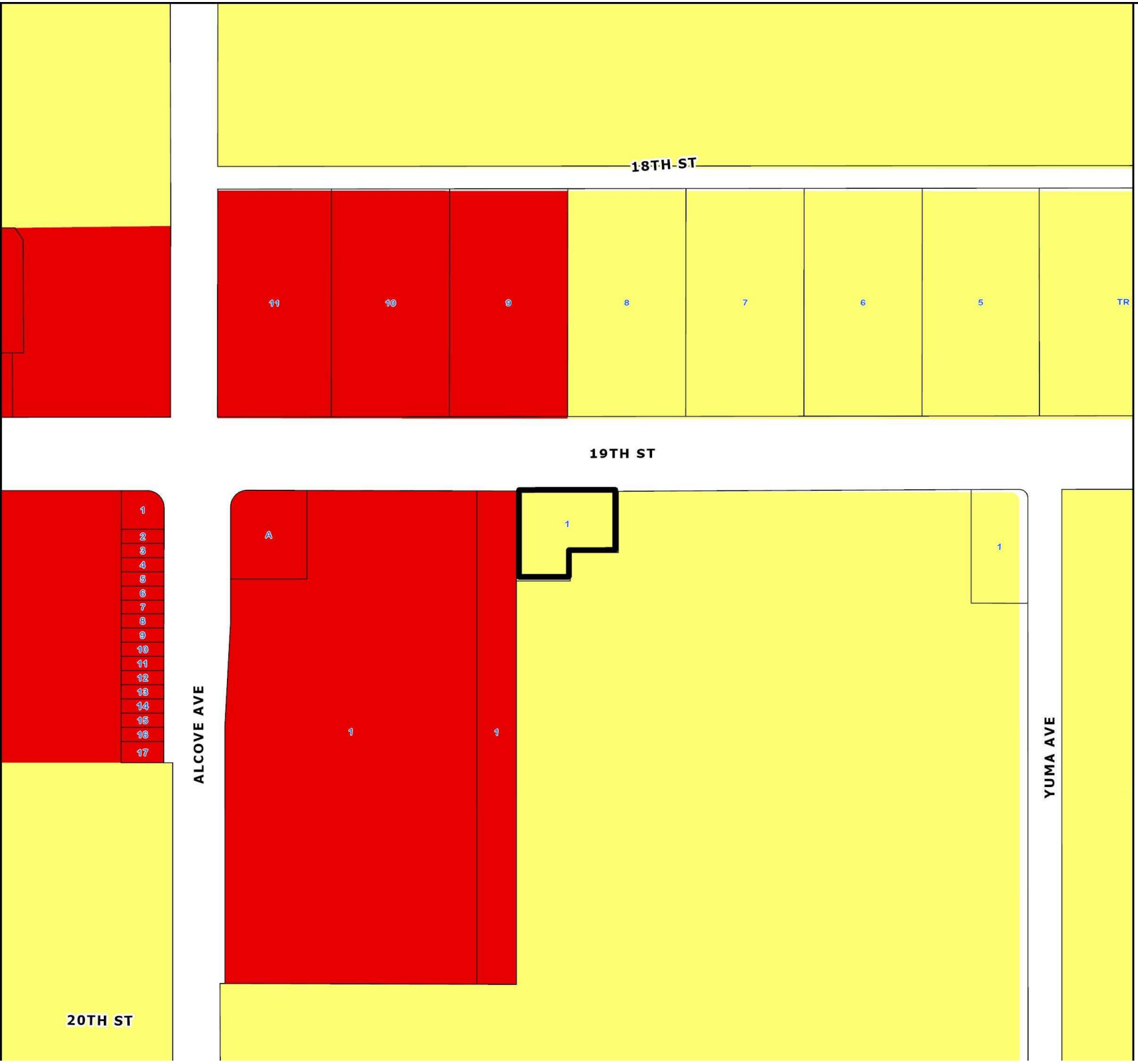
- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- Light Industrial (LI)
- Low Density Single Family (SF-2)

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: August 2026



Future Land Use Plan
Case 2538-VV

Commercial

Residential Low Density

N

0 100 200 300 400 Feet

City of Lubbock TEXAS

Date Exported: August 2026

2538-VV



View south. Subject property.



View north.



View west.



View east.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7729 & 7731 W 19th

Lots/Tracts: _____

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____

Existing Land Use: Commercial Existing Zoning: SF-2

Requested Zoning: AC

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

Owner Information

Firm Name: Max Dreasher

Owner: _____

Address: 7422 CR 6170 City: Shallowater State: Tx

ZIP Code: 79363 Telephone: 806 789 7910 Email: Max Dreasher @ Gmail.c

Property Owner's Signature: [signature]

Date: 2-3-26 Printed Name: Max D Dreasher Jr

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: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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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.:** ***2538-VV***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Sheri D. Sisson

Signature: Sheri Sisson

Address: 7726 19th St. Lubbock, Tx 79407

Address of Property Owned: 7726 19th St. Lubbock, Tx 79407

Phone Number: 806-795-3141

Zone Case Number: **2538-VV** R96220 Recipient 5 of 14
SISSON, SHERI DENISE
7726 19TH ST
LUBBOCK TX 79407

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.:** ***2538-VV***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Sheri White

Signature: Sheri S White

Address: 7726 19th St. Lubbock, TX 79407

Address of Property Owned: 7726 19th St, Lubbock, TX 79407

Phone Number: 806-795-3141

Zone Case Number: **2538-VV** R97631 Recipient 8 of 14
WHITE SHERI &
STANLEY & KEVIN SISSON 7726 19TH ST
LUBBOCK TX 79407

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.:** ***2538-VV***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Sheri White

Signature: Sheri S White

Address: 7726 19th St, Lubbock, TX 79407

Address of Property Owned: 7726 19th St, Lubbock, TX 79407

Phone Number: 806-795-3141

Zone Case Number: **2538-VV** R97198 Recipient 7 of 14
WHITE SHERI &
STANLEY & KEVIN SISSON 7726 19TH ST
LUBBOCK TX 79407

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2538-VV***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Sheri White

Signature: Sheri S White

Address: 7726 19th St. Lubbock TX 79407

Address of Property Owned: 7726 19th St., Lubbock, TX 79407

Phone Number: 806-795-3141

Zone Case Number: **2538-VV** R96752 Recipient 6 of 14
WHITE SHERI &
STANLEY & KEVIN SISSON 7726 19TH ST
LUBBOCK TX 79407

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2538-VV***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Sisson Acres Limited Sheri White

Signature: Sheri White

Address: 7720 19th St. Lubbock, TX 79407

Address of Property Owned: 7720 19th St., Lubbock, TX 79407

Phone Number: 806-795-3141

Zone Case Number: **2538-VV** R96024 Recipient 4 of 14
SISSON ACRES LIMITED
7720 19TH ST
LUBBOCK TX 79407

AI# 14555
Regular City Council Meeting **6. 6.**
09/22/2026:

Information

Agenda Item

Resolution - Planning: Consider a resolution amending the Special Projects in Neighborhoods (SPIN) Program, in conjunction with the Neighborhood Planning Program, which provides up to $10,000 in funding for neighborhood-initiated projects on City property.

Item Summary

In April 2022, the City of Lubbock City Council established the Special Projects in Neighborhoods (SPIN) Program, formerly known as the Neighborhood Project Program. The purpose of this program is to improve the quality of life within neighborhoods by providing funding for neighborhood-led projects. These projects can help enhance a neighborhood's sense of pride, while beautifying the neighborhood itself. The program provides up to $10,000 in funding for each project.

The program is being amended to include quarterly application cycles throughout the year, where staff will review and present applications to the Keep Lubbock Beautiful Committee. Keep Lubbock Beautiful will determine which projects to fund.

Fiscal Impact

Funding is available through Capital Improvement Project 92706 Neighborhood Plan Development and Implementation, which currently has $377,606 available.

Staff/Board Recommending

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

Attachments

Resolution - SPIN Program
SPIN Program Regulations
SPIN Program Application

RESOLUTION

WHEREAS, the City Council of the City of Lubbock approved Resolution No. 2022-R0213 on April 26, 2022, adopting the "Neighborhood Project Program", later renamed to the Special Projects in Neighborhoods (SPIN) program, designed to empower neighborhoods to have input on improving the quality of life within neighborhoods through neighborhood-led public projects that enhance a neighborhood's sense of pride and beautify the neighborhood; and

WHEREAS, the mission of the Keep Lubbock Beautiful Advisory Committee of the City of Lubbock, whose committee members are citizens appointed by the City Council, is to preserve a beautiful and sanitary environment that is beneficial to the health, safety and welfare of the citizens of Lubbock; and

WHEREAS, believes that incorporating the Keep Lubbock Beautiful Advisory Committee into the SPIN program approval process helps accomplish the goals of both Keep Lubbock Beautiful and the SPIN program; NOW THEREFORE,

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LUBBOCK, THAT:

1. The SPIN program guidelines, as revised and attached hereto as *Exhibit A*, are hereby adopted by the City Council and are incorporated herein as though set forth fully herein.

2. All neighbor-led project applications submitted pursuant to the SPIN program for funding shall be presented to and approved by the Keep Lubbock Beautiful Advisory Committee whose decision shall be final and binding.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Matt Wade, City Attorney

ccdocs II/RES.Special Projects in Neighborhoods (SPIN) Keep Lubbock Beautiful
September 22, 2026



SPECIAL PROJECTS IN NEIGHBORHOODS

Special Projects in Neighborhoods (SPIN) program

Empowering citizens to improve their neighborhoods by funding neighborhood led projects.

City of Lubbock TEXAS



Contact us:

Wilson Bowling
Neighborhood Planner
806-775-3224
WBowling@mylubbock.us

City of Lubbock Planning
806-775-2108
CityPlanning@mylubbock.us

Visit us:

Citizens Tower
1st Floor – Development Services
1314 Avenue K
Lubbock, Texas 79401

Our website:

https://mylubbock.us/departments/planning

OVERVIEW

Introduction

Lubbock City Council approved the current Comprehensive Plan, ***PlanLubbock 2040,*** in December 2018. Beginning a formalized Neighborhood Planning Program was one of the top five implementation strategies prioritized in the Plan. The City has been adopting Neighborhood Plans tailored to individual neighborhoods, starting in Districts 1 and 2, as directed by the Comprehensive Plan, but has now implemented an additional program in these Districts, known as the Special Projects in Neighborhoods (SPIN) program.

The purpose of this program is to empower citizens to improve their neighborhoods, by providing funding for neighborhood led projects, which will enhance a neighborhood's sense of pride and beautify the neighborhood.

The completion cost of projects submitted for consideration cannot exceed $10,000 for each project. Projects will be considered on a quarterly basis throughout the year. Please refer to the application schedule at the end of this packet.

PROJECT ELIGIBILITY

Eligible Projects

All projects must be for the benefit of the public and shall be on public land. Below are examples of eligible projects, but applicants are encouraged to submit all ideas which meet the criteria for consideration.

- Public Art
  - Murals
  - Sculptures
- Beautification
  - Landscaping along arterial street corridors
  - Park improvements
  - Native plant restoration
  - Community gardens
- Right-of-Way
  - Benches
  - Bicycle racks
  - Planters
  - Bus stops
- Identification
  - Neighborhood/subdivision entrance sign
  - Street sign toppers

Ineligible Projects

Projects that are not on public land or for the benefit of the public are ineligible. This includes, but is not limited to: private community amenities such as a pool or club house, maintenance or replacement of projects previously funded through this program, maintenance of a current or ongoing activity, or projects that do not comply with local, state, or federal law

APPLICATION PROCESS

Project applications may be submitted through the online Citizen Self-Service (CSS) portal at:

https://egovaccess.ci.lubbock.tx.us/EnerGov_Prod/SelfService/#/home

Alternatively, a pdf application may be downloaded from the City website at:
https://ci.lubbock.tx.us/departments/planning/neighborhoods/neighborhood-projects

Please submit the application using one of the following methods:

- Email the application to CityPlanning@mylubbock.us
- Mail the application to:
  - City of Lubbock – Planning Department
    PO Box 2000
    Lubbock, Texas 79457
- Bring the application to:
  - Citizens Tower
    1st Floor – Planning Department
    1314 Avenue K
    Lubbock, Texas 79401

PROJECT EVALUATION AND SELECTION

Project Evaluation

All applications will be reviewed by a committee consisting of representatives from the following City of Lubbock Departments. Staff will evaluate each application and provide feedback on feasibility, long-term maintenance requirements, etc. This feedback will be provided to **Keep Lubbock Beautiful** when they consider which projects to fund.

- Planning Department
- Public Health Department
- Parks and Recreation Department
- Development Engineering Division
- Traffic Engineering
- Code Enforcement Department
- Police Department
- Community Development Department
- Citibus
- Solid Waste

The number of projects awarded will be up to **Keep Lubbock Beautiful** and will be dependent on available funding.

The City reserves the right to deny any project deemed inappropriate, offensive, infeasible, discriminatory, or for any other reason within the City's sole discretion.

Project Criteria	
Category	**Questions to Consider**
Public Benefit	Does the project improve the quality of life of the neighborhood and provide a benefit to the residents of the local community? ○ How well does this project meet a safety, aesthetic, environmental, or accessibility need of the neighborhood? ○ How accessible will this project be to the general public and neighborhood residents? ○ How does this project fulfill long term goals of the City of Lubbock?
Neighborhood Maturity	Does the age or condition of the neighborhood show a need for the project? ○ When was the neighborhood established? ○ What is the history of the neighborhood? ○ Has the neighborhood been growing or declining in recent years?
Community Support	Do the residents of the neighborhood support the project? ○ How will this project benefit the residents? ○ Have the residents tried to implement this project before? ○ If so, and they were unsuccessful, what barriers did they face at that time?

PROGRAM SCHEDULE

The program is broken into quarterly cycles throughout the year.

Application Cycles		
Application Deadline	**Deadline for Committee Review**	**Keep Lubbock Beautiful Meeting**
January 31st	February 28th	March
April 30th	May 31st	June
July 31st	August 30th	September
October 31st	November 30th	December

Lubbock Planning Department
1314 Avenue K
Lubbock, TX 79401

APPLICATION FOR SPECIAL PROJECTS IN NEIGHBORHOODS (SPIN) PROGRAM

Organization Information

Applicant Name:_____

If applying on behalf of an organization or association, organization or association's name:

_____

Address:_____ City:_____ State:_____ ZIP Code:_____

Telephone:_____ Alternative Telephone:_____

Email Address:_____

Contact's Signature:_____

Date:_____ Printed Name:_____

Project Information

Project Address:_____

What City Council District is the proposed project located?

☐ Council District 1 ☐ Council District 2 ☐ Council District 3

☐ Council District 4 ☐ Council District 5 ☐ Council District 6

Provide a brief description of the project:

_____

_____

_____

_____

_____

_____

_____

Has this Applicant or Association received an approved project previously? Yes ☐ No ☐

If yes, please list the project address and provide a brief description: _____

_____

In what neighborhood is this project located?:_____

_____

Lubbock Planning Department
1314 Avenue K
Lubbock, TX 79401

APPLICATION FOR SPECIAL PROJECTS IN NEIGHBORHOODS (SPIN) PROGRAM

Using the Project Criteria table on page 4 of the Program packet, please provide additional information regarding how the project meets the criteria listed. If needed, use additional pages to fully answer the questions.

Public Benefit - Please explain how your project will improve the quality of life of the neighborhood and provide a benefit to the residents of your local community.

_____

_____

_____

_____

_____

Neighborhood Maturity – Please explain how the age or condition of the neighborhood shows a need for the proposed project.

_____

_____

_____

_____

_____

Community Support – Please provide information regarding the residents' support of the project.

_____

_____

_____

_____

_____

Additional Information – Please provide any other relevant information.

_____

_____

_____

_____

_____

AI# 14583
Regular City Council Meeting **6. 7.**
09/22/2026:

Information

Agenda Item

Public Hearing - Business Development: Conduct a public hearing on the proposed 2026 Assessment Rate for the Northwest Passage Public Improvement District (PID), and consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Northwest Passage PID; approving, adopting, and filing with the City Secretary the assessment roll; levying the 2026 assessments for the cost of certain services and improvements to be provided in the district during FY 2026-27; fixing charges and liens against the property in the district and the owners thereof; and providing for the collection of the assessments.

Item Summary

This item includes a public hearing followed by consideration of the Assessment Ordinance.

The purpose of the public hearing is to provide the opportunity for property owners in the Northwest Passage PID to speak in favor of, or in opposition to, the assessment to be levied in the Northwest Passage PID for 2026.

The City of Lubbock is required to hold a public hearing annually to levy the assessment. A Notice of Public Hearing was published in the Lubbock Avalanche Journal, and notices were mailed to the property owners by Wednesday, September 9, 2026, as required by the statute. At or on the adjournment of the hearing on proposed assessments, the governing body of the municipality must hear and pass on any objections to the proposed assessment.

The proposed assessment rate for 2026 is $0.15 per $100 valuation, and does not change from 2025. All property will be assessed for 2026.

The City Council is required to review the Service and Assessment Plan annually, hold a public hearing, and adopt an ordinance setting the assessment rate for the PID. The attached ordinance reflects the proposed rate of $0.15 per $100 valuation. The revised service and assessment plan is included in the backup.

The funds raised by the assessments will be used to provide maintenance for the public improvements in the District, including design, construction, and maintenance of parks and greens, together with ancillary structures, features, or amenities, drainage improvements, acquisition and installation of art work, improvement of telecommunication and special supplemental services with related permits and licenses, as well as to cover the cost of establishing, administering, and operating the PID. The District will incur bonded indebtedness.

Fiscal Impact

The assessments will be placed in a separate Northwest Passage PID fund. The projected assessments that will be collected for 2026 are $50,475.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Danielle Williams, Business Development Director
Molly Ballesteros, Special Districts Manager

Attachments

Ordinance
Exhibit A
Exhibit B
Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2026 SERVICE AND ASSESSMENT PLAN FOR THE NORTHWEST PASSAGE PUBLIC IMPROVEMENT DISTRICT; APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY AN ASSESSMENT ROLL; LEVYING THE ASSESSMENT FOR THE COST OF CERTAIN SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2026-27; FIXING CHARGES AND LIENS AGAINST THE PROPERTY AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, through Resolution No. 2021-R0363, attached hereto as *Exhibit A*, the City Council of the City of Lubbock (the "City Council") authorized and created the Northwest Passage Public Improvement District (the "PID"), as a public improvement district under the Act, designating the City Council as the entity responsible for the management of and provision of services and improvements to the PID and creating the Northwest Passage Public Improvement District Advisory Board as the advisory board for the PID; and

WHEREAS, the Act requires, annually, that the City Council review and update the service plan for the PID, prepare and file with the City Secretary a proposed assessment roll (the "Assessment Roll") and hold a public hearing to consider the proposed assessments for the PID; and

WHEREAS, the Northwest Passage Public Improvement District Advisory Board has approved and submitted to the City Council for their consideration the revised 2026 Service and Assessment Plan (the "Service Plan") for the PID which is attached hereto and incorporated herein as *Exhibit B*; and

WHEREAS, pursuant to the Act, notice of the public hearing regarding the proposed assessments was mailed to the property owners in the PID as listed on the Assessment Roll and was published in a newspaper of general circulation before the 10th day before the date of the hearing; and

WHEREAS, the City Council held a public hearing on September 22, 2026 for the purpose of receiving concerns, comments and objections (both written and oral) on the proposed 2026 assessments within the PID; and

WHEREAS, the City Council has determined that desires 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 that the Assessment Roll as filed with the City Secretary is hereby ratified and approved and the revised 2026 Service and Assessment Plan is proper, that it will serve the needs and desires of the property owners within the PID and the property within the PID will accrue special benefits because of the improvements outlined in the Service Plan.

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

SECTION 1: The recitals outlined above are found to be true and correct and are incorporated herein as though set forth fully herein.

SECTION 2: The City Council has reviewed the Service Plan for the PID, which is attached to this Ordinance as *Exhibit B*, and finds that it: covers a period of at least five (5) years; defines the annual

indebtedness of the PID; projects the costs for improvements in the PID; and, includes an assessment plan for the PID.

SECTION 3: The City Council hereby finds that the assessment rate provided in the Service Plan for the PID is reasonable and adequate and will serve the needs and desires of the property owners within the PID, and the City Council hereby adopts the assessment rate of fifteen cents ($0.15) per one hundred dollars ($100) of net taxable value for tax years 2026 through 2030, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the PID.

SECTION 4: The City 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 City 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: The City Council hereby approves, adopts, and files with the City Secretary, the Assessment Roll. The Assessment Roll states an estimate of the assessment against each parcel of land in the PID, as determined by the method of assessment set forth in the Service Plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City Records. The Assessment Roll shall be subject to public inspection.

SECTION 6: The City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on September 22, 2026 in the City Council Chamber, 1314 Avenue K, Lubbock, Texas was mailed to the property owners in the PID as listed on the Assessment Roll and was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the PID; and (5) that written or oral objections will be considered at the hearing.

SECTION 7: The City 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 8: 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 9: 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 City Council.

SECTION 10: 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, 2027 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 11: All assessments herein levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 12: The assessments herein levied are made and levied under and by virtue of the terms, powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 13: The City may contract with the Lubbock Central Appraisal District or any competent attorney to collect the assessments and to represent the PID to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed twenty percent (20%) of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2026.

Passed by the City Council on second reading on _____, 2026.

_____

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Matt Wade, City Attorney

ccdocs II/ORD.Northwest Passage PID Assessment 2026
September 22, 2026

Resolution No. 2021-R0363

Item No. 8.8

September 14, 2021

RESOLUTION

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, APPROVING AND AUTHORIZING THE CREATION OF THE NORTHWEST PASSAGE PUBLIC IMPROVEMENT DISTRICT

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

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

(a) The design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental services defined in the Act, together with related permits and licenses; and

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

(c) The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures; and

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

WHEREAS, the Petition covers property within an area generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south, with such property being the development known as Northwest Passage, and a description and depiction of the property covered by the Petition is attached hereto and made a part of this Resolution as "Exhibit 2"; and

WHEREAS, notice of the public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the fifteenth (15th) day before the date of the public hearing, stating the time and place of the public hearing, the general nature of the services, the estimated cost of the services, the boundaries of the proposed public improvement district, the method of assessment, and the apportionment of cost between the public improvement district and the City; and

WHEREAS, before the fifteenth (15th) day before the date of the public hearing, written notice of the proposed public improvement district was mailed to the current addresses of the record owners, as reflected on the most recent certified appraisal roll of the Lubbock Central Appraisal District, of property subject to assessment under the proposed public improvement district; and

WHEREAS, the public hearing was convened at the time and place mentioned in the published notice, on the fourteenth (14th) day of September, 2021, at five (5:00) p.m., at Citizen's Tower, located at 1314 Avenue K, Lubbock, Texas; and

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

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

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

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

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

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

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

(a) The design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental services defined in the Act, together with related permits and licenses; and

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

(c) The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures; and

(c) That the total estimated cost of services and improvements to be paid by the assessment generated within the Northwest Passage Public Improvement District through Fiscal Year 2025-26 is approximately five hundred sixteen thousand eight hundred thirty six dollars ($516,836) (the "Costs"), with such Costs being described in "Exhibit 3" attached to and made a part of this Resolution; and

(d) That the Costs will be paid by the proposed assessment rate of fifteen cents ($0.15) per one hundred dollars ($100) of valuation of property within the Northwest Passage Public Improvement District through Fiscal Year 2025-26, with such proposed assessment being described in "Exhibit 3"; and

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

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

SECTION 4: THAT the City Council hereby creates the Northwest Passage Public Improvement District Advisory Board for the Northwest Passage Public Improvement District. The Northwest Passage Public Improvement District Advisory Board shall act as an advisory board of the City of Lubbock, and shall initially be composed of five (5) members, each of whom will represent a developer of the property within the Northwest Passage Public Improvement District. The Northwest Passage Public Improvement District Advisory Board shall follow any and all rules, regulations, policies, and procedures related to City of Lubbock advisory boards and the Criteria and Guidelines for Public Improvement Districts. The initial members of the Advisory Board for the Northwest Passage Public Improvement District shall serve a two (2) year term. The City Council may extend the term of the initial governing board beyond two (2) years. The initial Advisory Board of the Northwest Passage Public Improvement District will provide recommendations to the City Council on all matters related to the initial development of the Northwest Passage Public Improvement District, including matters related to the Costs and to the assessments on properties located within the Northwest Passage Public Improvement District. Upon the end of the term of the initial Advisory Board members of the Northwest Passage Public Improvement District, an election will be held for the Northwest Passage property owners to vote on each of the five seats. Once an election has taken place, the City Council will appoint the members of the Northwest Passage Public Improvement District Advisory Board. The PID Board shall adopt and be governed by a set of bylaws that, among other things, direct the PID Board as to its membership, its purpose, and its procedure for conducting business related to the Northwest Passage Public Improvement District.

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

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

Passed by the City Council this 14th **day of** September**, 2021.**

STEVE MASSENGALE, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

EXHIBIT 1

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATION OF SUFFICIENT PETITION

I hereby certify, in the performance of the functions of my office, that the attached petition, from property owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Northwest Passage development, has been verified and is sufficient. And, that Public Improvement Districts can only be initiated by a petition of property owners who meet a value test and an area test, pursuant to Texas Local Government Code, Sec. 372.005 (b). And, the statutory two test requirement was met: (1) petition is signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (August 11, 2021), in the area known as Northwest Passage, as shown on the attached map; the petitioners own 100% of the area within the proposed Northwest Passage PID; (2) petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID; the petitioners own 100% of the total area within the proposed Northwest Passage PID area.

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

In witness whereof I have hereunto set my hand and affixed the official seal of said office the 13th day of August, 2021.

(City Seal)

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

City of Lubbock TEXAS

Date: August 12, 2021

To: Becky Garza, City Secretary

From: Cheryl Brock, Director of Financial Planning and Analysis

CC: Blu Kostelich, Chief Financial Officer

Re: Northwest Passage Public Improvement District Petition

Recently, the City of Lubbock received petitions from Property Owners requesting the City of Lubbock establish a Public Improvement District (PID) for the proposed Northwest Passage development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50 percent of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (August 11, 2021). Since the petitioners, own 100 percent of the taxable real property value within the boundary, the petition passes the value test.

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

The notarized signature on the Northwest Passage petitions were validated by a visual review and owners on the petitions were verified against the current tax roll received from Lubbock Central Appraisal District by the Financial Planning and Analysis Department and reviewed by GIS and Data Services.

EXHIBIT 1

Northwest Passage PID Projected Assessment Roll

LCAD Roll 8-11-21

R63039	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401		BLK JS SEC 11 AB 943 TR A AC: 233.7	233.70	1,168,500	1,168,500
R66307	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401		BLK A SEC 14 AB 881 TR A OF S/ 2 ACS: 206.14	206.14	1,030,700	1,030,700
R82421	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401	5801 URSULINE ST, LUBBOCK, TX 79416	BLK JS SEC 6 AB 1492 TR A & A1OF NW/4 AC: 152.606	152.61	757,939	757,939
R82485	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401	5201 URSULINE ST, LUBBOCK, TX 79416	BLK JS SEC 6 AB 1516 TR B ACS: 154.12	154.12	770,600	770,600
R83214	NWP EB-5 PROJECT LLC	1500 BROADWAY ST STE 1500 LUBBOCK,TX 79401	5521 N CR 2000	BLK JS SEC 11 AB 943 TR B AC:245.49	245.49	1,273,930	1,273,930
					992.05	5,001,669	5,001,669

EXHIBIT 1

Northwest Passage Public Improvement District

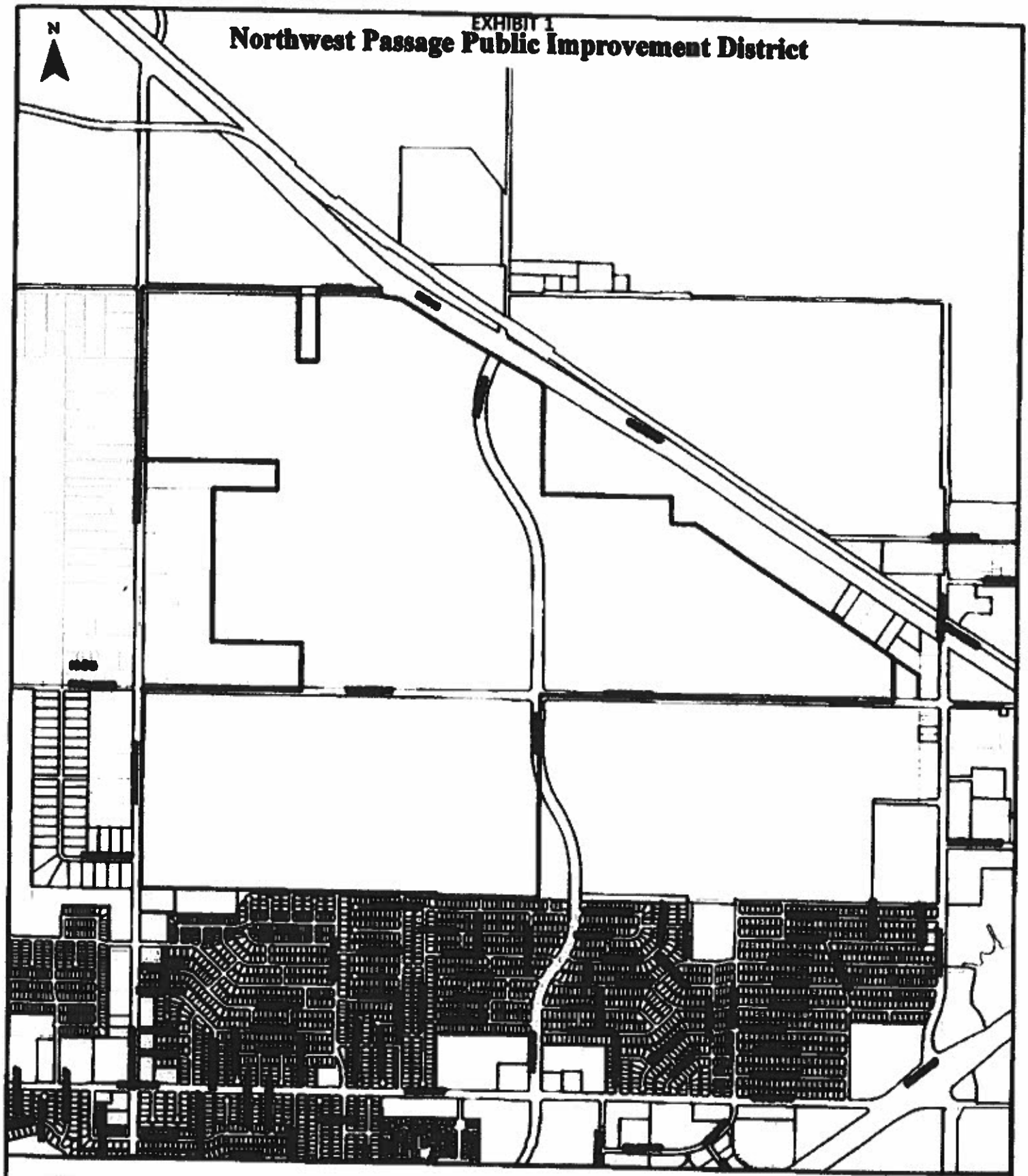


EXHIBIT 1

McDougal
COMPANIES

June 28, 2021

Cheryl Brock
City of Lubbock, TX
PO Box 2000
Lubbock, TX 79457

RE: Northwest Passage Public Improvement District

Dear Mrs. Brock:

Northwest Passage is a commercial development within the city limits of the City of Lubbock bound on the west by Frankford Avenue, the East by Quaker Avenue and the properties fronting on it, the North by Kent Avenue and the properties fronting on US Highway 84, and the South by the alley north of Marshall Avenue.

We are proposing to create a Public Improvement District (PID) to maintain the public improvements for Northwest Passage. This letter addresses the remaining petition requirements from the PID Policies and Guidelines.

1. *Assurance of long-term backing and support from the developer*: The developer commits to long-term backing and support of the PID through service on the PID Advisory Board, a proposed contract with the PID/City for acquisition of certain lands committed to improvements, and payment of PID assessments.

2. *Procedures for Nomination of PID Advisory Board which will make recommendations to the City Council on the annual budget and long-term plans:* The PID Advisory Board will be nominated by the property owners in the PID, by area.

3. *Benefits of the PID to the affected property owners and to the City as a whole:* The PID will benefit the affected property owners and the City of Lubbock by ensuring a well-maintained quality mixed-use development, creation of and maintenance of stormwater drainage (in conjunction with proposed City improvements of storm sewer from Quaker Avenue to an acceptable outfall to the north or east, creation of and maintenance of greenspace, and other acceptable PID improvements and expenditures.

4. *Description of city-owned land within the district:* Other than ROW and easement rights for utilities (and improvements in those), there are currently no city-owned properties within the boundaries of the PID. However, the City has improvements adjacent to the PID, including water treatment and an LP&L substation.

5. ***Draft PID operating budget listing estimated operating costs, maintenance costs, and administrative costs:*** Attached as Exhibit D.

6. ***The proposed method of assessment:*** The assessment will be assessed per $100 valuation (other methods could be per square foot of the property.)

7. ***Documentation of adequate developer/contractor liability insurance regarding construction of improvements:*** Documentation of adequate liability insurance has been provided to the city.

8. ***Statement that the petitioners understand that the annual budget for the PID is subject to review by City staff and the Lubbock City Council:*** The property owners that have signed the attached petition are aware that the annual budget is subject to review by City staff and must be approved by the Lubbock City Council.

Please let us know if there is additional information required that has not been submitted with the petition.

Marc McDougal
McDougal Companies

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO *NORTHWEST PASSAGE*

THE STATE OF TEXAS §
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

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

Section 2. General nature of the proposed public improvements. The general nature of the proposed public improvements is: (i) the design, construction and maintenance of parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation and improvement of telecommunication and similar technology systems; and special supplemental services as defined in the Act, together with related permits and licenses; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of issuing bonds and funding debt service and capitalized interest reserves for such bonds and costs of establishing, administering and operating the District. The District shall prioritize its expenditures as follows: (i) design, construction, maintenance, and financing for drainage improvements; then (ii) design, construction, maintenance, and financing for park improvements; then (iii) selection, acquisition, and maintenance for public art; then (iv) all other allowable improvements and related expenditures.

Section 3. Estimated cost of the proposed public improvements: $10,000,000.

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

Section 5. Method of assessment. An assessment methodology will be prepared that will address (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, (iii) provisions providing for the prepayment of the assessments at the option of the owner of any parcel, (iv) the reallocation of the assessment on the subdivision of a parcel, and (v) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District) and repayment of bonds issued to finance the public improvements. Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the costs of the public improvements, property will be classified based on the use of the public improvements. For example, larger homes may generate more use of the public improvements than smaller homes. Accordingly, there may be a classification of property on the basis of the size or type of homes that may be built on a parcel. Costs may also be assessed on the basis of the value of the property, or on a combination of size or type of house and value of property. Property may also be classified on the basis of the location of the property within the District, if some sections of the District receive more public improvements or public improvements of greater cost than other sections of the District.

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

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. To the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization, including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board will be established to develop and recommend an improvement plan to the City Council of the City (the "City Council"). The PID Advisory Board will be nominated by the property owners in the PID, by area, and approved by the City Council.

This petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

EXHIBIT 1

PETITIONER:

NWP EB-5 Project, LLC
a Texas limited liability company

By: _____
Marg McDougal, Manager

By: _____
Mont McClendon, Manager

Signature Page for Petition

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

On this, the 29th day of July, 2021, before me, the undersigned Notary Public, personally appeared **Marc McDougal and Mont McClendon**, who acknowledged that they are the sole members and Managers of **NWP EB-5 Project, LLC**, and that they, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing their names in such capacity.

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

Donna Combs
Notary Public Signature

DONNA COMBS
Notary Public, State of Texas
Comm. Expires 10-01-2021
Notary ID 6516647

EXHIBIT A

The Land

Tract 1 (Northwest Quadrant):

METES AND BOUNDS DESCRIPTION of a 476.102-acre tract located in Section 11, Block JS, Abstract 343, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), said 476.102-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in a West line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289808.60, E-926282.74, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 548.88 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 88°14'14" W, along the South line of said Section 11 and the North line of said Section 6, same being a South line of said 727.417-acre tract a distance of 2580.70 feet to a 1/2" iron rod found at the Southeast corner of that property conveyed to Elizabeth Montalvo in Volume 6202, Page 313, OPRLCT and a corner of said 727.417-acre tract;

THENCE N. 01°43'53" E., along a line of said 727.417-acre tract and an East line of said Montalvo property, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 625.08 feet to a metal fence post found at a corner of said 727.417-acre tract and the most Easterly Northeast corner of said Montalvo property;

THENCE N. 88°13'31" W., along a line of said 727.417-acre tract and a North line of said Montalvo property a distance of 1204.98 feet to a metal fence post found at a corner of said 727.417-acre tract and an "ell" corner of said Montalvo property;

THENCE N. 01°47'44" E., along a line of said 727.417-acre tract and an East line of said Montalvo property and the East lines of those tracts described in Volume 8455, Page 307, Volume 4150, Page 74, and Volume 4150, Page 76, OPRLCT, a distance of 2014.64 feet to a fence post found in the South line of that 14.809-acre tract described in Volume 9594, Page 191, OPRLCT, at an "ell" corner of said 727.417-acre tract;

THENCE S. 88°14'37" E., along a line of said 727.417-acre tract and the South line of said 14.809-acre tract a distance of 796.21 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Southeast corner of said 14.809-acre tract;

THENCE N. 01°43'22" E., along a line of said 727.417-acre tract and the East line of said 14.809-acre tract a distance of 369.94 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Northeast corner of said 14.809-acre tract;

THENCE N. 88°14'23" W., along a line of said 727.417-acre tract and the North line of said 14.809-acre tract, at 1682.32 feet pass the East right-of-way line of Frankford Avenue (FM 2528) as described in Volume 1012, Page 465, OPRLCT, continuing for a total distance of 1742.32 feet to a cotton spindle found in the West line of said Section 11, at a corner of said 727.417-acre tract and the Northwest corner of said 14.809-acre tract;

THENCE N. 01°44'18" E., along the West line of said Section 11 and a West line of said 727.417-acre tract a distance of 2269.05 feet to a cotton spindle found at the Northwest corner of said Section 11 and the Northwest corner of said 727.417-acre tract;

THENCE S. 88°05'04" E., along a North line of said 727.417-acre tract and the North line of said Section 11 a distance of 2080.26 feet to a 40-penny nail found at a corner of said 727.417-acre tract and the Northwest corner of that 5-acre tract described in Volume 7040, Page 170, OPRLCT;

THENCE S. 01°55'34" W., along a line of said 727.417-acre tract and the West line of said 5-acre tract, at 50.00 feet pass the South right-of-way line of Kent Street as described in Volume 1012, Page 563, OPRLCT, continuing for a total distance of 926.74 feet to a 3/8" iron rod found at the Southwest corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE S. 88°03'33" E., along a line of said 727.417-acre tract and the South line of said 5-acre tract a distance of 234.68 feet to a 1/2" iron rod with cap (RPLS 4579) found at the Southeast corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE N. 01°56'30" E., along the East line of said 5-acre tract and a line of said 727.417-acre tract, at 876.85 feet pass the South right-of-way line of said Kent Street, continuing for a total distance of 926.85 feet to a 60-penny nail found in the North line of said Section 11 and a North line of said 727.417-acre tract at the Northeast corner of said 5-acre tract;

THENCE S. 88°05'04" E., along the North line of said Section 11 and a North line of said 727.417-acre tract a distance of 819.69 feet to a concrete nail found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road) at a corner of said 727.417-acre tract;

THENCE S. 01°57'08" W., along said Southwesterly right-of-way line and a line of said 727.417-acre tract a distance of 50.00 feet to a 1/2" iron rod with cap (Newton) found;

THENCE S. 77°32'31" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 283.34 feet to a concrete right-of-way marker found;

THENCE S. 58°11'23" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 1353.47 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West right-of-way line of Slide Road, same being the West line of said 17.40-acre tract;

THENCE Southeasterly, along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 61°23'03", a chord bearing of S. 00°16'32" E., a chord distance of 1607.84 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 30°58'04" E., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 32°18'04", a chord bearing of S. 14°49'02" E., a chord distance of 792.76 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 1180.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 04°11'44" W., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod found at a point of intersection;

THENCE S. 46°32'53" W., continuing along said right-of-way line a distance of 42.27 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the North right-of-way line of Ursuline Street;

THENCE N. 88°14'14" W., continuing along said right-of-way line a distance of 397.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 01°45'46" W., continuing along said right-of-way line, at 5.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to the Point of Beginning.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

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

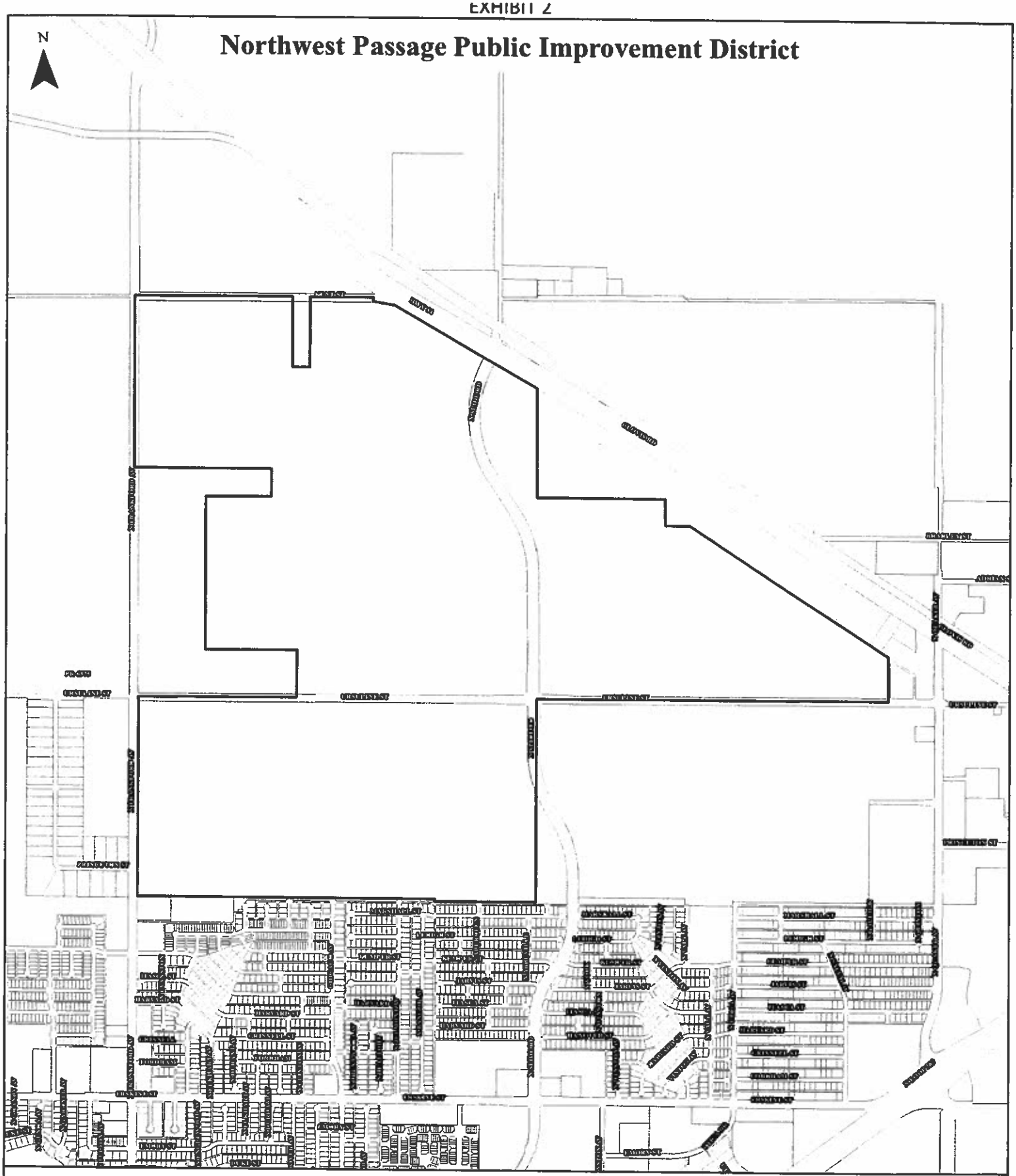
Tract 2 (Northeast Quadrant):

METES AND BOUNDS DESCRIPTION of a 230.125-acre tract located in Sections 11, Block JS, Abstract 343, and Section 14, Block A, Abstracts 861 and 1332, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 286.14-acre tract described in Volume 10351, Page 183, OPRLCT, said 230.125-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in an East line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289776.71, E-927306.98, Texas Coordinate System of 1983, North-Central Zone, which point bears S. 88°11'41" E. a distance of

EXHIBIT 2

Northwest Passage Public Improvement District



Proposed PID Boundary

Parcels

Lot-Block Lines

8/13/2021

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

0 500 1000 2000 3000 Feet

City of Lubbock TEXAS

EXHIBIT A

The Land

Tract 1 (Northwest Quadrant):

METES AND BOUNDS DESCRIPTION of a 476.102-acre tract located in Section 11, Block JS, Abstract 343, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), said 476.102-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in a West line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289808.60, E-926282.74, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 548.88 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 88°14'14" W, along the South line of said Section 11 and the North line of said Section 6, same being a South line of said 727.417-acre tract a distance of 2580.70 feet to a 1/2" iron rod found at the Southeast corner of that property conveyed to Elizabeth Montalvo in Volume 6202, Page 313, OPRLCT and a corner of said 727.417-acre tract;

THENCE N. 01°43'53" E., along a line of said 727.417-acre tract and an East line of said Montalvo property, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 625.08 feet to a metal fence post found at a corner of said 727.417-acre tract and the most Easterly Northeast corner of said Montalvo property;

THENCE N. 88°13'31" W., along a line of said 727.417-acre tract and a North line of said Montalvo property a distance of 1204.98 feet to a metal fence post found at a corner of said 727.417-acre tract and an "ell" corner of said Montalvo property;

THENCE N. 01°47'44" E., along a line of said 727.417-acre tract and an East line of said Montalvo property and the East lines of those tracts described in Volume 8455, Page 307, Volume 4150, Page 74, and Volume 4150, Page 76, OPRLCT, a distance of 2014.64 feet to a fence post found in the South line of that 14.809-acre tract described in Volume 9594, Page 191, OPRLCT, at an "ell" corner of said 727.417-acre tract;

THENCE S. 88°14'37" E., along a line of said 727.417-acre tract and the South line of said 14.809-acre tract a distance of 796.21 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Southeast corner of said 14.809-acre tract;

THENCE N. 01°43'22" E., along a line of said 727.417-acre tract and the East line of said 14.809-acre tract a distance of 369.94 feet to a 1/2" iron rod with cap (Newton) found at a corner of said 727.417-acre tract and the Northeast corner of said 14.809-acre tract;

THENCE N. 88°14'23" W., along a line of said 727.417-acre tract and the North line of said 14.809-acre tract, at 1682.32 feet pass the East right-of-way line of Frankford Avenue (FM 2528) as described in Volume 1012, Page 465, OPRLCT, continuing for a total distance of 1742.32 feet to a cotton spindle found in the West line of said Section 11, at a corner of said 727.417-acre tract and the Northwest corner of said 14.809-acre tract;

THENCE N. 01°44'18" E., along the West line of said Section 11 and a West line of said 727.417-acre tract a distance of 2269.05 feet to a cotton spindle found at the Northwest corner of said Section 11 and the Northwest corner of said 727.417-acre tract;

THENCE S. 88°05'04" E., along a North line of said 727.417-acre tract and the North line of said Section 11 a distance of 2080.26 feet to a 40-penny nail found at a corner of said 727.417-acre tract and the Northwest corner of that 5-acre tract described in Volume 7040, Page 170, OPRLCT;

THENCE S. 01°55'34" W., along a line of said 727.417-acre tract and the West line of said 5-acre tract, at 50.00 feet pass the South right-of-way line of Kent Street as described in Volume 1012, Page 563, OPRLCT, continuing for a total distance of 926.74 feet to a 3/8" iron rod found at the Southwest corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE S. 88°03'33" E., along a line of said 727.417-acre tract and the South line of said 5-acre tract a distance of 234.68 feet to a 1/2" iron rod with cap (RPLS 4579) found at the Southeast corner of said 5-acre tract and a corner of said 727.417-acre tract;

THENCE N. 01°56'30" E., along the East line of said 5-acre tract and a line of said 727.417-acre tract, at 876.85 feet pass the South right-of-way line of said Kent Street, continuing for a total distance of 926.85 feet to a 60-penny nail found in the North line of said Section 11 and a North line of said 727.417-acre tract at the Northeast corner of said 5-acre tract;

THENCE S. 88°05'04" E., along the North line of said Section 11 and a North line of said 727.417-acre tract a distance of 819.69 feet to a concrete nail found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road) at a corner of said 727.417-acre tract;

THENCE S. 01°57'08" W., along said Southwesterly right-of-way line and a line of said 727.417-acre tract a distance of 50.00 feet to a 1/2" iron rod with cap (Newton) found;

THENCE S. 77°32'31" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 283.34 feet to a concrete right-of-way marker found;

THENCE S. 58°11'23" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 1353.47 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West right-of-way line of Slide Road, same being the West line of said 17.40-acre tract;

THENCE Southeasterly, along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 61°23'03", a chord bearing of S. 00°16'32" E., a chord distance of 1607.84 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 30°58'04" E., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 32°18'04", a chord bearing of S. 14°49'02" E., a chord distance of 792.76 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 1180.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 04°11'44" W., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod found at a point of intersection;

THENCE S. 46°32'53" W., continuing along said right-of-way line a distance of 42.27 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the North right-of-way line of Ursuline Street;

THENCE N. 88°14'14" W., continuing along said right-of-way line a distance of 397.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 01°45'46" W., continuing along said right-of-way line, at 5.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to the Point of Beginning.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

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

Tract 2 (Northeast Quadrant):

METES AND BOUNDS DESCRIPTION of a 230.125-acre tract located in Sections 11, Block JS, Abstract 343, and Section 14, Block A, Abstracts 861 and 1332, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 286.14-acre tract described in Volume 10351, Page 183, OPRLCT, said 230.125-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in an East line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289776.71, E-927306.98, Texas Coordinate System of 1983, North-Central Zone, which point bears S. 88°11'41" E. a distance of

476.10 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 01°48'19" E., along an East line of said 17.40-acre tract, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of said 17.40-acre tract in the North right-of-way line of Ursuline Street;

THENCE N. 85°19'56" W., along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°11'41" W., continuing along said right-of-way line a distance of 208.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE N. 43°25'50" W., continuing along said right-of-way line a distance of 42.60 feet to a "crow's foot" chiseled in concrete for a point of intersection in the East right-of-way line of Slide Road, same being the East line of said 17.40-acre tract;

THENCE N. 01°20'00" E., along said right-of-way line a distance of 1580.17 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 32°18'04", a chord bearing of N. 14°49'02" W., a chord distance of 876.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE N. 30°58'04" W., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 44°23'25", a chord bearing of N. 08°46'22" W., a chord distance of 1076.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1478.85 feet, a central angle of 06°54'41", a chord bearing of N. 20°13'30" E., a chord distance of 178.28 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1415.00 feet, a central angle of 09°38'59", a chord bearing of N. 25°26'03" E., a chord distance of 238.03 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road), in a Northerly line of said 727.417-acre tract;

THENCE S. 58°11'34" E., along said Clovis Road right-of-way line and a Northerly line of said 727.417-acre tract a distance of 644.87 feet to a 1/2" iron rod with cap marked "HUGO REED &

ASSOC" found in the East line of said Section 11 and the West line of said Section 14, at a corner of said 727.417-acre tract

THENCE S. 01°45'00" W., along the East line of said Section 11 and the West line of said Section 14 and a line of said 727.417-acre tract a distance of 1447.24 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of said 727.417-acre tract;

THENCE S. 88°11'29" E., along a line of said 727.417-acre tract a distance of 1696.26 feet to a 5/8" iron rod found at a corner of said 727.417-acre tract;

THENCE S. 01°50'26" W., along a line of said 727.417-acre tract a distance of 333.98 feet to a 1/2" iron pipe found at a corner of said 727.417-acre tract;

THENCE S. 88°08'32" E., along a line of said 727.417-acre tract a distance of 311.55 feet to a chain-link fence post found at a corner of said 727.417-acre tract;

THENCE S. 55°08'25" E., along a line of said 727.417-acre tract a distance of 3142.70 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at the Northwest plat limits of Tract "A", LP&L Northwest Substation Addition as recorded in CCFN 2008042914, OPRLCT;

THENCE S. 01°48'11" W., along said West plat limits, at 541.59 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 591.59 feet to a 1/2" iron rod found in the South line of said Section 14 and the South line of said 727.417-acre tract at the Southwest plat limits corner of said Tract "A" and the Southeast corner of this tract;

THENCE N. 88°11'41" W., along the South line of said Section 14 and the South line of said 727.417-acre tract a distance of 4164.33 feet to the Point of Beginning.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

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

Tract 3 (Southwest Quadrant, excluding portion in the North Pointe PID):

METES AND BOUNDS DESCRIPTION of a 318.340-acre being a portion of that 160.139-acre tract located in Section 6, Block JS, Abstract 1492, Lubbock County, Texas, described in Volume 9785, Page 28, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 153.864-acre tract located in Section 6, Block JS, Lubbock County, Texas, Abstract 1516, described in County Clerk File Number (CCFN) 2006043021, and that tract located in said Section 6 described in Volume 10263, Page 222, OPRLCT, and a portion of that 303.29-acre tract located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT, said 318.340-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection in the South right-of-way line of Ursuline Street, same being a line of that 17.40-acre street right-of-way dedication as described in CCFN 2012043729, OPRLCT, having a grid

coordinate of N-7289731.09, E-926687.46, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 140.88 feet and S. 01°45'46" W. a distance of 65.00 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE S. 43°27'07" E., along a line of said 17.40-acre tract a distance of 42.59 feet to an "X" chiseled in concrete set for a point of intersection in the West right-of-way line of Slide Road;

THENCE S. 01°20'00" W., along said West right-of-way line a distance of 574.41 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 30°31'25", a chord bearing of S. 13°55'42" E., a chord distance of 829.17 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of tangency;

THENCE S. 29°11'25" E., continuing along said right-of-way line a distance of 179.80 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 30°57'31", a chord bearing of S. 13°42'39" E., a chord distance of 760.64 feet to a 1/2" iron rod found at a point of tangency;

THENCE S. 01°46'06" W., continuing along said right-of-way line a distance of 336.59 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the North line of a 20-foot alley dedicated by plat of Lots 535-707, North Pointe Addition to the City of Lubbock as recorded in CCFN 2006045605, OPRLCT;

THENCE N. 88°08'27" W., along the North line of said alley a distance of 228.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°08'27" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 56.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 46°51'33" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 110.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the West line of said Section 5 and the East line of said Section 6;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 709.89 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°09'58" W., continuing along the North line of said alley a distance of 14.14 feet to a point of intersection;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 52.00 feet to a point of intersection

THENCE S. 46°50'02" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°09'58" W., continuing along said alley line a distance of 539.58 feet to a point of intersection in the West plat limits of said North Pointe Addition and the East plat limits of Lots 191-290 and Tracts C and D, Lynnwood Addition to the City of Lubbock as recorded in Volume 9847, Page 139, OPRLCT;

THENCE N. 01°36'04" E., along the East plat limits of said Lynnwood Addition a distance of 49.77 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the South line of said 153.864-acre tract at the Northeast corner of the plat limits of said Lynnwood Addition;

THENCE N. 88°01'32" W., along the North plat limits of said Lynnwood Addition a distance of 1325.36 feet to a "MAG" nail with shiner (AMD) found at the Northwest corner of said plat limits, at the Southwest corner of said 160.139-acre tract and the Southeast corner of said 153.864-acre tract;

THENCE N. 88°05'46" W., along the South line of said 153.864-acre tract, at 1320.00 feet pass a 1/2" iron rod found, continuing at 2130.37 feet pass the Northeast corner of Tract "A", Broadview Baptist Church Addition as recorded in Volume 1685, Page 894, OPRLCT, continuing along the North line of said Tract "A" for a total distance of 2579.92 feet to a 1/2" iron rod found in the East right-of-way line of Frankford Avenue (FM 2528) at the Southwest corner of said 153.864-acre tract and the Southwest corner of this tract;

THENCE N. 01°56'10" E., along said East right-of-way line and the West line of said 153.864-acre tract a distance of 2573.17 feet to a 1/2" iron rod found in the South right-of-way line of Ursuline Street as described in CCFN 2011027661, OPRLCT, at the Northwest corner of this tract;

THENCE S. 88°14'14" E., along the South right-of-way line of said Ursuline Street, at 2285.20 feet pass the West line of that tract described in Volume 10263, Page 222, at 2580.37 feet pass the East line of same tract and the West line of said 160.319-acre tract, continuing for a total distance of 4671.95 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 85°22'29" E., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 88°14'14" E., continuing along said right-of-way line a distance of 208.00 feet to the Point of Beginning.

SAVE & EXCEPT: Any portion of Tract 3 located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT that is also currently located in the North Pointe PID.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

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

Tract 4 (Small strip adjoining Southwest Quadrant):

All of the portion of Tract 5 described in the Deed to Petitioner filed in CCFN 2021019386, OPRLCT not currently located in the North Point PID (for further clarification, this tract is generally described as a strip located north of, and adjacent to, the alley north of Marshall Avenue, adjacent to Tract 3 described above.)

EXHIBIT 3

City of Lubbock, TX

Finance Department

Northwest Passage PID Preliminary FY 2022-23 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2022 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.15/$100 valuation.
* All property will be assessed based on the final 2022 "net taxable value".

Service Plan

		PROJECTIONS					
Tax Year	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**Totals**
Property Values* (Taxable)	5,001,669	5,001,669	37,062,953	193,493,429	219,576,954	250,438,980	250,438,980
Discounted Property Values	5,001,669	5,001,669	33,356,658	174,144,086	197,619,259	225,395,082	225,395,082
Number of Homes							
Fiscal Year Revenues	**2020-21**	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**Totals^**
Interest	-	-		457	3,383	6,750	10,590
Assessment @ $0.15	-	7,503	50,035	261,216	296,429	338,093	953,275
Total	**-**	**7,503**	**50,035**	**261,673**	**299,812**	**344,843**	**963,865**
Expense							
Debt Service						470,000	470,000
Administrative Costs		4,000	4,080	4,162	4,245	4,330	20,816
Annual Operation Cost *(Notices, Public Hearings, Collection Costs, Advisory Group meeting costs, postage, office supplies, Maint PT)*		5,000	5,100	5,202	5,306	5,412	26,020
	-	-	-				
Total	**-**	**9,000**	**9,180**	**9,364**	**9,551**	**479,742**	**516,836**
Cash Reserve	**-**	**(1,497)**	**39,357**	**291,667**	**581,928**	**447,029**	**447,029**

*Property Value growth rate = 2% annually

Assessment Information for 100,000 home **$150.00**

Northwest Passage
Public Improvement District

2026 AMENDED SERVICE AND ASSESSMENT PLAN

September 8, 2026

City of Lubbock TEXAS

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INTRODUCTION

Capitalized terms used in this 2026 Amended Service and Assessment Plan (this "2026 Amended SAP") shall have the meanings given to them in **Section** I unless otherwise defined in this 2026 Amended SAP or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this 2026 Amended SAP or an Exhibit attached to and made a part of this 2026 Amended SAP for all purposes.

On September 14, 2021 the City passed and approved Resolution No. 2021-R0363 authorizing the creation of the District in accordance with the PID Act, which authorization was effective on the date it was approved as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 992.06 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B.**

On November 1, 2021 the City passed and approved by Ordinance No. 2021-O0152 accepting and approving a service and assessment plan (the "2022 SAP") and Assessment Roll for the District. The 2022 SAP levied Assessments against the Assessed Property within the District and established a lien on such Assessed Property. On April 12, 2022, the City passed and approved by Ordinance No. 2022-O0043 accepting and approving an amended and restated service and assessment plan (the "2022 Amended and Restated Service and Assessment Plan updated for the Issuance of Bonds") and Assessment Roll for the District. On September 12, 2023, the City passed and approved by Ordinance No. 2023-O0100 accepting and approving an amended service and assessment plan (the "2023 Amended Service and Assessment Plan updated for the change in property") and Assessment Roll for the District. On September 10, 2024, the City passed and approved by Ordinance No. 2024-O00119 accepting and approving an amended service and assessment plan (the "2024 Amended Service and Assessment Plan updated for the change in property") and Assessment Roll for the District. On September 9, 2025, the City passed and approved by Ordinance No. 2025-O0103 accepting and approving an amended service and assessment plan (the "2025 Amended Service and Assessment Plan updated for the change in property") and Assessment Roll for the District.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV.**

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits

conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V.**

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll is contained in **Exhibit F.**

Pursuant to the PID Act, the 2026 Amended SAP must be reviewed and updated annually. This document is amending the 2025 Amended SAP. This 2026 Amended SAP updates the property division and changes.

SECTION I: DEFINITIONS

"2022 SAP" means that service and assessment plan passed and approved on November 1, 2021 by the City pursuant to Ordinance No. 2021- O0152 that levied Assessments against the Assessed Property within the District and established a lien on such Assessed Property.

"2022 Amended and Restated SAP" means this 2022 Amended and Restated Service and Assessment Plan which is the update to the 2022 SAP and the update relating to the Bonds, as it may be modified, amended, supplemented, and updated from time to time.

"2023 Amended Service SAP" means the 2023 Amended Service and Assessment Plan, which is the update to the 2022 Amended and Restated SAP, as it may be modified, amended, supplemented, and updated from time to time.

"2024 Amended SAP" means the 2024 Amended Service and Assessment Plan, which is the update to the 2023 SAP relating to the changed property roll, as it may be modified, amended, supplemented, and updated from time to time.

"2025 Amended SAP" means this 2025 Amended SAP and the update relating to the changed property roll, as it may be modified, amended, supplemented, and updated from time to time.

"2026 Amended SAP" means this 2026 Amended SAP and the update relating to the changed property roll, as it may be modified, amended, supplemented, and updated from time to time.

"Actual Costs" means, with respect to the Authorized Improvements, (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.25% additional interest charged on the Assessments securing Bonds pursuant to Section 372.018 of the PID Act.

"Administrator" means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2026 Amended SAP, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the creation and operation of the District, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2026 Amended SAP and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, which includes: (1) principal; (2) interest; (3) Annual Collection

Costs; and (4) Additional Interest.

"Annual Service Plan Update" means an update to the SAP prepared no less frequently than annually by the Administrator and approved by the City Council.

"Assessed Property" means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefitted Property.

"Assessment" means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means Ordinance No. 2021-O0152 adopted by the City Council on November 1, 2021 in accordance with the PID Act that approved the 2022 SAP and levied an Assessment on Assessed Property within the District.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in Section V.

"Assessment Roll" means the assessment roll for the Assessed Property within the District and included in this 2026 Amended SAP as Exhibit F, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Authorized Improvements" mean improvements authorized by Section 372.003 of the PID Act, including Public Improvements and District Formation and Bond Issuance Costs.

"City" means the City of Lubbock, Texas.

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

"County" means Lubbock County, Texas.

"Delinquent Collection Costs" mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

"District" means the approximately 992.06 acres within the corporate limits of the City, as described legally by metes and bounds on Exhibit A and as depicted by the map on Exhibit B.

"District Formation and Bond Issuance Costs" mean the costs associated with forming the District and issuing Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, first year's Annual

Collection Costs, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the establishment of the District and/or the issuance of Bonds.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the Bonds.

"Landowner Agreement" means that certain Landowner Agreement between the City and Owner dated March 22, 2022.

"Lot" means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

"Lot Type" All lot types at this time are the same with no classifications. Since the assessment is based on $0.15 per $100 valuation it will distribute the assessment fairly between the different sizes and types.

"Maximum Assessment" means the maximum assessment of $0.15 per $100 valuation for each of the lots.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized improvements as determined by the City Council.

"Owner" means the non-City parties to the Landowner Agreement.

"Parcel(s)" means a property, within the boundaries of the District, identified by either a tax map identification number assigned by the Lubbock Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"Bonds" mean those certain "City of Lubbock, Texas, Bonds (Northwest Passage Public Improvement District)", and any other bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

"Prepayment Costs" mean interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment.

"Public Improvements" means those Authorized Improvements specifically described in Section III.A.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in Section IV.

"Trustee" means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 992.06 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B.** Development of the District is anticipated to include 4400 single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and review by the City staff, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Public Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C.**

A. Public Improvements

- *Drainage*
  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in the District.
- *Soft Costs/Contingency/Project Management*
  Includes 23% soft costs, contingency and project management fee.
- Administration costs for managing the PID.

B. District Formation and Bond Issuance Costs

- *Debt Service Reserve Requirement*

Equals the amount required to fund a reserve under the Indenture in connection with the issuance of Bonds.

- *Capitalized Interest*
  Equals the amount of capitalized interest available for payment of interest on Bonds as reflected in the Indenture.

- *Underwriter's Discount*
  Equals a percentage of the par amount of a particular series of Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*
  Costs associated with issuing Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of Bonds.

- *District Formation*
  Expenses directly associated with forming the District including 1st year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct certain Authorized Improvements. **Exhibit E** will be updated to show the amount required to fund the required reserves and issue the Bonds at the time the Bonds are issued. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such

costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2026 Amended SAP describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff, has determined that the costs of the Authorized Improvements shall be allocated to each Parcel based on the Estimated Buildout Value of each Parcel. Upon subdivision of an Assessed Property, the Actual Costs of the Authorized Improvements shall be reallocated based on Estimated Buildout Value but assessments will be based on actual taxable value as further described in Section VI.

B. Assessments

Assessments will be levied on the Assessed Property according to the Assessment Roll, attached hereto as Exhibit F. The projected Annual Installments are shown on Exhibit G, subject to revisions made during any Annual Service Plan Update.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff, has found and determined:

- The costs of the Improvements equals $41,275,434 as shown on Exhibit C; and
- The Assessed Property receives special benefit equal to or greater than the Improvements; and
- The Assessed Property was allocated 100% of the Assessments levied for the Authorized Improvements, which equals $14,732,013 (Principal and Interest only) as shown on Exhibit M; and
- The special benefit ($41,275,434) received by the Assessed Property from the Improvements is greater than the amount of Assessments ($14,732,013) levied on the Assessed Property for the Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owner owned 100% of the Parcels. In the Landowner Agreement with the City, the Owner acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the

special benefits described herein and in the Assessment Ordinance, (2) the 2022 SAP and the Assessment Ordinance, and (3) the levying of the Assessments on the Assessed Property.

Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

D. Additional Interest

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the Bonds by the Additional Interest Rate. Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat or Upon Subdivision by a Recorded Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:
A = the Assessment for the newly divided Assessed Property
B = the Assessment rate for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessment rate for all newly divided Assessed Properties shall equal the Assessment rate for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and update to this Service and approved by the City Council.

2. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on Exhibit H, and compliance may require a mandatory prepayment of Assessments pursuant to Section VI.B.

B. True-up of Assessments if Maximum Assessment Exceeded

If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the Maximum Assessment, the owner of Assessed Property requesting the subdivision must prepay the portion of the Assessment for each Assessed Property that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefitted Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund, relating to the Bonds, that are not expected to be used for purposes of the Project Fund to redeem outstanding Bonds, in accordance with the applicable Indenture.

The Assessments shall not, however, be reduced to an amount less than the outstanding Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments, as shown on Exhibits F, and G, to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator

shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a result of Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding Bonds.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. Exhibit G shows the projected Annual Installments for the District. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit F.** The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel within the Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this 2026 Amended SAP, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2026 Amended SAP, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2026 Amended SAP must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2026 Amended SAP may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2026 Amended SAP.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 Amended SAP;
(2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2026 Amended SAP. Interpretations of this 2026 Amended SAP by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation.

Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this 2026 Amended SAP is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

Exhibit A	District Legal Description
Exhibit B	District Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan - Five Year Plan
Exhibit E	Service Plan - Sources and Uses
Exhibit F	Assessment Roll
Exhibit G	Estimated Annual Installments
Exhibit H	Maximum Assessment per Lot Type
Exhibit I	Estimated Allocation of Public Improvement Costs by Tract
Exhibit J	Estimated Debt Service Schedule

EXHIBIT A- DISTRICT LEGAL DESCRIPTION

Tract 1 (Northwest Quadrant):

METES AND BOUNDS DESCRIPTION of a 476.102-acre tract located in Section 11, Block JS, Abstract 343, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), said 476.102-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in a West line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289808.60, E-926282.74, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 548.88 feet from a broken nail found at the common comer of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 88°14'14" W, along the South line of said Section 11 and the North line of said Section 6, same being a South line of said 727.417-acre tract a distance of 2580.70 feet to a 1/2" iron rod found at the Southeast comer of that property conveyed to Elizabeth Montalvo in Volume 6202, Page 313, OPRLCT and a comer of said 727.417-acre tract;

THENCE N. 01°43'53" E., along a line of said 727.417-acre tract and an East line of said Montalvo property, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 625.08 feet to a metal fence post found at a comer of said 727.417-acre tract and the most Easterly Northeast comer of said Montalvo property;

THENCE N. 88°13'31" W., along a line of said 727.417-acre tract and a North line of said Montalvo property a distance of 1204.98 feet to a metal fence post found at a comer of said 727.417-acre tract and an "ell" comer of said Montalvo property;

THENCEN. 01°47'44" E., along a line of said 727.417-acre tract and an East line of said Montalvo property and the East lines of those tracts described in Volume 8455, Page 307, Volume 4150, Page 74, and Volume 4150, Page 76, OPRLCT, a distance of 2014.64 feet to a fence post found in the South line of that 14.809-acre tract described in Volume 9594, Page 191, OPRLCT, at an "ell" comer of said 727.417-acre tract;

THENCE S. 88°14'37" E., along a line of said 727.417-acre tract and the South line of said 14.809- acre tract a distance of 796.21 feet to a 1/2" iron rod with cap (Newton) found at a comer of said 727.417-acre tract and the Southeast comer of said 14.809-acre tract;

THENCE N. 01°43'22" E., along a line of said 727.417-acre tract and the East line of said 14.809- acre tract a distance of 369.94 feet to a 1/2" iron rod with cap (Newton) found at a comer of said 727.417-acre tract and the Northeast comer of said 14.809-acre tract;

THENCE N. 88°14'23" W., along a line of said 727.417-acre tract and the North line of said 14.809-acre tract, at 1682.32 feet pass the East right-of-way line of Frankford Avenue (FM 2528) as described in Volume 1012, Page 465, OPRLCT, continuing for a total distance of 1742.32 feet to a cotton spindle found in the West line of said Section 11, at a comer of said 727.417-acre tract and the Northwest comer of said 14.809-acre tract;

THENCE N. 01°44'18" E., along the West line of said Section 11 and a West line of said 727.417- acre tract a distance of 2269.05 feet to a cotton spindle found at the Northwest comer of said Section 11 and the Northwest comer of said 727.417-acre tract;

THENCE S. 88°05'04" E., along a North line of said 727.417-acre tract and the North line of said Section 11 a distance of 2080.26 feet to a 40-penny nail found at a comer of said 727.417-acre tract and the Northwest comer of that 5-acre tract described in Volume 7040, Page 170, OPRLCT;

THENCE S. 01°55'34" W., along a line of said 727.417-acre tract and the West line of said 5-acre tract, at 50.00 feet pass the South right-of-way line of Kent Street as described in Volume 1012, Page 563, OPRLCT, continuing for a total distance of 926.74 feet to a 3/8" iron rod found at the Southwest comer of said 5-acre tract and a comer of said 727.417-acre tract;

THENCE S. 88°03'33" E., along a line of said 727.417-acre tract and the South line of said 5-acre tract a distance of 234.68 feet to a 1/2" iron rod with cap (RPLS 4579) found at the Southeast comer of said 5-acre tract and a comer of said 727.417-acre tract;

THENCE N. 01°56'30" E., along the East line of said 5-acre tract and a line of said 727.417-acre tract, at 876.85 feet pass the South right-of-way line of said Kent Street, continuing for a total distance of 926.85 feet to a 60-penny nail found in the North line of said Section 11 and a North line of said 727.417-acre tract at the Northeast comer of said 5-acre tract;

THENCE S. 88°05'04" E., along the North line of said Section 11 and a North line of said 727.417- acre tract a distance of 819.69 feet to a concrete nail found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road) at a comer of said 727.417-acre tract;

THENCE S. 01°57'08" W., along said Southwesterly right-of-way line and a line of said 727.417- acre tract a distance of 50.00 feet to a 1/2" iron rod with cap (Newton) found;

THENCE S. 77°32'31" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 283.34 feet to a concrete right-of-way marker found;

THENCE S. 58°11'23" E., continuing along said right-of-way and a line of said 727.417-acre tract a distance of 1353.47 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the West right-of-way line of Slide Road, same being the West line of said 17.40-acre tract;

THENCE Southeasterly, along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 61°23'03", a chord bearing of S. 00°16'32" E., a chord distance of 1607.84 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 30°58'04" E., continuing along said right-of-way line a distance of 534.62 feet to a *112"* iron rod found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius ofl425.00 feet, a central angle of 32°18'04", a chord bearing of S. 14°49'02" E., a chord distance of 792.76 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of tangency;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 1180.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 04°11 '44" W., continuing along said right-of-way line a distance of 200.25 feet to a *112"* iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE S. 01°20'00" W., continuing along said right-of-way line a distance of 208.00 feet to a *112"* iron rod found at a point of intersection;

THENCE S. 46°32'53" W., continuing along said right-of-way line a distance of 42.27 feet to a *112"* iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the North right-of-way line of Ursuline Street;

THENCE N. 88°14'14" W., continuing along said right-of-way line a distance of 397.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 01°45'46" W., continuing along said right-of-way line, at 5.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to the Point of Beginning.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

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

Tract 2 (Northeast Quadrant):

METES AND BOUNDS DESCRIPTION of a 230.125-acre tract located in Sections 11, Block JS, Abstract 343, and Section 14, Block A, Abstracts 861 and 1332, Lubbock County, Texas, being a portion of that 727.417-acre tract described in Volume 10351, Page 176, Official Public Records of Lubbock County, Texas (OPRLCT), and a portion of that 286.14-acre tract described in Volume 10351, Page 183, OPRLCT, said 230.125-acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in an East line of that 17.40-acre street right-of-way dedication as described in County Clerk File Number (CCFN) 2012043729, OPRLCT, having a grid coordinate of N-7289776.71, E-927306.98, Texas Coordinate System of 1983, North-Central Zone, which point bears S. 88°11'41" E. a distance of 476.10 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE N. 01°48' 19" E., along an East line of said 17.40-acre tract, at 50.00 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 55.00 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a corner of said 17.40-acre tract in the North right-of-way line of Ursuline Street;

THENCE N. 85°19'56" W., along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°11'41" W., continuing along said right-of-way line a distance of 208.00 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection;

THENCE N. 43°25'50" W., continuing along said right-of-way line a distance of 42.60 feet to a "crow's foot" chiseled in concrete for a point of intersection in the East right-of-way line of Slide Road, same being the East line of said 17.40-acre tract;

THENCE N. 01°20'00" E., along said right-of-way line a distance of 1580.17 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 32°18'04", a chord bearing of N. 14°49'02" W., a chord distance of 876.21 feet to a 112" iron rod with cap marked "HUGO REED
& ASSOC" found at a point of tangency;

THENCE N. 30°58'04" W., continuing along said right-of-way line a distance of 534.62 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 44°23'25'', a chord bearing of N. 08°46'22" W., a chord distance of 1076.62 feet to a 1/2" iron rod with cap marked "HUGO REED
& ASSOC" set for a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1478.85 feet, a central angle of 06°54'41", a chord bearing. of N. 20°13 '30" E., a chord distance of 178.28 feet to a 112" iron rod with cap marked "HUGO REED
& ASSOC" found at a point of intersection;

THENCE Northeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1415.00 feet, a central angle of 09°38'59'', a chord bearing of N. 25°26'03" E., a chord distance of 238.03 feet to a 1/2" iron rod with cap marked "HUGO REED
& ASSOC" found in the Southwesterly right-of-way line of U.S. Highway 84 (Clovis Road), in a Northerly line of said 727.417-acre tract;

THENCE S. 58°11'34" E., along said Clovis Road right-of-way line and a Northerly line of said 727.417-acre tract a distance of 644.87 feet to a 1/2" iron rod with cap marked "HUGO REED &

ASSOC" found in the East line of said Section 11 and the West line of said Section 14, at a comer of said 727.417-acre tract

THENCE S. 01°45'00" W., along the East line of said Section 11 and the West line of said Section 14 and a line of said 727.417-acre tract a distance of 1447.24 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a comer of said 727.417-acre tract;

THENCE S. 88°11'29" E., along a line of said 727.417-acre tract a distance of 1696.26 feet to a 5/8" iron rod found at a comer of said 727.417-acre tract;

THENCE S. 01°50'26" W., along a line of said 727.417-acre tract a distance of 333.98 feet to a 112" iron pipe found at a comer of said 727.417-acre tract;

THENCE S. 88°08'32" E., along a line of said 727.417-acre tract a distance of 311.55 feet to a chain-link fence post found at a comer of said 727.417-acre tract;

THENCE S. 55°08'25" E., along a line of said 727.417-acre tract a distance of 3142.70 feet to a 112" iron rod with cap marked "HUGO REED & ASSOC" found at the Northwest plat limits of Tract "A'', LP&L Northwest Substation Addition as recorded in CCFN 2008042914, OPRLCT;

THENCE S. 01°48' 11" W., along said West plat limits, at 541.59 feet pass the North right-of-way line of Ursuline Street as described in Volume 1213, Page 346, OPRLCT, continuing for a total distance of 591.59 feet to a 112" iron rod found in the South line of said Section 14 and the South line of said 727.417-acre tract at the Southwest plat limits comer of said Tract "A" and the Southeast comer of this tract;

THENCE N. 88°11'41" W., along the South line of said Section 14 and the South line of said 727.417-acre tract a distance of 4164.33 feet to the Point of Beginning.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

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

Tract 3 (Southwest Quadrant, excluding portion in the North Pointe PID):

METES AND BOUNDS DESCRIPTION of a 318.340-acre being a portion of that 160.139-acre tract located in Section 6, Block JS, Abstract 1492, Lubbock County, Texas, described in Volume 9785, Page 28, Official Public Records of Lubbock County, Texas (OPRLCD, and a portion of that 153.864-acre tract located in Section 6, Block JS, Lubbock County, Texas, Abstract 1516, described in County Clerk File Number (CCFN) 2006043021, and that tract located in said Section 6 described in Volume 10263, Page 222, OPRLCT, and a portion of that 303.29-acre tract located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT, said 318.340-acre tract being further described as follows:

BEGINNING at a 112" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection in the South right-of-way line of Ursuline Street, same being a line of that 17.40-acre street right-of-way dedication as described in CCFN 2012043729, OPRLCT, having a grid

coordinate of N-7289731.09, E-926687.46, Texas Coordinate System of 1983, North-Central Zone, which point bears N. 88°14'14" W. a distance of 140.88 feet and S. 01°45'46" W. a distance of 65.00 feet from a broken nail found at the common corner of Sections 11, 6, and 5, all in Block JS, and Section 14, Block A, Lubbock County, Texas;

THENCE S. 43°27'07" E., along a line of said 17.40-acre tract a distance of 42.59 feet to an "X" chiseled in concrete set for a point of intersection in the West right-of-way line of Slide Road;

THENCE S. 01°20'00" W., along said West right-of-way line a distance of 574.41 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 1575.00 feet, a central angle of 30°31'25", a chord bearing of S. 13°55'42" E., a chord distance of 829.17 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of tangency;

THENCE S. 29°11'25" E., continuing along said right-of-way line a distance of 179.80 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of curvature;

THENCE Southeasterly, continuing along said right-of-way line, along a curve to the right, said curve having a radius of 1425.00 feet, a central angle of 30°57'31", a chord bearing of S. 13°42'39" E., a chord distance of 760.64 feet to a 1/2" iron rod found at a point of tangency;

THENCE S. 01°46'06" W., continuing along said right-of-way line a distance of 336.59 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set in the North line of a 20-foot alley dedicated by plat of Lots 535-707, North Pointe Addition to the City of Lubbock as recorded in CCFN 2006045605, OPRLCT;

THENCE N. 88°08'27" W., along the North line of said alley a distance of 228.93 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°08'27" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 56.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 46°51'33" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°08'27" W., continuing along the North line of said alley a distance of 110.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found at a point of intersection in the West line of said Section 5 and the East line of said Section 6;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 709.89 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 43°09'58" W., continuing along the North line of said alley a distance of 14.14 feet to a point of intersection;

THENCE N. 88°09'58" W., continuing along the North line of said alley a distance of 52.00 feet to a point of intersection

THENCE S. 46°50'02" W., continuing along the North line of said alley a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE N. 88°09'58" W., continuing along said alley line a distance of 539.58 feet to a point of intersection in the West plat limits of said North Pointe Addition and the East plat limits of Lots 191-290 and Tracts C and D, Lynnwood Addition to the City of Lubbock as recorded in Volume 9847, Page 139, OPRLCT;

THENCE N. 01°36'04" E., along the East plat limits of said Lynnwood Addition a distance of 49.77 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" found in the South line of said 153.864-acre tract at the Northeast comer of the plat limits of said Lynnwood Addition;

THENCE N. 88°01'32" W., along the North plat limits of said Lynnwood Addition a distance of 1325.36 feet to a "MAG" nail with shiner (AMD) found at the Northwest comer of said plat limits, at the Southwest comer of said 160.139-acre tract and the Southeast comer of said 153.864-acre tract;

THENCE N. 88°05'46" W., along the South line of said 153.864-acre tract, at 1320.00 feet pass a 1/2" iron rod found, continuing at 2130.37 feet pass the Northeast comer of Tract "A", Broadview Baptist Church Addition as recorded in Volume 1685, Page 894, OPRLCT, continuing along the North line of said Tract "A" for a total distance of 2579.92 feet to a 1/2" iron rod found in the East right-of-way line of Frankford Avenue (FM 2528) at the Southwest comer of said 153.864-acre tract and the Southwest comer of this tract;

THENCE N. 01°56'10" E., along said East right-of-way line and the West line of said 153.864- acre tract a distance of 2573.17 feet to a 1/2" iron rod found in the South right-of-way line of Ursuline Street as described in CCFN 2011027661, OPRLCT, at the Northwest comer of this tract;

THENCE S. 88°14'14" E., along the South right-of-way line of said Ursuline Street, at 2285.20 feet pass the West line of that tract described in Volume 10263, Page 222, at 2580.37 feet pass the East line of same tract and the West line of said 160.319-acre tract, continuing for a total distance of 4671.95 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 85°22'29" E., continuing along said right-of-way line a distance of 200.25 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for a point of intersection;

THENCE S. 88°14' 14" E., continuing along said right-of-way line a distance of 208.00 feet to the Point of Beginning.

SAVE & EXCEPT: Any portion of Tract 3 located in Section 5, Block JS, Lubbock County, Texas, Abstract 346, described in Volume 10016, Page 135, OPRLCT that is also currently located in the North Pointe PID.

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone.

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

Tract 4 (Small strip adjoining Southwest Quadrant):

All of the portion of Tract 5 described in the Deed to Petitioner filed in CCFN 2021019386, OPRLCT not currently located in the North Point PID (for further clarification, this tract is generally described as a strip located north of, and adjacent to, the alley north of Marshall Avenue, adjacent to Tract 3 described above.)

EXHIBIT B – BOUNDARY MAP

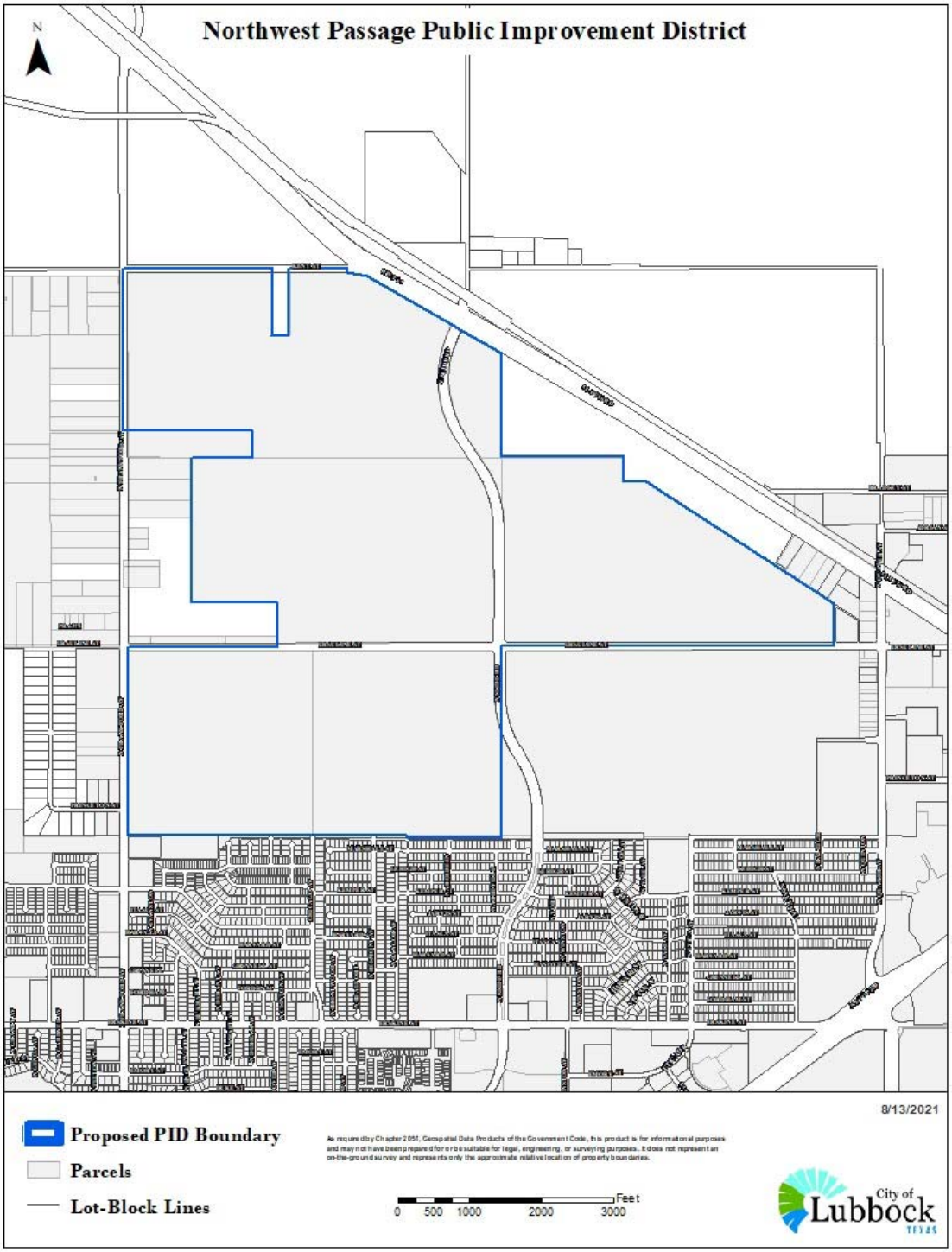


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs (a)		PID Portion	
			%	Cost
Public Improvements				
Drainage (Includes Soft Costs, Contingency and Project Management	40,825,434			9,985,000
	40,825,434			9,985,000
District Formation and Bond Issuance Costs				
Debt Service Reserve Fund	-			-
Capitalized Interest	-			-
Underwriter Discount	200,000			200,000
Cost of Issuance	250,000			250,000
	450,000			450,000
Total	**41,275,434**		25.28%	**10,435,000**

Footnotes:

[a] Costs allocated based on estimated buildout value, see Exhibit **M** for calculation of allocation percentages.

These are estimates only. They will change.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Northwest Passage PID						
Fiscal Year	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**	**FY 2029-30**	**FY 2030-31**
Annual Installments Due	**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal	-	-			365,000	380,000
Interest	-	-			368,965	355,966
Total Debt Service	**-**	**-**	**-**	**-**	**733,965**	**735,966**
Annual Collection Costs	14,286	14,230	51,485	77,514	79,065	80,646
Additional Reserve					9,125	9,500
Total Annual Installment	**14,286**	**14,230**	**51,485**	**77,514**	**822,155**	**826,112**

Future years are estimates only.

EXHIBIT E - SERVICE PLAN - SOURCES AND USES

SOURCES		
Bond Par (b)	$	10,435,000
Premium		
Owner Contribution (a)		30,840,434
TOTAL SOURCES	**$**	**41,275,434**
IMPROVEMENT		
Improvement Project	$	40,825,434
Costs of Issuance		250,000
Underwriters Discount		200,000
Capitalized Interest		
Reserve Fund		
TOTAL USES	**$**	**41,275,434**
(a) Non-reimbursable to Owner		
(b) The Owner is only entitled to reimbursement for the Actual Costs of the Authorized Improvements in an amount equal to $10,435,000		

The above are estimates only.

EXHIBIT F -ASSESSMENT ROLL

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R342383	213.00	213.00	$ 0.32
R343734	26,576.00	26,576.00	39.86
R343735	6,001,039.00	4,440,000.00	6,660.00
R347099	74,574.00	16,694.00	25.04
R347100	187,296.00	121,412.00	182.12
R347102	82,800.00	82,800.00	124.20
R347103	110,832.00	110,832.00	166.25
R350180	159,070.00	159,070.00	238.61
R350181	159,070.00	159,070.00	238.61
R350182	238,914.00	238,914.00	358.37
R350183	159,070.00	159,070.00	238.61
R350184	188,620.00	188,620.00	282.93
R350185	173,930.00	173,930.00	260.90
R350186	173,930.00	173,930.00	260.90
R350187	238,914.00	238,914.00	358.37
R350188	239,116.00	239,116.00	358.67
R350189	202,845.00	202,845.00	304.27
R350190	166,100.00	166,100.00	249.15
R350191	123,620.00	123,620.00	185.43

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R350192	123,620.00	123,620.00	185.43
R350193	159,070.00	159,070.00	238.61
R350194	181,870.00	181,870.00	272.81
R350195	150,300.00	150,300.00	225.45
R350196	142,290.00	142,290.00	213.44
R350197	211,634.00	211,634.00	317.45
R350198	132,800.00	132,800.00	199.20
R350199	123,620.00	123,620.00	185.43
R350200	170,008.00	170,008.00	255.01
R350201	205,803.00	205,803.00	308.70
R350202	202,845.00	202,845.00	304.27
R350203	247,078.00	247,078.00	370.62
R350204	206,845.00	206,845.00	310.27
R350205	158,529.00	158,529.00	237.79
R350206	158,529.00	158,529.00	237.79
R350207	158,529.00	141,829.00	212.74
R350208	181,870.00	165,170.00	247.76
R350209	195,875.00	195,875.00	293.81
R350210	239,116.00	239,116.00	358.67

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R350211	239,116.00	239,116.00	358.67
R350212	247,078.00	247,078.00	370.62
R350213	238,914.00	238,914.00	358.37
R350214	206,845.00	206,845.00	310.27
R350215	191,875.00	191,875.00	287.81
R350216	158,529.00	158,529.00	237.79
R350217	170,008.00	170,008.00	255.01
R350218	170,008.00	170,008.00	255.01
R350219	191,262.00	191,262.00	286.89
R350220	247,078.00	247,078.00	370.62
R350221	238,914.00	238,914.00	358.37
R350222	239,116.00	239,116.00	358.67
R350223	221,371.00	221,371.00	332.06
R350224	211,524.00	211,524.00	317.29
R350225	247,078.00	247,078.00	370.62
R350226	238,914.00	238,914.00	358.37
R350227	243,116.00	243,116.00	364.67
R350228	215,524.00	215,524.00	323.29
R350229	184,179.00	184,179.00	276.27

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R350230	155,000.00	155,000.00	232.50
R350231	158,529.00	158,529.00	237.79
R350232	171,583.00	171,583.00	257.37
R350233	171,696.00	171,696.00	257.54
R350234	171,583.00	171,583.00	257.37
R350235	158,529.00	141,829.00	212.74
R350236	184,179.00	184,179.00	276.27
R350237	202,845.00	202,845.00	304.27
R350238	243,116.00	243,116.00	364.67
R350239	184,179.00	184,179.00	276.27
R350240	171,583.00	171,583.00	257.37
R350241	158,529.00	158,529.00	237.79
R350242	158,529.00	158,529.00	237.79
R350243	170,678.00	170,678.00	256.02
R350244	158,529.00	158,529.00	237.79
R350245	184,179.00	184,179.00	276.27
R350246	202,845.00	202,845.00	304.27
R350247	233,224.00	233,224.00	349.84
R350248	247,078.00	247,078.00	370.62

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R350249	232,481.00	232,481.00	348.72
R350250	170,678.00	170,678.00	256.02
R350251	184,179.00	184,179.00	276.27
R350252	158,529.00	158,529.00	237.79
R350253	158,529.00	148,529.00	222.79
R350254	184,179.00	167,479.00	251.22
R350255	158,529.00	158,529.00	237.79
R350256	202,845.00	202,845.00	304.27
R350257	221,420.00	221,420.00	332.13
R350258	224,108.00	224,108.00	336.16
R350259	239,116.00	239,116.00	358.67
R350260	247,078.00	247,078.00	370.62
R350261	247,078.00	-	-
R350262	202,845.00	202,845.00	304.27
R350263	202,845.00	202,845.00	304.27
R350264	158,529.00	158,529.00	237.79
R350265	158,529.00	158,529.00	237.79
R350266	158,529.00	158,529.00	237.79
R350267	164,936.00	164,936.00	247.40

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R350268	171,353.00	171,353.00	257.03
R350269	158,529.00	158,529.00	237.79
R351709	7,235.00	-	-
R351710	5,606.00	-	-
R351777	278,906.00	278,906.00	418.36
R351965	18,020.00	18,020.00	27.03
R353316	238,914.00	-	-
R353317	166,100.00	166,100.00	249.15
R353318	166,100.00	166,100.00	249.15
R353319	159,070.00	159,070.00	238.61
R353320	228,999.00	228,999.00	343.50
R353321	170,008.00	170,008.00	255.01
R353322	181,870.00	181,870.00	272.81
R353323	170,008.00	170,008.00	255.01
R353324	123,620.00	123,620.00	185.43
R353325	123,620.00	123,620.00	185.43
R353326	150,300.00	150,300.00	225.45
R353327	150,300.00	150,300.00	225.45
R353328	158,529.00	158,529.00	237.79

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R353329	221,420.00	221,420.00	332.13
R353330	158,529.00	158,529.00	237.79
R353331	181,870.00	181,870.00	272.81
R353332	170,008.00	170,008.00	255.01
R353333	170,008.00	170,008.00	255.01
R353334	221,420.00	221,420.00	332.13
R353335	211,634.00	211,634.00	317.45
R353336	168,808.00	168,808.00	253.21
R353337	158,529.00	158,529.00	237.79
R353338	181,870.00	181,870.00	272.81
R353339	158,529.00	158,529.00	237.79
R353340	211,634.00	211,634.00	317.45
R353341	202,845.00	202,845.00	304.27
R353342	239,780.00	239,780.00	359.67
R353343	202,845.00	202,845.00	304.27
R353344	238,914.00	238,914.00	358.37
R353345	202,845.00	202,845.00	304.27
R353346	158,529.00	141,829.00	212.74
R353347	158,529.00	158,529.00	237.79

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R353348	158,529.00	158,529.00	237.79
R353349	158,529.00	141,829.00	212.74
R353350	158,529.00	158,529.00	237.79
R353351	181,899.00	181,899.00	272.85
R353355	158,529.00	158,529.00	237.79
R353356	171,696.00	171,696.00	257.54
R353357	158,529.00	158,529.00	237.79
R353358	158,529.00	158,529.00	237.79
R353359	247,078.00	247,078.00	370.62
R353360	211,634.00	211,634.00	317.45
R353361	158,529.00	158,529.00	237.79
R353362	169,891.00	169,891.00	254.84
R353363	158,529.00	158,529.00	237.79
R353364	184,179.00	184,179.00	276.27
R353365	202,845.00	202,845.00	304.27
R353366	236,083.00	236,083.00	354.12
R353367	241,409.00	241,409.00	362.11
R353368	202,845.00	202,845.00	304.27
R353369	158,529.00	158,529.00	237.79

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R353370	163,944.00	163,944.00	245.92
R353371	158,529.00	158,529.00	237.79
R353372	182,508.00	182,508.00	273.76
R354403	170,636.00	8,617.00	12.93
R354408	188,289.00	12,678.00	19.02
R355892	159,070.00	159,070.00	238.61
R355893	132,800.00	132,800.00	199.20
R355894	22,400.00	22,400.00	33.60
R355895	22,400.00	22,400.00	33.60
R355896	22,400.00	22,400.00	33.60
R355897	22,400.00	22,400.00	33.60
R355898	22,400.00	22,400.00	33.60
R355899	22,400.00	22,400.00	33.60
R355900	22,400.00	22,400.00	33.60
R355901	22,400.00	22,400.00	33.60
R355902	22,400.00	22,400.00	33.60
R355903	150,300.00	150,300.00	225.45
R355904	123,623.00	123,623.00	185.43
R355905	22,400.00	22,400.00	33.60

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R355906	132,800.00	132,800.00	199.20
R355907	123,620.00	123,620.00	185.43
R355908	22,400.00	22,400.00	33.60
R355909	22,400.00	22,400.00	33.60
R355910	22,400.00	22,400.00	33.60
R355911	22,400.00	22,400.00	33.60
R355912	22,400.00	22,400.00	33.60
R355913	32,000.00	32,000.00	48.00
R355914	22,400.00	22,400.00	33.60
R355915	22,400.00	22,400.00	33.60
R355916	22,400.00	22,400.00	33.60
R355917	22,400.00	22,400.00	33.60
R355918	22,400.00	22,400.00	33.60
R355919	22,400.00	22,400.00	33.60
R355920	22,400.00	22,400.00	33.60
R355921	22,400.00	22,400.00	33.60
R355922	22,400.00	22,400.00	33.60
R355923	22,400.00	22,400.00	33.60
R355924	22,400.00	22,400.00	33.60

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R355925	32,000.00	32,000.00	48.00
R355926	32,000.00	32,000.00	48.00
R355927	22,400.00	22,400.00	33.60
R355928	32,000.00	32,000.00	48.00
R355929	31,082.00	31,082.00	46.62
R355930	43,836.00	43,836.00	65.75
R355931	91,850.00	91,850.00	137.78
R355932	91,850.00	91,850.00	137.78
R355933	91,850.00	91,850.00	137.78
R355934	32,000.00	32,000.00	48.00
R355935	32,000.00	32,000.00	48.00
R355936	22,400.00	22,400.00	33.60
R355937	22,400.00	22,400.00	33.60
R355938	79,560.00	79,560.00	119.34
R355939	91,850.00	91,850.00	137.78
R355940	91,850.00	91,850.00	137.78
R355941	91,850.00	91,850.00	137.78
R355942	43,836.00	43,836.00	65.75
R355943	31,082.00	31,082.00	46.62

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R355944	31,082.00	31,082.00	46.62
R355945	22,400.00	22,400.00	33.60
R355946	22,400.00	22,400.00	33.60
R355947	22,400.00	22,400.00	33.60
R355948	22,400.00	22,400.00	33.60
R355949	22,400.00	22,400.00	33.60
R355950	22,400.00	22,400.00	33.60
R355951	22,400.00	22,400.00	33.60
R355952	22,400.00	22,400.00	33.60
R355953	22,400.00	22,400.00	33.60
R355954	22,400.00	22,400.00	33.60
R355955	22,400.00	22,400.00	33.60
R355956	22,400.00	22,400.00	33.60
R355957	22,400.00	22,400.00	33.60
R355958	22,400.00	22,400.00	33.60
R355959	22,400.00	22,400.00	33.60
R355960	22,400.00	22,400.00	33.60
R355961	22,400.00	22,400.00	33.60
R355962	22,400.00	22,400.00	33.60

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R355963	22,400.00	22,400.00	33.60
R355964	37,387.00	37,387.00	56.08
R355965	39,484.00	39,484.00	59.23
R355966	22,400.00	22,400.00	33.60
R355967	22,400.00	22,400.00	33.60
R355968	22,400.00	22,400.00	33.60
R355969	22,400.00	22,400.00	33.60
R355970	22,400.00	22,400.00	33.60
R355971	22,400.00	22,400.00	33.60
R355972	22,400.00	22,400.00	33.60
R355973	32,000.00	32,000.00	48.00
R355974	40,364.00	40,364.00	60.55
R355975	130,180.00	130,180.00	195.27
R355976	146,549.00	146,549.00	219.82
R355977	194,460.00	194,460.00	291.69
R355978	188,090.00	188,090.00	282.14
R355979	187,930.00	187,930.00	281.90
R355980	41,342.00	41,342.00	62.01
R355981	32,000.00	32,000.00	48.00

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R355982	32,000.00	32,000.00	48.00
R355983	32,000.00	32,000.00	48.00
R355984	32,000.00	32,000.00	48.00
R355985	22,400.00	22,400.00	33.60
R355986	32,000.00	32,000.00	48.00
R355987	22,400.00	22,400.00	33.60
R355988	22,400.00	22,400.00	33.60
R355989	22,400.00	22,400.00	33.60
R355990	22,400.00	22,400.00	33.60
R355991	22,400.00	22,400.00	33.60
R355992	22,400.00	22,400.00	33.60
R355993	22,400.00	22,400.00	33.60
R355994	22,400.00	22,400.00	33.60
R355995	25,200.00	25,200.00	37.80
R355996	22,400.00	22,400.00	33.60
R355997	22,400.00	22,400.00	33.60
R355998	22,400.00	22,400.00	33.60
R355999	22,400.00	22,400.00	33.60
R356000	22,400.00	22,400.00	33.60

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R356001	22,400.00	22,400.00	33.60
R356002	22,400.00	22,400.00	33.60
R356003	22,400.00	22,400.00	33.60
R356004	22,400.00	22,400.00	33.60
R356005	22,400.00	22,400.00	33.60
R356006	22,400.00	22,400.00	33.60
R356007	43,908.00	43,908.00	65.86
R356008	22,400.00	22,400.00	33.60
R356009	22,400.00	22,400.00	33.60
R356010	22,400.00	22,400.00	33.60
R356011	22,400.00	22,400.00	33.60
R356012	22,400.00	22,400.00	33.60
R356013	22,400.00	22,400.00	33.60
R356014	22,400.00	22,400.00	33.60
R356015	22,400.00	22,400.00	33.60
R356016	22,400.00	22,400.00	33.60
R356017	22,400.00	22,400.00	33.60
R356018	22,400.00	22,400.00	33.60
R356019	25,200.00	25,200.00	37.80

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R356020	22,400.00	22,400.00	33.60
R356021	32,000.00	32,000.00	48.00
R356022	22,400.00	22,400.00	33.60
R356023	22,400.00	22,400.00	33.60
R356024	22,400.00	22,400.00	33.60
R356025	22,400.00	22,400.00	33.60
R356026	25,200.00	25,200.00	37.80
R356027	22,400.00	22,400.00	33.60
R356028	22,400.00	22,400.00	33.60
R356029	22,400.00	22,400.00	33.60
R356030	22,400.00	22,400.00	33.60
R356031	32,000.00	32,000.00	48.00
R356032	146,670.00	146,670.00	220.01
R356033	32,000.00	32,000.00	48.00
R356034	25,200.00	25,200.00	37.80
R356035	28,000.00	28,000.00	42.00
R356036	22,400.00	22,400.00	33.60
R356037	22,400.00	22,400.00	33.60
R356038	22,400.00	22,400.00	33.60

EXHIBIT F - ASSESSMENT ROLL

Tax Ref ID Number	Market Value	Taxable Value	2026 Annual Installment
R356039	22,400.00	22,400.00	33.60
R356040	22,400.00	22,400.00	33.60
R356041	22,400.00	22,400.00	33.60
R356042	25,200.00	25,200.00	37.80
R63099	537,145.00	46,544.00	69.82
R63214	633,007.00	91,566.00	137.35
R66307	398,290.00	35,550.00	53.33
R82421	98,566.00	2,655.00	3.98
R82485	196,412.00	13,225.00	19.84
	41,694,418.00	37,389,072.00	56,083.61

EXHIBIT G - ANNUAL INSTALLMENTS

Tax Year	Principal	Interest	Annual Collection Cost	Debt Service Reserve	Total Annual Installment
2022	-	-	993	-	993
2023	-	-	10,189	-	10,189
2024	-	-	11,199	-	11,199
2025	-	-	14,286	-	14,286
2026	-	-	14,230	-	14,230
2027			51,485	-	51,485
2028			77,514	-	77,514
2029	365,000.00	368,964.54	79,064	9,125	822,154
2030	380,000.00	355,965.53	80,646	9,500	826,111
2031	390,000.00	342,506.89	82,258	9,750	824,515
2032	410,000.00	328,572.38	83,904	10,250	832,726
2033	420,000.00	314,145.17	85,582	10,500	830,227
2034	435,000.00	299,207.83	87,293	10,875	832,376
2035	455,000.00	283,742.34	89,039	11,375	839,157
2036	470,000.00	267,730.01	90,820	11,750	840,300
2037	485,000.00	251,151.51	92,636	12,125	840,913
2038	505,000.00	233,986.82	94,489	12,625	846,101
2039	520,000.00	216,215.22	96,379	13,000	845,594
2040	540,000.00	197,815.24	98,306	13,500	849,622
2041	560,000.00	178,764.67	100,273	14,000	853,037
2042	580,000.00	159,040.50	102,278	14,500	855,819
2043	600,000.00	138,618.92	104,324	15,000	857,943
2044	620,000.00	117,475.26	106,410	15,500	859,385
2045	640,000.00	95,584.00	108,538	16,000	860,122
2046	665,000.00	72,918.70	110,709	16,625	865,253
2047	685,000	49,452	112,923	17,125	864,500
2048	710,000	25,156	115,182	17,750	868,087
2049					
	10,435,000	4,297,013	2,100,950	260,875	17,093,838

[a] Interest is calculated at the rate of the Bonds.

[bl Annual Collection Costs estimated to escalate 2.00% annually.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H - MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Original Maximum Assessment Per Lot
All Lots	$0.15 per $100 valuation

EXHIBIT I - ALLOCATION OF PUBLIC IMPROVEMENT COSTS

Lot Type	No. of Lots	Estimated Average Buildout Value Per Lot	Total Extimated Buildout Value (Taxable Value)	Percentage of Benefit	Estimated Average Assessment Per Tract*	Total Estimated Assessment (Debt Principal & Interest)
Residential	4,400	293,866.82	1,293,014,001	100.0%	$ 3,348.18	$ 14,732,013.06
Tract 1	9		2,586,028	0.2%	1,473.20	29,464.03
Tract 2	334		98,269,064	7.6%	55,981.65	1,119,632.99
Tract 3	22		6,465,070	0.5%	3,683.00	73,660.07
Tract 4	955		280,584,038	21.7%	159,842.34	3,196,846.83
Tract 5	1,043		306,444,318	23.7%	174,574.35	3,491,487.10
Tract 6	708		208,175,254	16.1%	118,592.71	2,371,854.10
Tract 7	57		16,809,182	1.3%	9,575.81	191,516.17
Tract 8	634		186,194,016	14.4%	106,070.49	2,121,409.88
Tract 9	128		37,497,406	2.9%	21,361.42	427,228.38
Tract 10	207		60,771,658	4.7%	34,620.23	692,404.61
Tract 11	132		38,790,420	3.0%	22,098.02	441,960.39
Tract 12	123		36,204,392	2.8%	20,624.82	412,496.37
Tract 13	48		14,223,154	1.1%	8,102.61	162,052.14
	4,400	293,867	1,293,014,001			

* Assessment is $0.15 per $100 valuation so each lot will have a different assessment based on value. The assessment rate could be lower in later years.

This is a projection and can change each year when the Service and Assessment Plan is updated. The total estimated assessment is based on 20 years and an average amount for each lot. The actual will be different.

CITY OF LUBBOCK, TEXAS

DEBT SERVICE SCHEDULE

20 YEAR SCHEDULE

TAX & WW SYSTEM SURPLUS REV CO BDS, Series 2028

Dated Date: TBD

$10,435,000.00

NORTHWEST PASSAGE PID

FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
2029-30	365,000.00	368,964.54	733,964.54
2030-31	380,000.00	355,965.53	735,965.53
2031-32	390,000.00	342,506.89	732,506.89
2032-33	410,000.00	328,572.38	738,572.38
2033-34	420,000.00	314,145.17	734,145.17
2034-35	435,000.00	299,207.83	734,207.83
2035-36	455,000.00	283,742.34	738,742.34
2036-37	470,000.00	267,730.01	737,730.01
2037-38	485,000.00	251,151.51	736,151.51
2038-39	505,000.00	233,986.82	738,986.82
2039-40	520,000.00	216,215.22	736,215.22
2040-41	540,000.00	197,815.24	737,815.24
2041-42	560,000.00	178,764.67	738,764.67
2042-43	580,000.00	159,040.50	739,040.50
2043-44	600,000.00	138,618.92	738,618.92
2044-45	620,000.00	117,475.26	737,475.26
2045-46	640,000.00	95,584.00	735,584.00
2046-47	665,000.00	72,918.70	737,918.70
2047-48	685,000.00	49,451.99	734,451.99
2048-49	710,000.00	25,155.54	735,155.54
	$ 10,435,000.00	**$ 4,297,013.06**	**$ 14,732,013.06**

This is an estimated debt schedule only. It will change once debt has been issued.

Northwest Passage Public Improvement District
Public Hearing for the Review of the Assessment Rate
September 22, 2026 | 2:00 P.M.
Citizens Tower Council Chamber | 1314 Avenue K, Lubbock, TX 79401

Please take notice that on September 22, 2026, at 2:00 P.M., the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Citizens Tower at 1314 Avenue K, Lubbock, TX 79401. The purpose of this hearing is to consider the 2026 assessment rate for property owners in the Northwest Passage Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Business Development Department on the 9th Floor of Citizens Tower after September 11, 2026.

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 are: (i) the design, construction and maintenance of parks and greens, together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, bridges, walkways, lighting, benches, trash receptacles and similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscaping and irrigation; the design, construction and maintenance of water features such as lakes, ponds and fountains; distinctive lighting and signs; construction and improvement of pedestrian malls, passages or pathways including pedestrian bridges; design, construction and improvement of vehicular bridges and low water crossings; design, construction and improvement of community meeting halls or similar buildings; design, construction and improvement of community monuments, towers, and other amenity-type structures; acquisition and installation of art work; design, acquisition, installation, and improvement of telecommunication and similar technology systems; and special supplemental services defined in the Act, together with related permits and licenses; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision, including costs of establishing, administering and operating the District; and (iii) the District shall prioritize its expenditures as follows: (a) design, construction, maintenance, and financing for drainage improvements; then (b) design, construction, maintenance, and financing for park improvements; then (c) selection, acquisition, and maintenance for public art; then (d) all other allowable improvements and related expenditures. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is estimated at $302,940 over the next five years. The estimated annual cost rises from $14,230 in FY 2026-27 to $80,646 in FY 2030-31. The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation through tax year 2030.

Boundaries: The District is located wholly within the City of Lubbock, Texas. The Northwest Passage Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by Frankford Avenue on the west, Quaker Avenue on the east, Kent Avenue and Highway 84 on the north, and Marshall Avenue on the south. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Business Development Department on the 9th Floor of Citizens Tower.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 806-775-2025 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to: **Molly Ballesteros, City of Lubbock Business Development Department at 806-775-3083.**

The above referenced PUBLIC HEARING NOTICE was posted at the South side Citizens Tower, West of the revolving doors at 1314 Avenue K, Lubbock, Texas, on the _____ day of _____, 2026 at _____ AM/PM.

By: _____

AI# 14408
Regular City Council Meeting **6. 8.**
09/22/2026:

Information

Agenda Item

Public Hearing - Business Development: Conduct a public hearing and consider a resolution adopting the City of Lubbock Commercial Tax Abatement Guidelines and Criteria.

Item Summary

On April 23, 2024, the City Council adopted a new set of Commercial Tax Abatement Guidelines and Criteria. The Guidelines and Criteria governing Tax Abatement for Commercial Projects in the City of Lubbock have expired.

In accordance with state law, these guidelines must be reviewed and re-adopted every 2 years. No changes have been made to the document, nor are any changes recommended as part of this adoption.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Danielle Williams, Business Development Director

Attachments

Resolution - Guidelines 33
Commercial Tax Abatement Guidelines

RESOLUTION

WHEREAS, on April 9, 2024, via Resolution No. 2024-R0233, the City Council of the City of Lubbock reauthorized uniform guidelines and criteria for tax abatement for commercial projects (the "Guidelines") within the City of Lubbock in conformance with the requirements of the Texas Tax Code Chapter 312; and

WHEREAS, in accordance with Texas Tax Code § 312.002(c-1), on September 22, 2026, the City Council held a public hearing on the reauthorization and/or amendment to the Guidelines where members of the public were given an opportunity to be heard regarding such Guidelines; and

WHEREAS, under the Texas Tax Code the Guidelines approved are effective two years from the date adopted; and

WHEREAS, the City Council of the City of Lubbock desires to approve new Guidelines for commercial tax abatement; **NOW THEREFORE:**

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

THAT the City Council of the City of Lubbock hereby approves and adopts "Guidelines and Criteria Governing Tax Abatement for Commercial Projects in Designated Enterprise Zones in the City of Lubbock", which guidelines and criteria are attached as *Exhibit A* and are incorporated herein as though set forth fully herein.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Danielle Williams, Business Development Director

APPROVED AS TO FORM:

Matt Wade, City Attorney

ccdocs II/RES.Commercial Tax Abatement Guidelines 2026
September 22, 2026

Exhibit "A"
City of Lubbock, TX
Guidelines And Criteria Governing Tax Abatement For
Commercial Projects In Designated Enterprise Zones
In The City Of Lubbock

SECTION I. General Purpose:

The City of Lubbock (City) is committed to the promotion of high quality commercial development in designated Enterprise Zones within the City; and to an ongoing improvement in the quality of life for citizens residing in designated Enterprise Zones. The City recognizes that these objectives are generally served by enhancement and expansion of the local economy. The City will, on a case-by-case basis, give consideration to providing tax abatement, as authorized by V.T.C.A., Tax Code, Chapter 312, as stimulation for economic development within the designated Enterprise Zones in the City of Lubbock. It is the policy of the City that said consideration will be provided in accordance with the guidelines and criteria herein set forth and in conformity with the Tax Code.

Nothing contained herein shall imply, suggest or be understood to mean that the City is under any obligation to provide tax abatement to any specific applicant (V.T.C.A. Tax Code, Section 312.002(d)). With the above rights reserved, all applicants for tax abatement will be considered on a case-by-case basis. All tax abatement agreements must ensure that the periods and terms of abatement are directly proportional to the capital expenditures for improvements and the number of permanent, full-time jobs retained or created.

SECTION II. Definitions:

As used within these guidelines and criteria, the following words or phrases shall have the following meaning:

1. **Abatement of Taxes:** To exempt from ad valorem taxation all or part of the value of certain improvements placed on land located in a designated Enterprise Zone for commercial development purposes for any period of time up to, but not to exceed, five (5) years.

2. **Abatement Agreement:** A contract between a property owner and the City for the abatement of taxes on qualified property located within a designated Enterprise Zone as authorized by V.T.C.A., Tax Code, Section 312.204(a).

3. **Base Year Value:** The assessed value of property eligible for tax abatement as of January 1 preceding the execution of a Tax Abatement Agreement as herein defined.

4. **Commercial:** Retail, service, or office.

5. **Designated Enterprise Zones:** Enterprise zones in which the City will, on a case-by-case basis, give consideration to providing commercial tax

abatement, as authorized by V.T.C.A., Tax Code, Chapter 312, as stimulation for economic development. The eligible designated Enterprise Zones are:

Enterprise Zone Block Groups:
Census Tract 2.02 Block Groups 1 and 2
Census Tract 3.01 Block Groups 1, 2, and 3
Census Tract 6.07 Block Groups 1 and 2
Census Tract 9.01 Block Group 1
Census Tract 10.00 Block Groups 1 and 2
Census Tract 12.00 Block Groups 1, 2 and 3
Census Tract 13.00 Block Groups 1, 2, and 3
Census Tract 14.01 Block Groups 1, 2 and 3
Census Tract 14.02 Block Group 1
Census Tract 23.02 Block Groups 1 and 2
Census Tract 24.01 Block Groups 1, 2 and 3
Census Tract 24.02 Block Group 2

6. **Expansion of Existing Facilities or Structures:** The addition of buildings, structures, machinery or equipment to a Facility.

7. **Existing Facility or Structure:** A Facility as of the date of execution of the Tax Abatement Agreement, located in or on Real Property eligible for tax abatement.

8. **Facility:** The improvements made to Real Property eligible for tax abatement and including the building or structure erected on such Real Property and/or any Tangible Personal Property to be located in or on such property.

9. **Improvements to Real Property or Improvements:** The construction, addition to, structural upgrading of, replacement of, or completion of any facility located upon, or to be located upon, Real Property, as herein defined, or any Tangible Personal Property placed in or on said Real Property.

10. **Modernization/Renovation of Existing facilities:** The replacement or upgrading of existing facilities.

11. **New Facility:** The construction of a Facility that has not previously existed within the affected jurisdiction on previously undeveloped real property eligible for tax abatement.

12. **New Permanent Job:** A new employment position created by a business that has provided employment to an employee of at least 1,820 hours annually and intended to be an employment position that exists during the life of the abatement.

13. **Owner:** The record title owner of Real Property or the legal owner of Tangible Personal Property. In the case of land leased from the City or buildings leased from a private party or tax exempt property, the lessee shall

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be deemed the owner of such leased property together with all improvements and Tangible Personal Property located thereon.

14. **Productive Life:** The number of years a Facility is expected to be in service.

15. **Real Property:** Land on which Improvements are to be made or fixtures placed.

16. **Tangible Personal Property:** Any Personal Property, not otherwise defined herein, and which is necessary for the proper operation of the Facility.

SECTION III. Intent of Criteria and Guidelines:

The intent of the criteria and guidelines, as herein set forth, is to establish the minimum standards which an applicant for tax abatement must meet in order to be considered for such status by the City.

SECTION IV. Criteria and Guidelines for Tax Abatement:

Any type of Facility will be eligible for tax abatement consideration provided such Facility meets the following guidelines and criteria:

1. A business must clearly add to the Lubbock economic base. Compliance with this criterion must show that if the company is qualifying on the jobs requirement that the jobs being proposed will not simply displace other similar jobs in the community.

2. Creation of new value: Abatement may only be granted for the additional value resulting from any of the following:

   (a) modernization/renovation of existing facilities of any type as herein defined.

   (b) construction of a new facility of any type as herein defined.

   (c) expansion of existing facilities of any type as herein defined.

3. New or existing facilities, of any type herein defined, located in a designated Enterprise Zone, (Designated Enterprise Zones are automatic Reinvestment Zones) or upon Real Property eligible for such status will be eligible for consideration for tax abatement status provided all other criteria or guidelines are satisfied.

4. Improvements to Real Property are eligible for tax abatement status.

5. The following types of property shall be ineligible for tax abatement status and shall be fully taxed:

   (a) Real Property;

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(b) inventories or supplies;

(c) tools;

(d) furnishings and other forms of movable personal property;

(e) vehicles;

(f) aircraft;

(g) housing (single family and multi-family);

(h) boats;

(i) property owned by the State of Texas or any state agency; and,

(j) property owned or leased by a member of the City Council who did not have an active tax abatement in place before becoming a member of the governing body.

6. In order for a Facility to qualify for abatement, the following conditions must apply:

   (a) The owner or leaseholder of Real Property must make eligible improvements to the Real Property; and,

   (b) In the case of lessees, the leaseholder must have a lease commitment of at least five (5) years.

   (c) Property must be properly zoned for the use stated by the owner in the application.

7. The amount and term of abatement shall be determined, at the City Council's discretion, on a case-by-case basis, however, in no event shall taxes be abated for a term in excess of five (5) years. The amount of the taxable value of improvements to be abated and the term of the abatement shall be determined by the City in all cases.

8. No commercial property shall be eligible for tax abatement under these guidelines and criteria unless such property is located in a designated Enterprise Zone in accordance with Government Code, Chapter 2303.101, and as defined in Section II(5), and the tax abatement application is filed with the City before construction begins.

9. The minimum economic qualification for tax abatement shall be as follows:

   (a) $5 million investment, and

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(b) Twenty-five (25) new permanent jobs and at least 30% of the business' new employees in the zone are residents of any zone within the City.

10. Notwithstanding any of the requirements set forth in Section 9 above, the Lubbock City Council upon the affirmative vote of three-fourths (3/4) of its members may vary any of the above requirements when it is demonstrated by the applicant for tax abatement that the variation is in the best interest of the City to do so, and will enhance the economic development of the City. By way of example only, and not by limitation, the Lubbock City Council may consider the following or similar terms in determining whether a variance shall be granted:

    (a) That the increase in productivity of the Facility will be substantial and hence directly benefit the economy.

    (b) That the increase of goods or services produced by the Facility will be substantial, and directly benefit the economy.

    (c) That the employment maintained at the Facility will be increased.

    (d) That the waiver of the requirement will contribute, and provide for the retention of existing jobs within the City.

    (e) Any other evidence tending to show a direct economic benefit to the City.

11. Taxability:

    (a) The portion of the value of improvements to be abated shall be abated in accordance with the terms and provisions of a Tax Abatement Agreement executed between the City and the owner of the Real Property and/or Tangible Personal Property, (which agreement shall be) in accord with the provisions of V.T.C.A., Tax Code, Section 312.205.

    (b) All ineligible property, if otherwise taxable as herein described, shall be fully taxed.

12. The Lubbock City Council shall have total discretion as to whether tax abatement is to be granted. Such discretion, as herein retained, shall be exercised on a case-by-case basis. The adoption of these guidelines and criteria by the Lubbock City Council does not:

    (a) Limit the discretion of the Lubbock City Council to decide whether to enter into a specific Tax Abatement Agreement;

    (b) Limit the discretion of the Lubbock City Council to delegate to its employees the authority to determine whether or not the Lubbock City Council should consider a particular application or request for tax abatement; or,

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(c) Create any property, contract, or other legal right in any person to have the Lubbock City Council consider or grant a specific application or request for tax abatement.

13. The burden to demonstrate that an application for tax abatement should be granted shall be upon the applicant. The City shall have full authority to request any additional information from the applicant that the Lubbock City Council deems necessary to assist it in considering such application.

SECTION V. <u>Tax Abatement Agreement</u>:

1. The Tax Abatement Agreement may be executed between the owner and the City. A Tax Abatement Agreement shall:

(a) Establish and set forth the Base Year assessed value of the property for which tax abatement is sought.

(b) Provide that the taxes paid on the Base Year assessed value shall not be abated as a result of the execution of said Tax Abatement Agreement.

(c) Provide that ineligible property as subscribed in Section IV(5) hereinabove shall be fully taxed.

(d) Provide for the exemption of improvements in each year covered by the agreement, only to the extent the value of such improvements for each such year exceeds the value for the year in which the agreement is executed.

(e) Fully describe and list the kind, number and location of all proposed improvements to be made in or on the Real Property.

(f) Set forth the estimated value of all improvements to be made in or on the Real Property.

(g) Clearly provide that tax abatement shall be granted only to the extent:

(1) The improvements to Real Property increase the value of the Real Property for the year in which the Tax Abatement Agreement is executed; and,

(2) That the Tangible Personal Property improvements to Real Property were not located on the Real Property prior to the execution of the Tax Abatement Agreement.

(h) Provide for the portion of the value of the improvements to Real Property or improvements to be abated. This determination is to be made consistent with the provisions of Section IV(5) of these guidelines and criteria as hereinabove set forth.

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(i) Provide for the commencement date and the termination date. In no event shall the commencement date occur prior to 90 percent completion of the project (both Real and Personal property). In no event shall the termination date exceed a period of five (5) years from the commencement date.

(j) or Describe the type and proposed use of the improvements to Real Property improvements including:

(1) The type of facility.

(2) Whether the improvements are for a new facility or renovation of a facility.

(3) The nature of the construction, proposed time table of completion, a map or drawings of the improvements above mentioned.

(4) The amount of investment and the commitment for the creation of new jobs.

(5) A list containing the kind, number and location of all proposed improvements.

(6) Any other information required by the City.

(k) Provide a legal description of the Real Property upon which improvements are to be made.

(l) Provide access to and authorize inspection of the Real Property or improvements by employees of the City, who have executed a Tax Abatement Agreement with the owner to insure improvements are made according to the specifications and conditions of the Tax Abatement Agreement.

(m) Provide for the limitation of the uses of the Real Property or improvements consistent with the general purpose of encouraging development or redevelopment of the zone during the period covered by the Tax Abatement Agreement.

(n) Provide for contractual obligations in the event of default by the owner, violation of the terms or conditions by the owner, recapturing property tax revenue in the event the owner defaults or otherwise fails to make improvements as provided in said Tax Abatement Agreement, and any other provision as may be required or authorized by State law.

(o) Contain each term agreed to by the owner of the property.

(p) Require the owner of the property to certify annually to the Lubbock City Council that the owner is in compliance with each applicable term of the agreement.

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(q) Provide that the Lubbock City Council may cancel or modify the agreement if the property owner fails to comply with the agreement.

2. Not later than the seventh day before the City (as required by V.T.C.A., Tax Code, Section 312.2041) enters into an agreement for tax abatement under V.T.C.A., Tax Code, Section 312.204, the Lubbock City Council or a designated officer or employee thereof shall deliver to the presiding officer of the governing body of each of the taxing units in which the property to be subject to the agreement is located, a written notice that the City intends to enter into the agreement. The notice must include a copy of the proposed Tax Abatement Agreement.

3. A notice, as above described in Section 2, is presumed delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.

4. Failure to deliver the notice does not affect the validity of the agreement.

SECTION VI. <u>Application</u>:

1. Any present owner of taxable commercial property located within the designated Enterprise Zone of the City of Lubbock may apply for tax abatement by filing an application with the City of Lubbock.

2. The application shall consist of a completed application form accompanied by:

(a) A general description of the improvements to be undertaken.

(b) A descriptive list of the improvements for which tax abatement is requested.

(c) A list of the kind, number and location of all proposed improvements of the Real Property Facility of Existing Facility.

(d) A map indicating the approximate location of improvements on the Real Property Facility or Existing Facility together with the location of any or all Existing Facilities located on the Real Property or Facility.

(e) A list of any and all Tangible Personal Property presently existing on the Real Property or located in an existing facility.

(f) A legal description of the property.

(g) Address of the property.

(h) A proposed time schedule for undertaking and completing the proposed improvements.

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(i) A general description stating whether the proposed improvements are in connection with:

(1) the modernization of a facility (of any type herein defined); or,

(2) construction of a new facility; or

(3) expansion of a facility; or

(4) any combination of the above.

(j) A statement of the additional value to the Real Property or Facility as a result of the proposed improvements.

(k) A statement of the assessed value of the Real Property, Facility or Existing Facility for the Base Year.

(l) Information concerning the number of new jobs that will be created or information concerning the number of existing jobs to be retained as result of the improvements undertaken.

(m) A statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.

(n) Any other information which the City deems appropriate for evaluating the financial capacity of the applicant and compatibility of the proposed improvements with these guidelines and criteria.

(o) Information that is provided to the City in connection with an application or request for tax abatement, and which describes the specific processes or business activity to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the Tax Abatement Agreement is executed. Information in the custody of the City after the agreement is executed is not confidential. (V.T.C.A., Tax Code, Section 312.003).

(p) The City shall determine if the property described in said application is within a designated Enterprise Zone. If the City determines that the property described is not within a current Enterprise Zone, as defined in Section II(5), then they shall so notify the applicant and said application shall then be returned to the applicant.

SECTION VII. <u>Investment/Jobs Documentation</u>

1. The investment commitment in the Tax Abatement Agreement will be verified as follows:

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a. The City will request the value of the Real and Personal Property from the Lubbock Central Appraisal Value, and if the value minus the base year, meets the agreement commitment, it will serve as verification that the investment met the requirement in the agreement; or

b. If the Lubbock Central Appraisal District value, minus the base year value, does not meet the investment commitment in the agreement, the Company will provide invoices documenting the actual investment to verify the investment met the investment commitment in the agreement.

2. Confirmation of the job creation requirement will be verified as follows:

a. The company will provide the City with a copy of the State Employment report filed with the State of Texas for the quarter ending after the date in the contract that the jobs are required to be created.

b. Job creation will be audited annually to assure retention of jobs. Each year during the City audit of Tax Abatement Agreements, the company will provide the City with the 4th quarter employment report filed with the State of Texas to confirm job retention. If the employment in the 4th quarter report does not meet the requirement for retention of the created jobs, the City may request the quarterly reports for the 1st, 2nd, and 3rd quarters of that audit year to determine compliance.

3. The City may request and the company shall promptly provide any additional information that the City deems necessary to confirm that the company is in compliance with the terms of the Tax Abatement Agreement.

SECTION VIII. Default Options

1. In the event that the applicant or owner has entered into a Tax Abatement Agreement to make improvements as defined in Section IV(2) above, but fails to undertake or complete such improvements; fails to create all or a portion of the new jobs provided by the Tax Abatement Agreement; or is in default of any of the terms or conditions contained in the Tax Abatement Agreement; then in such event the City shall give the applicant or owner sixty (60) days notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the City that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, the City shall have three options:

(a) The City may renegotiate the Tax Abatement Agreement with the applicant or owner in which case the current Guidelines and Criteria Governing Tax Abatement for Commercial Projects in Designated Enterprise Zones shall apply to the new Agreement; or

(b) The City may determine that good cause exists to cancel the Tax Abatement Agreement and all abatement of taxes shall terminate immediately; or

(c) The City may terminate the Tax Abatement Agreement and recapture taxes abated under Section IX, Recapture.

2. In any of the three options in Paragraph 1 above, the City shall determine whether default has occurred by the applicant or owner in the terms and conditions of the Tax Abatement Agreement and shall so notify all other affected jurisdictions.

SECTION IX. Recapture

1. In the event that any type of facility, is completed and begins producing goods or services, but subsequently discontinues producing goods or services for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of applicant or owner for a period of 180 days during the term of a Tax Abatement Agreement, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination. The burden shall be upon the applicant or owner to prove to the satisfaction of the City that the discontinuance of producing goods or services was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of applicant or owner. In the event the applicant or owner meets this burden, and the City is satisfied that the discontinuance of the production of goods or services was the result of events beyond the control of the applicant or owner, then such applicant or owner shall have a period of one year in which to resume the production of goods and services. In the event that the applicant or owner fails to resume the production of goods or services within one year, then the Tax Abatement Agreement shall terminate and the abatement of all taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to each affected jurisdiction by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination. The one year time period, hereinabove mentioned, shall commence upon written notification from the City to the applicant or owner.

2. In the event that the applicant or owner has entered into a Tax Abatement Agreement to make improvements to a facility of any type described in Section 1 above, but fails to undertake or complete such improvements or fails to create all or a portion of the number of new jobs provided by the Tax Abatement Agreement, then in such event the City shall give the applicant or owner sixty (60) days notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the City, above mentioned, that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event that the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be

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payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

3. In the event that the City determines that the applicant or owner is in default of any of the terms or conditions contained in the Tax Abatement Agreement, then in such event the City shall give the applicant or owner sixty (60) days written notice to cure such default. In the event such default is not cured to the satisfaction of the City within the sixty (60) days notice period, then the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

4. In the event that the applicant or owner allows ad valorem taxes on property ineligible for tax abatement owed to the City, to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination, under this section takes place, shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

5. In the event that the applicant or owner, who has executed a Tax Abatement Agreement with the City, relocates the business, for which tax abatement has been granted, to a location outside of the designated Reinvestment Zone, then in such event, the Tax Abatement Agreement shall terminate after sixty (60) days written notice by the City to the applicant or owner. Taxes abated during the calendar year in which termination, under this section takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

6. The date of termination as that term is used in this Section IX shall, in every instance, be the 60th day after the day the City sends notice of default, in the mail to the address shown in the Tax Abatement Agreement to the applicant or owner. Should the default be cured by the applicant or owner within the sixty (60) day notice period, the applicant or owner shall be responsible for so advising the City and obtaining a release from the notice of default from the City, failing in which, the abatement remains terminated and the abated taxes must be paid.

7. In every case of termination set forth in Paragraphs 1, 2, 3, 4, and 5 above, the City shall determine whether default has occurred by the applicant or owner in the terms and conditions of the Tax Abatement Agreement and shall so notify all other affected jurisdictions.

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8. In the event that a Tax Abatement Agreement is terminated for any reason whatsoever, and taxes are not paid within the time period herein specified, then in such event, the provisions of V.T.C.A., Tax Code, Section 33.01 will apply.

SECTION X. Miscellaneous:

1. Any notice required to be given by these criteria or guidelines shall be given in the following manner:

   (a) To the applicant or owner: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

   (b) To the City: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

2. The Chief Appraiser of the Lubbock Central Appraisal District shall annually assess the Real and Personal Property comprising the Reinvestment Zone. Each year, the applicant or owner receiving tax abatement shall furnish the Chief Appraiser with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the City which levies taxes of the amount of assessment.

3. Upon the completion of improvements made to Facility as set forth in Section V(1) of these criteria and guidelines, a designated employee or employees of the City shall have access to the Facility to ensure compliance with the Tax Abatement Agreement.

4. A Tax Abatement Agreement may be assigned to a new owner, but only after written consent has been obtained from the City.

5. These guidelines and criteria adopted by the Lubbock City Council are effective for two years from the date adopted. At the end of the two-year term, these guidelines and criteria may be readopted, modified, amended or rewritten as the conditions may warrant.

6. Each affected jurisdiction shall determine whether or not said affected jurisdiction elects to become eligible to participate in tax abatement. In the event the affected jurisdiction elects by resolution to become eligible to participate in tax abatement, then such affected jurisdiction shall adopt guidelines and criteria by separate resolution forwarding a copy of both resolutions to all other affected jurisdictions.

7. These guidelines only apply to the City of Lubbock and any company wishing to apply for tax abatement from other taxing jurisdictions will need to contact the applicable taxing jurisdiction for their criteria and guidelines and requirements for applying for tax abatement.

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8. In the event of a conflict between these guidelines and criteria and V.T.C.A., Tax Code, Chapter 312, then in such event, the Tax Code shall prevail, and these guidelines and criteria interpreted accordingly.

9. The guidelines and criteria, once adopted by the City, may be amended or repealed by a vote of three-fourths (3/4) of the members of the Lubbock City Council during the two-year term in which these guidelines and criteria are effective.

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AI# 14410
Regular City Council Meeting **6. 9.**
09/22/2026:

Information

Agenda Item

Public Hearing - Business Development: Conduct a public hearing and consider a resolution adopting the City of Lubbock Industrial Tax Abatement Guidelines and Criteria.

Item Summary

On April 23, 2024, the City Council adopted a new set of Industrial Tax Abatement Guidelines and Criteria. The Guidelines and Criteria governing Tax Abatment for Industrial Projects in the City of Lubbock have expired.

In accordance with state law, the City's Tax Abatement Guidelines must be reviewed and re-adopted every two years. Staff has completed the required review and recommends re-adoption of the guidelines with two minor revisions.
The proposed revisions remove references to data centers from the guidelines, as follows:

- **Section II – Definitions:** Removal of the definition of "Information and Data Center," which described a facility used to house computer systems and associated components, including telecommunications, storage systems, applications, backups, and other information-related operations.
- **Section IV.2 – Criteria and Guidelines for Tax Abatement:** Removal of "Information and Data Centers" as a listed criterion/category for tax abatement consideration.

Staff recommends adoption of the revised Tax Abatement Guidelines as presented.

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Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Danielle Williams, Business Development Director

Attachments

Resolution - Guidelines 22
Industrial Tax Abatement Guidelines

RESOLUTION

WHEREAS, on April 9, 2024, via Resolution No. 2024-R0232, the City Council of the City of Lubbock reauthorized uniform guidelines and criteria for tax abatement for industrial projects (the "Guidelines") within the City of Lubbock in conformance with the requirements of the Texas Tax Code Chapter 312; and

WHEREAS, in accordance with Texas Tax Code § 312.002(c-1), on September 22, 2026, the City Council held a public hearing on the reauthorization and/or amendment to the Guidelines where members of the public were given an opportunity to be heard regarding such Guidelines; and

WHEREAS, under the Texas Tax Code the Guidelines approved are effective two years from the date adopted; and

WHEREAS, the City Council of the City of Lubbock desires to approve new Guidelines for industrial tax abatement; **NOW THEREFORE:**

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

THAT the City Council of the City of Lubbock hereby approves and adopts "Guidelines and Criteria Governing Tax Abatement for Industrial Projects in Designated Enterprise Zones in the City of Lubbock", which guidelines and criteria are attached as *Exhibit A* and are incorporated herein as though set forth fully herein.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Danielle Williams, Business Development Director

APPROVED AS TO FORM:

Matt Wade, City Attorney

ccdocs II/RES.Industrial Tax Abatement Guidelines 2026
September 22, 2026

Exhibit A
City of Lubbock, TX
Guidelines and Criteria Governing Tax Abatement For
Industrial Projects In The City of Lubbock

SECTION I. General Purpose:

The City of Lubbock (City) is committed to the promotion of high quality development in all parts of the City of Lubbock, Texas; and to an ongoing improvement in the quality of life for the citizens residing within the City. The City recognizes that these objectives are generally served by enhancement and expansion of the local economy. The City will, on a case by case basis, give consideration to providing tax abatement, as authorized by V.T.C.A., Tax Code, Chapter 312, as stimulation for economic development within the City. It is the policy of the City that said consideration will be provided in accordance with the guidelines and criteria herein set forth and in conformity with the Tax Code.

Nothing contained herein shall imply, suggest or be understood to mean that the City is under any obligation to provide tax abatement to any applicant and attention is called to V.T.C.A., Tax Code, Section 312.002(d). With the above rights reserved all applications for tax abatement will be considered on a case by case basis. All tax abatement agreements must ensure that the periods and terms of abatement are directly proportional to the capital expenditures for improvements and the number of permanent, full-time jobs retained or created.

SECTION II. Definitions:

As used within these guidelines and criteria, the following words or phrases shall have the following meaning:

1. **Abatement of Taxes**: To exempt from ad valorem taxation all or part of the value of certain Improvements placed on land located in a Reinvestment Zone designated for economic development purposes as of the date specified in the Tax Abatement Agreement for any period of time up to, but not to exceed, ten (10) years.

2. **Abatement Agreement:** (1) A contract between a property owner and the City for the abatement of taxes on qualified property located within a Reinvestment Zone or a designated Enterprise Zone; or, (2) a contract for the abatement of taxes between the City and a certified air carrier who owns or leases Real Property located within the Reinvestment Zone or Tangible Personal Property or both as authorized by V.T.C.A., Tax Code, Section 312.204(e)

3. **Advanced Technologies and Manufacturing:** Use of innovative technologies to create existing products and the creation of new products and can include production activities that depend on information, automation, computation, software, sensing, and networking.

4. **Base Year Value**: The assessed value of property eligible for tax abatement as of January 1 preceding the execution of an Abatement Agreement as herein defined.

5. **Distribution Center Facility**: A building or structure including Tangible Personal Property used or to be used primarily to receive, store, service or distribute goods or materials.

6. **Expansion of Existing Facilities or Structures**: The addition of buildings, structures, machinery or equipment to a Facility.

7. **Existing Facility or Structure**: A facility as of the date of execution of the Tax Abatement Agreement, located in or on Real Property eligible for tax abatement.

8. **Facility**: The improvements made to Real Property eligible for tax abatement and including the building or structure erected on such Real Property and/or any Tangible Personal Property to be located in or on such property.

9. **Information and Data Center**: Facility used to house computer systems and associated components, such as telecommunications and storage systems. The main purpose of the facility is running applications that handle the core business and operational data of organizations, off-site backups and other informational operations.

10. **Improvements to Real Property or Improvements**: Shall mean the construction, addition to, structural upgrading of, replacement of, or completion of any facility located upon, or to be located upon, Real Property, as herein defined, or any Tangible Personal Property placed in or on said Real Property.

11. **Manufacturing Facility**: A Facility which is or will be used for the primary purpose of the production of goods or materials or the processing or change of goods or materials to a finished product.

12. **Medical Services**: Facilities such as hospitals, specialty hospitals and other like facilities that are classified under North American Industrial Classification System Code 622.

13. **Modernization/Renovation of Existing Facilities**: The replacement or upgrading of existing facilities.

14. **New Facility**: The construction of a Facility on previously undeveloped Real Property eligible for tax abatement.

15. **New Permanent Job**: A new employment position created by a business that has provided employment to an employee of at least 1,820 hours annually and intended to be an employment position that exists during the life of the abatement.

16. **Other Basic Industry**: A Facility other than a distribution center facility, a research facility, a regional service facility or a manufacturing facility which produces goods or

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services or which creates new or expanded job opportunities and services a market of which 50% of revenues come from outside of Lubbock County, Texas.

17. **Owner:** The record title owner of Real Property or the legal owner of Tangible Personal Property. In the case of land leased from the City or buildings leased from a private party or tax exempt property, the lessee shall be deemed the owner of such leased property together with all improvements and Tangible Personal Property located thereon.

18. **Productive Life**: The number of years a Facility is expected to be in service.

19. **Real Property**: Land on which improvements are to be made or fixtures placed.

20. **Regional Services Facility**: A Facility, the primary purpose of which is to service or repair goods or materials and which creates job opportunities within the affected jurisdictions.

21. **Reinvestment Zone**: Real Property designated as a Reinvestment Zone under the provisions of V.T.C.A., Tax Code, Section 312.202.

22. **Research Facility**: A Facility used or to be used primarily for research or experimentation to improve or develop new goods and/or services or to improve or develop the production process for such goods and/or services.

23. **Tangible Personal Property**: Any Personal Property, not otherwise defined herein and which is necessary for the proper operation of any type of Facility.

SECTION III. Intent of Criteria and Guidelines:

The Intent of the Criteria and Guidelines, as herein set forth, is to establish the minimum standards which an applicant for tax abatement must meet in order to be considered for such status by the City.

SECTION IV. Criteria and Guidelines for Tax Abatement:

Any type of Facility will be eligible for tax abatement consideration provided such Facility meets the following guidelines and criteria:

1. To qualify for Tax Abatement, the company must meet **both** of the following criteria:

    a) The modernization or expansion of an existing facility of any type as herein defined **or** construction of a new facility of any type as herein defined.

b) Producer, manufacturer or distributor of goods and services of which 50 percent or more are distributed outside of Lubbock County.

2. In addition to the aforementioned, the City will consider abatement only if the company meets **one of the following criteria:**

   a) One of the following target industries:

      i) Advanced Technologies and Manufacturing

      ii) Value-added Agricultural Production including Food Processing and Machinery

      iii) Research and Development

      iv) Medical Services (as defined in Section II Definitions)

      v) Warehouse/Distribution

      vi) Corporate Headquarters of a Regional/National Service Center

      vii) Information and Data Centers

   b) The project is not included as a target industry, but has the potential of generating additional, significant economic development opportunities to Lubbock.

3. The company must meet one of the following criteria:

   a) The project will add at least $10 million in Real Property improvements or new Tangible Personal Property, or combination of the two, **and** 25 new permanent jobs if the facility is a **company new to Lubbock.**

   b) The project will add at least $10 million in Real Property improvements or new Tangible Personal Property, or combination of the two, **and** 25 new permanent jobs if the facility is **an existing company**.

4. New or existing facilities of any type herein defined, located in a designated Enterprise Zone, Reinvestment Zone, or upon Real Property eligible for such status will be eligible for consideration for tax abatement status provided that all other criteria and guidelines are satisfied.

5. Improvements to Real Property and on-site raw materials, works in progress, supplies, and tools are eligible for tax abatement status.

6. The following types of Property shall be ineligible for tax abatement status and shall be fully taxed:

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a) Real Property;

b) finished goods;

c) furnishings and other forms of movable personal property;

d) vehicles;

e) aircraft;

f) housing (single family and multi-family);

g) boats;

h) hotel accommodations;

i) motel accommodations;

j) retail businesses;

k) property owned by the State of Texas or any State agency; and,

l) property owned or leased by a member of the City Council who did not have an active tax abatement in place before becoming a member of the governing body.

7. In order for a Facility to qualify for abatement, the following conditions must apply:

   a) The owner or leaseholder of Real Property must make eligible improvements to the real property; and,

   b) In the case of lessees, the leaseholder must have a lease commitment of at least five (5) years.

8. In Reinvestment Zones, the amount and term of abatement shall be determined, at the City Council's discretion, on a case by case basis, however, in no event shall taxes be abated for a term in excess of ten (10) years. The amount of the taxable value of improvements to be abated and the term of the abatement shall be determined by the City in all cases where the property for which tax abatement is applied for is within the City limits of the City. A Reinvestment Zone that is a State Enterprise Zone is designated for the same period as a State Enterprise Zone as provided by Chapter 2303, Government Code. The authority of all other taxing units shall be as set forth in V.T.C.A., Tax Code, Section 312.206.

   In Enterprise Zones, the governing body of each taxing jurisdiction may execute a written agreement with the owner of the property. The agreement may, but is not

required to, contain terms that are identical to those contained in the agreement with the municipality, county, or both, whichever applies, and the only terms for the agreement that may vary are the portion of the property that is to be exempt from taxation under the agreement and the duration of the agreement.

No property shall be eligible for tax abatement unless such property is located in a Reinvestment Zone in accordance with V.T.C.A., Tax Code, Section 312.202 or a designated Enterprise Zone as provided by V.T.C.A Gov. Code, Chapter 2303, and the tax abatement application is filed with the City before construction begins.

9. Taxability:

a) The portion of the value of improvements to be abated shall be abated in accordance with the terms and provisions of a Tax Abatement Agreement executed between the City and the owner of the Real Property and/or Tangible Personal Property, (which agreement shall be) in accordance with the provisions of V.T.C.A., Tax Code, Section 312.205.

b) All ineligible property, if otherwise taxable as herein described, shall be fully taxed.

10. The Lubbock City Council shall have total discretion as to whether tax abatement is to be granted. Such discretion, as herein retained, shall be exercised on a case by case basis. The adoption of these guidelines and criteria by the Lubbock City Council does not:

a) Limit the discretion of the Lubbock City Council to decide whether to enter into a specific Tax Abatement Agreement;

b) Limit the discretion of the Lubbock City Council to delegate to its employees the authority to determine whether or not the Lubbock City Council should consider a particular application or request for tax abatement; or,

c) Create any property, contract, or other legal right in any person to have the Lubbock City Council consider or grant a specific application or request for tax abatement.

11. The burden to demonstrate that an application for tax abatement should be granted shall be upon the applicant. The City shall have full authority to request any additional information from the applicant that the Lubbock City Council deems necessary to assist it in considering such application.

SECTION V. Criteria and Guidelines for Creation of Reinvestment Zone:

1. No Property shall be eligible for tax abatement unless such property is located in an Enterprise Zone, as designated under Chapter 2303 of the Government Code, or is located in a Reinvestment Zone designated as such in accordance with V.T.C.A., Tax

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Code, Section 312.202. To be designated as a Reinvestment Zone an area must meet one of the following:

a) Substantially arrest or impair the sound growth of the municipality or county creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:

    1. a substantial number of substandard, slum, deteriorated, or deteriorating structures;

    2. the predominance of defective or inadequate sidewalks or streets;

    3. faulty size, adequacy, accessibility or usefulness of lots;

    4. unsanitary or unsafe conditions;

    5. the deterioration of site or other improvements;

    6. tax or special assessment delinquency exceeding the fair value of the land;

    7. defective or unusual conditions of title;

    8. conditions that endanger life or property by fire or other cause; or,

    9. any combination of these factors;

b) Be predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality;

c) Be in a federally assisted new community located in a home rule municipality or in an area immediately adjacent to a federally assisted new community located in a home rule municipality;

d) Be located entirely in an area that meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5318);

e) Encompass signs, billboards, or other outdoor advertising structures designated by the governing body of the municipality for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the municipality, which the legislature declares to be a public purpose; or,

f) Be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that

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would be a benefit to the property and that would contribute to the economic development of the municipality.

2. For purposes of this Section, federally assisted new community is a federally assisted area:

   a) That has received or will receive assistance in the form of loan guarantees under Title X of the National Housing Act (12 U.S.C., Section 1749aa et seq); and,

   b) A portion of which has received grants under Section 107 (a)(1) of the Housing and Community Development Act of 1974, as amended.

3. The Lubbock City Council, as required by Section 312.201, shall hold a public hearing on the designation of an area within its jurisdiction as a Reinvestment Zone. The burden shall be on the owner of the property sought to be included in the zone or applicant for the creation of the Reinvestment Zone to establish the following:

   a) That the requirements of Subsection 1 of this Section have been met.

   b) That the improvements sought are feasible and practical.

4. No later than the seventh day before the date set for the above public hearing notice of such hearing shall be:

   a) Published in a newspaper having general circulation in the City.

   b) Delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries Real Property that is to be included in the Reinvestment Zone.

5. At the public hearing above described in Section 3 above, any interested person is entitled to speak and present evidence for or against the designation of such Reinvestment Zone.

6. At the conclusion of the hearing described in Section 3 above, the Lubbock City Council shall enter its findings as follows:

   a) That the applicant or owner has or has not met his burden as hereinabove set forth, and/or,

   b) That the improvements sought are or are not feasible and practical.

   c) That the proposed improvements sought will or will not be a benefit to the land to be included in the Reinvestment Zone and to the City after the expiration of an agreement entered into under V.T.C.A., Tax Code, Section 312.204.

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7. An application for the creation of a Reinvestment Zone shall not be granted unless the City enters affirmative findings to Subsections a, b, and c of Section 6 above set forth.

8. At the conclusion of the public hearing herein required and upon the affirmative finding of the Lubbock City Council as required by Section 7 above set forth, the governing body may designate a Reinvestment Zone in accordance with the provisions of V.T.C.A., Tax Code, Sections 312.201.

9. The designation of a Reinvestment Zone expires five years after the date of the designation and may be renewed for periods not to exceed five years, except that a Reinvestment Zone that is a State Enterprise Zone is designated for the same period as a State Enterprise Zone as provided by Chapter 2303, Government Code. The expiration of the designation does not affect an existing Tax Abatement Agreement made in accordance with V.T.C.A., Tax Code, Section 312.201 through Section 312.209.

10. Designation of an area as an Enterprise Zone under the Texas Enterprise Zone Act, Chapter 2303, Subchapter C, Texas Government Code, constitutes designation of the area as a Reinvestment Zone under Subchapter B of the Property Redevelopment and Tax Abatement Act without further hearing or other procedural requirements other than those provided by the Texas Enterprise Zone Act, Chapter 2303, Subchapter C, Texas Government Code.

SECTION VI. Tax Abatement Agreement:

1. After the creation of a Reinvestment Zone as hereinabove authorized a Tax Abatement Agreement may be executed between the owner and City. A Tax Abatement Agreement shall:

   a) Establish and set forth the Base Year assessed value of the property for which tax abatement is sought.

   b) Provide that the taxes paid on the base year assessed value shall not be abated as a result of the execution of said Tax Abatement Agreement.

   c) Provide that ineligible property as subscribed in Section IV(6) hereinabove shall be fully taxed.

   d) Provide for the exemption of improvements in each year covered by the agreement only to the extent the value of such improvements for each such year exceeds the value for the year in which the agreement is executed.

   e) Fully describe and list the kind, number and location of all proposed improvements to be made in or on the Real Property.

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f) Set forth the estimated value of all improvements to be made in or on the Real Property.

g) Clearly provide that tax abatement shall be granted only to the extent:

1. The improvements to Real Property increase the value of the Real Property for the year in which the Tax Abatement Agreement is executed; and,

2. That the Tangible Personal Property improvements to Real Property were not located on the Real Property prior to the execution of the Tax Abatement Agreement.

h) Provide for the portion of the value of the improvements to Real Property of improvements to be abated. This determination is to be made consistent with the provisions of Section IV(6) of these guidelines and criteria as hereinabove set forth.

i) Provide for the commencement date and the termination date. In no event shall the commencement date occur prior to 90 percent completion of the project (both Real and Tangible Personal Property). In no event shall the termination date exceed a period of ten years from the commencement date.

j) Describe the type and proposed use of the improvements to Real Property or improvements including:

1. The type of facility.

2. Whether the improvements are for a new facility, modernization of a facility, or expansion of a facility.

3. The nature of the construction, proposed time table of completion, a map or drawings of the improvements above mentioned.

4. The amount of investment and the commitment for the creation of new jobs.

5. A list containing the kind, number and location of all proposed improvements.

6. Any other information required by the City.

k) Provide a legal description of the Real Property upon which improvements are to be made.

l) Provide access to and authorize inspection of the Real Property or improvements by employees of the City, who have executed a Tax Abatement Agreement with owner to ensure improvements are made according to the specifications and conditions of the Tax Abatement Agreement.

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m) Provide for the limitation of the uses of the Real Property or improvements consistent with the general purpose of encouraging development or redevelopment of the zone during the period covered by the Tax Abatement Agreement.

n) Provide the contractual obligations in the event of default by owner, violation of the terms or conditions by owner, recapturing property tax revenue in the event owner defaults or otherwise fails to make improvements as provided in said Tax Abatement Agreement, and any other provision as may be required or authorized by State Law.

o) Contain each term agreed to by the owner of the property.

p) Require the owner of the property to certify annually to the Lubbock City Council that the owner is in compliance with each applicable term of the agreement.

q) Provide that the Lubbock City Council may cancel or modify the agreement if the property owner fails to comply with the agreement.

2. Not later than the seventh day before the City enters into an agreement for tax abatement under V.T.C.A., Tax Code, Section 312.204, the Lubbock City Council or a designated officer or employee thereof shall deliver to the presiding officer of the governing body of each of the taxing units in which the property to be subject to the agreement is located, a written notice that the City intends to enter into the agreement as required by V.T.C.A Tax Code, Section 312.2041. The notice must include a copy of the proposed Tax Abatement Agreement.

3. A notice, as above described in Section 2, is presumed delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.

4. Failure to deliver the notice does not affect the validity of the agreement.

SECTION VII. <u>Application</u>:

1. Any present owner of taxable property located within an affected jurisdiction may apply for tax abatement by filing an application with the City of Lubbock. The application has to be filed with the City prior to the construction start.

2. The application shall consist of a completed application form accompanied by:

a) A general description of the improvements to be undertaken.

b) A descriptive list of the improvements for which tax abatement is requested.

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c) A list of the kind, number and location of all proposed improvements of the Real Property Facility or Existing Facility.

d) A map indicating the approximate location of improvements on the Real Property Facility or Existing Facility together with the location of any or all Existing Facilities located on the Real Property or Facility.

e) A list of any and all Tangible Personal Property presently existing on the Real Property or located in an existing facility.

f) A legal description of property.

g) Address of property.

h) A proposed time schedule for undertaking and completing the proposed improvements.

i) A general description stating whether the proposed improvements are in connection with:

1. the modernization of a facility (of any type herein defined); or,

2. construction of a new facility (of any type herein defined); or,

3. expansion of a facility (of any type herein defined); or,

4. any combination of the above.

j) A statement of the additional value to the Real Property or Facility as a result of the proposed improvements.

k) A statement of the assessed value of the Real Property, Facility or Existing Facility for the Base Year.

l) Information concerning the number of new jobs that will be created or information concerning the number of existing jobs to be retained as result of the improvements undertaken.

m) A statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.

n) Any other information which the City of Lubbock deems appropriate for evaluating the financial capacity of the applicant and compatibility of the proposed improvements with these guidelines and criteria.

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o) Information that is provided to the City in connection with an application or request for tax abatement and which describes the specific processes or business activity to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the Tax Abatement Agreement is executed. Information in the custody of the City after the agreement is executed is not confidential. (V.T.C.A., Tax Code, Section 312.003).

p) The City shall determine if the property described in said application is within a designated Reinvestment Zone. If the City determines that the property described is not within a current Reinvestment Zone then they shall so notify the applicant and said application shall then be considered both as an application for the creation of a Reinvestment Zone and a request for tax abatement to be effective after the zone is created.

SECTION VIII. Investment/Jobs Documentation

1. The investment commitment in the Tax Abatement Agreement will be verified as follows:

   a. The City will request the value of the Real and Tangible Personal Property from the Lubbock Central Appraisal Value, and if the value minus the base year, meets the agreement commitment, it will serve as verification that the investment met the requirement in the agreement; or

   b. If the Lubbock Central Appraisal District value, minus the base year value, does not meet the investment commitment in the agreement, the Company will provide invoices documenting the actual investment to verify the investment met the investment commitment in the agreement.

2. Confirmation of the job creation requirement:

   a. The company will provide the City with a copy of the State Employment report filed with the State of Texas for the quarter ending after the date in the agreement that the jobs are required to be created.

3. Job creation will be audited annually to assure retention of jobs. Each year during the City audit of Tax Abatement Agreements, the company will provide the City with the 4th quarter employment report filed with the State of Texas to confirm job retention. If the employment in the 4th quarter report does not meet the requirement for retention of the created jobs, the City may request the quarterly reports for the 1st, 2nd, and 3rd quarters of that audit year to determine compliance. The City may request and the company shall promptly provide any additional information that the City deems necessary to confirm that the company is in compliance with the terms of the Tax Abatement Agreement.

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SECTION IX. Default Options

1. In the event that the applicant, owner or lessee has entered into a Tax Abatement Agreement to make improvements as defined in Section IV(2) above, but fails to undertake or complete such improvements; fails to create all or a portion of the new jobs provided by the Tax Abatement Agreement; or is in default of any of the terms or conditions contained in the Tax Abatement Agreement; then in such event the City shall give the applicant or owner sixty (60) days notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the City above mentioned that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, the City shall have three options:

   (a) The City may renegotiate the Tax Abatement Agreement with the applicant or owner in which case the current Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock shall apply to the new Agreement; or

   (b) The City may determine that good cause exists to cancel the Tax Abatement Agreement and all abatement of taxes shall terminate immediately; or

   (c) The City may terminate the Tax Abatement Agreement and recapture taxes abated under Section X, Recapture.

2. In any of the three options in Paragraph 1 above, the City shall determine whether default has occurred by the applicant or owner in the terms and conditions of the Tax Abatement Agreement and shall so notify all other affected jurisdictions.

SECTION X. Recapture

1. In the event that any type of facility is completed and begins producing goods or services, but subsequently discontinues producing goods or services for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of applicant or owner for a period of 180 days during the term of a Tax Abatement Agreement, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination. The burden shall be upon the applicant or owner to prove to the satisfaction of the City that the discontinuance of producing goods or services was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of applicant or owner. In the event that applicant or owner meets this burden and the City is satisfied that the discontinuance of the production of goods or services was the result of events beyond the control of the applicant or owner, then such applicant or owner shall have a period of one year in which to resume the production of goods and services. In the event that the applicant or owner fails to resume the production of goods or services within one year, then the Tax Abatement

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Agreement shall terminate and the abatement of all taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination. The one year time period, hereinabove mentioned, shall commence upon written notification from the City to the applicant or owner.

2. In the event that the applicant or owner has entered into a Tax Abatement Agreement to make improvements to a facility of any type described in Section 1 above, but fails to undertake or complete such improvements provided by the Tax Abatement Agreement, then in such event the City shall give the applicant or owner sixty (60) days notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the City, above mentioned, that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event that the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

3. In the event that the applicant or owner has entered into a Tax Abatement Agreement and fails to create all or a portion of the number of new jobs or does not attain the appraised value of the property provided by the Tax Abatement Agreement then in such event the City, shall give the applicant or owner sixty (60) days notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the City, above mentioned, that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event that the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, the Tax Abatement Agreement shall terminate, and the City shall recapture all or a portion of the property tax revenue lost before such termination at such amount as set forth in the Tax Abatement Agreement.

4. In the event that the City determines that the applicant or owner is in default of any of the terms or conditions contained in the Tax Abatement Agreement, then in such event the City, shall give the applicant or owner sixty (60) days written notice to cure such default. In the event such default is not cured to the satisfaction of the City within the sixty (60) days notice period, then the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

5. In the event that the applicant or owner allows ad valorem taxes on property ineligible for tax abatement owed to the City, to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such even the

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Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination, under this Section, takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

6. In the event that the applicant or owner, who has executed a Tax Abatement Agreement with the City, relocates the business for which tax abatement has been granted, to a location outside of the designated Reinvestment Zone, then in such event, the Tax Abatement Agreement shall terminate after sixty (60) days written notice by the City to the applicant or owner. Taxes abated during the calendar year in which termination, under this Section takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

7. The date of termination as that term is used in this Section IX shall, in every instance, be the 60th day after the day the City sends notice of default, in the mail to the address shown in the Tax Abatement Agreement to the applicant or owner. Should the default be cured by the applicant or owner within the sixty (60) day notice period, the applicant or owner shall be responsible for so advising the City and obtaining a release from the notice of default from the City, failing in which, the abatement remains terminated and the abated taxes must be paid.

8. In every case of termination set forth in Paragraphs 1, 2, 3, 4, and 5 above, the City shall determine whether default has occurred by the applicant or owner in the terms and conditions of the Tax Abatement Agreement and shall so notify all other affected jurisdictions.

9. In the event that a Tax Abatement Agreement is terminated for any reason whatsoever and taxes are not paid within the time period herein specified, then in such event, the provisions of V.T.C.A., Tax Code, Section 33.01 will apply.

SECTION XI. Miscellaneous:

1. Any notice required to be given by these criteria or guidelines shall be given in the following manner:

   a) To the applicant or owner: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

   b) To the City: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

2. The Chief Appraiser of the Lubbock Central Appraisal District shall annually assess the Real and Tangible Personal Property comprising the Reinvestment Zone. Each

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year, the applicant or owner receiving tax abatement shall furnish the Chief Appraiser with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the City which levies taxes of the amount of assessment.

3. Upon the completion of improvements made to any type of Facility as set forth in Section VIII(1) of these criteria and guidelines a designated employee or employees of the City having executed a Tax Abatement Agreement with applicant or owner shall have access to the Facility to insure compliance with the Tax Abatement Agreement.

4. A Tax Abatement Agreement may be assigned to a new owner but only after written consent has been obtained from the City.

5. These guidelines and criteria adopted by the City Council are effective for two years from the date adopted and shall remain in force for two years. At the end of the two year period these guidelines and criteria may be readopted, modified, amended or rewritten as the conditions may warrant.

6. Each affected jurisdiction shall determine whether or not said affected jurisdiction elects to become eligible to participate in tax abatement. In the event the affected jurisdiction elects by resolution to become eligible to participate in tax abatement, then such affected jurisdiction shall adopt guidelines and criteria by separate resolution forwarding a copy of both resolutions to all other affected jurisdictions.

7. These guidelines only apply to the City of Lubbock and any company wishing to apply for tax abatement from other taxing jurisdictions will need to contact the applicable taxing jurisdiction for their criteria and guidelines and requirements for applying for tax abatement.

8. In the event of a conflict between these guidelines and criteria and V.T.C.A., Tax Code, Chapter 312, then in such event the Tax Code shall prevail and these guidelines and criteria interpreted accordingly.

9. The guidelines and criteria once adopted by the City may be amended or repealed by a vote of three-fourths (3/4) of the members of the Lubbock City Council during the two-year term in which these guidelines and criteria are effective.

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AI# 14628
Regular City Council Meeting **6. 10.**
09/22/2026:

Information

Agenda Item

Resolution - City Council: Consider a resolution directing the City Manager to initiate the procedure outlined in Tex. Loc. Gov't Code Chapter 212, Subchapter E, to adopt a 90-Day moratorium on the acceptance, processing, and/or approval of any application for rezoning, building permits, or any request for annexation related to the development of large-scale data centers.

Item Summary

The resolution directs the City Manager to take the necessary steps to initiate the procedure for adopting a 90-day moratorium as outlined in Tex. Loc. Gov't Code Chapter 212, Subchapter E, of the Texas Local Government Code, on the acceptance, processing, and/or approval of any application for rezoning, building permits or any request for annexation related to the development of large-scale data centers.

Fiscal Impact

None

Staff/Board Recommending

Councilwoman Christy Martinez-Garcia
Councilman Gordon Harris

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CITY MANAGER TO INITIATE THE PROCEDURE OUTLINED IN TEXAS LOCAL GOVERNMENT CODE, CHAPTER 212, SUBCHAPTER E, TO ALLOW THE CITY COUNCIL TO ADOPT A 90-DAY MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND/OR APPROVAL OF ANY APPLICATION MADE WITH THE CITY OF LUBBOCK FOR REZONING, BUILDING PERMITS OR ANY REQUEST FOR ANNEXATION RELATED TO THE DEVELOPMENT OF LARGE-SCALE DATA CENTERS

WHEREAS, the City Council for the City of Lubbock, Texas pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 11, Section 5 of the Texas Constitution as a home rule city, has the authority to set forth ordinances and regulations and exercise its police powers for the public health, safety, morals, or general welfare of the citizens of the City of Lubbock; and

WHEREAS, there has been a rapid development over the past few years of large-scale data centers in the State of Texas, and numerous public news sources have detailed the high use of public utilities, including the use of public water resources and electric power resources related to the development of large-scale data centers, that could potentially causes a strain on and shortage of essential public facilities and resources; and

WHEREAS, at a public meeting held on July 7, 2026, the City Council of the City of Lubbock received testimony from citizens of Lubbock expressing their concern over the potential negative health impacts large-scale date centers may have on the residents of the City of Lubbock; and

WHEREAS, due to the rapid growth of large-scale data center development in the State of Texas and the resulting potential strain on the state's public water and power resources, Governor Greg Abbott, on August 3, 2026, directed the Public Utility Commission of Texas to conduct a comprehensive verification and audit of all data centers that would interconnect with the state's electric power grid regulated by the Electric Reliability Council of Texas before further development of data center projects; and

WHEREAS, on August 25, 2026, the City Secretary of the City of Lubbock submitted to the City Council, in accordance with City of Lubbock City Charter, Chapter 1, Article 4, § 1, a citizen initiative petition filed by an initiating committee consisting of Stephen Sanders, Nikki Davis, Phyllis Gant Gambles, Kathyl Anderson, and Samuel Edward Lively, containing 3,407 verified signatures, seeking an amendment to the City of Lubbock Code of Ordinances, requesting an eighteen (18) month moratorium on "high-water-use and high-energy use data centers in the City of Lubbock, Lubbock County, Texas"; and

WHEREAS, Chapter 212, Subchapter E, of the Texas Local Government Code grants a municipality the authority to adopt a moratorium on property development for residential and commercial property when there is a shortage of essential public facilities or by demonstrating that applying existing commercial development ordinances or regulations or other applicable laws is inadequate to prevent the new development from being detrimental to the public health, safety or welfare of the residents of the municipality; and

WHEREAS, prior to adopting a moratorium under Chapter 212, Subchapter E, of the Texas Local Government Code, a municipality must comply with the specific notice and hearing procedures as set forth under the statute; and

WHEREAS, before a moratorium may be adopted under Chapter 212, Subchapter E, of the Texas Local Government Code, a municipality must hold two public hearings, each held at least thirty (30) days apart, with advance notice published at least thirty (30) days before each hearing, followed by two readings of the proposed ordinance imposing the moratorium; and

WHEREAS, the first reading of the proposed ordinance imposing the moratorium must occur no later than twelve (12) days after the second public hearing and the second reading of the proposed ordinance must occur not less than twenty-eight (28) days after the first reading; and

WHEREAS, for the moratorium to take effect the ordinance must receive the affirmative vote of at least three-fourths of the City Council following the second reading; and

WHEREAS, a moratorium adopted under Chapter 212, Subchapter E, of the Texas Local Government Code is limited to ninety (90) days following adoption, unless the City Council extends the moratorium for an additional ninety (90) days; and

WHEREAS, due to the evidence presented regarding high use of public water resources and power resources related to the development of certain large-scale data centers and the concerns expressed by the citizens over the potential negative health impacts large-scale data centers may have on residents of Lubbock, it is the desire of City Council to initiate the process of adopting a 90-day moratorium on the acceptance, processing, and approval of new applications for rezoning or permits for certain large scale data centers. **NOW, THEREFORE,**

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

SECTION 1. The recitals outlined above are found to be true and correct and are incorporated herein as though set forth fully herein.

SECTION 2. The City Manager is hereby directed to take the necessary steps to initiate the procedure for adopting a ninety (90) day moratorium, as set forth under Chapter 212, Subchapter E, of the Texas Local Government Code, on the acceptance, processing, and approval of new applications for rezoning, permitting or acceptance of annexation of property related to the development of large-scale data centers as that term is defined below.

SECTION 3. For purposes of this resolution, large-scale data centers shall be defined as the use of real and personal property consisting of buildings or structures specifically designed or modified for the primary use of housing networked computer servers, data and transaction processing equipment, and related infrastructure support equipment, which is used primarily for the purpose of remote storage, providing data and transaction processing services, outsourcing information technology services and computer equipment colocation services, or distributing large amounts of data, including server farms, cloud centers, AI hubs, and crypto-mining operations with minimum power requirements of 75 megawatts (MW), and/or 100,000 gallons of water use per day.

SECTION 4. Upon passage of this resolution, the City Manager shall direct the City's Planning Department to develop appropriate regulatory guidelines to be adopted in the City's Code of Ordinances, including the City's Unified Development Code, to the extent allowed by applicable state law, addressing the impact large-scale data centers may have on:

a. the use of the City's municipal water utility resources including its impact on the City's long-term water supply;

b. the use of electric power utility resources and the impact on local electric

infrastructure reliability; and

c. the current zoning regulations and the necessity to amend zoning regulations to address, without limitation:

i. building setbacks;

ii. screening requirements;

iii. landscaping;

iv. noise impact and restrictions;

v. outdoor lighting;

vi. air quality; and

vii. decommissioning

SECTION 5. The City Manager is directed to research and provide recommendations regarding additional ordinance additions, changes and/or amendments relating to the development of large-scale data centers within the municipal limits including, without limitation, additions, changes and/or amendments to ordinances relating to the City's water utilities, wastewater utilities and development agreement requirements.

SECTION 6. The City Manager is further directed to schedule a work session for the City Council within ninety (90) days that will allow for the presentation of research from independent, qualified experts regarding the impact the development of large-scale data centers will have on housing costs and availability, public roadways, public health and safety, including police and fire protection, and public infrastructure, including the City's water and electric utilities.

SECTION 7. The City Manager shall include with the City's 2027-2028 Legislative Agenda for the 90th Texas Legislative Session, an item for discussion purposes with the local delegation of state elected officials regarding the impact large-scale data centers could have on the City's public utility resources and the City's public infrastructure.

SECTION 8. The City Manager is authorized and directed to take such other actions as are required, including, but not limited to, publishing the requisite notice of the public hearing as required by statute, to place the moratorium on the agenda for first available regular meeting of the City Council following the completion of all state law procedural requirements.

SECTION 9. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this _____, 2026.

_____

MARK W. MCBRAYER, MAYOR

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____

Christy Martinez-Garcia, Council Member District 1

APPROVED AS TO CONTENT:

_____

Gordon Harris, Council Member District 2

APPROVED AS TO FORM:



Matt Wade, City Attorney

ccdocs II\RES.Data Center Moratorium
September 22, 2026

AI# 14536
Regular City Council Meeting **6. 11.**
09/22/2026:

Information

Agenda Item

Ordinance 1st Reading - City Secretary: Consider and take action on the petition-initiated ordinance, in accordance with Chapter 1, Article IV, Section 1 of the City of Lubbock Charter, establishing an "18-month moratorium on high-water-use and high-energy-use data centers in the City of Lubbock, Lubbock County, Texas."

Item Summary

On August 25, 2026, the City Council approved Resolution No. 2026-R0294, for the purpose of receiving all petition papers (including a proposed ordinance) and a certification of the validity of the citizen initiative petition seeking to enact an "18-month moratorium on high-water-use and high-energy-use data centers in the City of Lubbock, Lubbock County, Texas." In addition, the public hearing for the proposal was held on Tuesday, September 8, 2026, at 2:00 p.m.

Pursuant to the City of Lubbock Charter, Chapter 1, Article IV, Section 1, the City Council has 30 days from the presentation of the petition papers (including the proposed ordinance) to take final action, upon the same, by either adopting or rejecting the ordinance initiated by the petition. If the Council refuses to pass the proposed ordinance or passes it in an amended form from that presented in the petition, the initiating committee, or a majority thereof, may require that such ordinance be submitted to a vote of the electors for adoption. The initiating committee members are Stephen Sanders, Nikki Davis, Phyllis Gant Gambles, Kathyl Anderson, and Samuel Edward Lively. At least five, of those signing the statement, shall be qualified voters of the City of Lubbock.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 14567
Regular City Council Meeting **6. 12.**
09/22/2026:

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between the City of Lubbock and the Canadian River Municipal Water Authority, defining expectations for development of the CRMWA II Project.

Item Summary

The City of Lubbock is 1 of 11 member cities of the Canadian River Municipal Water Authority (CRMWA). CRMWA was created in 1953 to address the water supply needs of eleven member cities including Lubbock, Amarillo, Borger, Brownfield, Lamesa, Levelland, O'Donnell, Pampa, Plainview, Slaton, and Tahoka. CRMWA began delivering water from Lake Meredith in 1968 and the John C. Williams Wellfield in 2001. CRMWA continues to be a significant water source for the City of Lubbock, providing up to 33.9 million gallons per day to the City.

Earlier this year, the 11 member cities along with the CRMWA Board of Directors, met to discuss the CRMWA II Project. CRMWA II is a proposed second pipeline to transport water from Roberts County to the member cities as well as another Bellfield, increasing the total water available for its member cities. The member cities and CRMWA Board of Directors discussed the timing and need for the project.

The proposed Memorandum of Understanding (MOU) states that CRMWA II should be operational by the end of 2038. In order to accomplish that, CRMWA would need to issue debt and begin construction in 2034. In addition, the MOU states that beginning in 2026, CRMWA will increase its Capital Improvements Plan (CIP) budget each year to fund critical infrastructure projects, as well as begin design of the CRMWA II Project.

The proposed MOU documents the intent of the member cities, but is subject to change based on the needs of each city.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution
CRMWA MOU

RESOLUTION

WHEREAS, the City of Lubbock is a member city of the Canadian River Municipal Water Authority (CRMWA) along with the cities of Amarillo, Borger, Brownfield, Lamesa, Levelland, O'Donnell, Pampa, Plainview, Slaton and Tahoka (collectively the "Member Cities"); and

WHEREAS, over CRMWA's seventy (70) year history, CRMWA and its Member Cities, through consensus building and mutual commitments to each other, have collectively supported each other and CRMWA to fulfill CRMWA's primary mission of ensuring water supplies for its Member Cities; and

WHEREAS, due to the fact that large capital projects undertaken by CRMWA require significant collaboration amongst the Member Cities to define appropriate timing and scale of such large capital projects, it is important for each Member City to consider its own ideal timing of said projects along with each of their cooperative Member Cities in order for such capital projects to move forward; and

WHEREAS, over the years CRMWA has purchased a significant amount of groundwater rights in Roberts County for the benefit of its Member Cities and developed the John C. Williams Wellfield and Aqueduct system to deliver groundwater to its Member Cities; and

WHEREAS, in 2010, due to drought impacts on Lake Meredith, CRMWA doubled the well production capacity in the John C. Williams Wellfield allowing CRMWA to fully utilize the groundwater aqueduct capacity of 65 million gallons per day (MGD); and

WHEREAS, in 2012, in order to increase the amount of groundwater CRMWA is able to deliver to its Member Cities, CRMWA began discussing the concept of a second pipeline to transport groundwater from Roberts County, Texas to its Member Cities, with such second pipeline being approximately 70 miles in length of large diameter pipeline and including two to three pump stations thereby increasing CRMWA's capacity to deliver groundwater from 65 MGD to 112 MGD to its Member Cities (CRMWA II); and

WHEREAS, CRMWA II would increase groundwater supply to its Member Cities that would not vary due to drought, would increase water availability, water supply and infrastructure redundancy, CRMWA II remains a critical component of CRMWA's future water supply for its Member Cities; and

WHEREAS, that while CRMWA II remained a priority for the Member Cities of CRMWA, after conducting several meetings among the Member Cities, the Board of Directors of CRMWA and CRMWA staff, , the exact timing of need for CRMWA II varied with each Member City; and

WHEREAS, the Member Cities reached a consensus on a path forward with respect to CRMWA II and other critical capital improvements of CRMWA, and the Member Cities reaffirmed their commitment to communicate and support each other through CRMWA, as the Member Cities have done throughout the seventy-year history of CRMWA; and

WHEREAS, in order to memorialize the expectations of and the consensus reached by the Member Cities in regard to when CRMWA II should come online so that CRMWA and the Member Cities may efficiently plan for the development of CRMWA II as well as other critical capital improvement projects of CRMWA, the Member Cities desire to execute a Memorandum of Understanding by and between the Member Cities. **NOW THEREFORE,**

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

THAT the Mayor of the City of Lubbock, or his designee, is hereby authorized and directed to execute the *Memorandum of Understanding between the Canadian River Municipal Water Authority and its Member Cities for the purpose of Defining Expectations for Development of CRMWA II*, a copy of such Memorandum of Understanding being attached hereto and incorporated herein as though set forth fully herein.

Passed by the City Council on _____.

_____
MARK MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Matt Wade, City Attorney

ccdocsII/RES.CRMWA II Timing MOU
September 22, 2026

MEMORANDUM OF UNDERSTANDING
BETWEEN CANADIAN RIVER MUNICIPAL WATER AUTHORITY
AND ITS MEMBER CITIES

For

THE PURPOSE OF DEFINING EXPECTATIONS
FOR DEVELOPMENT OF CRMWA II

This Memorandum of Understanding ("MOU") is made by and between the Canadian River Municipal Water Authority (CRMWA), and the Cities of Amarillo, Borger, Brownfield, Lamesa, Levelland, Lubbock, O'Donnell, Pampa, Plainview, Slaton, and Tahoka (collectively the "Member Cities") (CRMWA and Member Cities are collectively the "Parties"), pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, to be effective on the date of the last signatory to this MOU ("Effective Date").

1. **Background and Objectives**

A. CRMWA was created on May 27, 1953 to address the water supply needs of its eleven (11) Member Cities. During its over seventy (70) year history, CRMWA and its Member Cities, through consensus building and mutual commitments to each other, have collectively supported each other and CRMWA to fulfill CRMWA's mission of ensuring water supplies for its Member Cities.

B. CRWMA is unique compared to other regional water providers in that: (1) CRMWA does not provide 100% of every Member City's water supply, (2) each Member City has rights to a defined allocation of water supply and system capacity, and (3) each Member City's city council is required to approve CRMWA's debt issuances. As a result, large capital projects undertaken by CRMWA require significant collaboration amongst the Member Cities to define appropriate timing and scale of said projects. Inevitably, the timing and scale of any project that CRMWA undertakes will not be perfect timing for every CRMWA Member City. Therefore, it is important for each Member City to consider its own ideal timing of said projects along with each of their cooperative Member Cities in order for projects to move forward.

C. In 1968, CRMWA began delivering water from the Canadian River Project which includes the Sanford Dam that impounds Lake Meredith, along with a 326-mile aqueduct system to deliver the water.

D. CRMWA began purchasing groundwater rights in Roberts County in the 1990s with the primary goal being to improve chloride concentrations of water deliveries by blending groundwater with Lake Meredith water. Before the Sanford Dam was constructed, it was known that chloride concentrations in Lake Meredith could be an issue. In general, the amount of water available for water supply is declining

due to a continued upward trend in chloride concentrations. A drought only exacerbates that issue due to the lack of inflow to dilute the concentrations in Lake Meredith.

E. Prior to 2001, 100% of water that was delivered by CRMWA to its Member Cities was from Lake Meredith through the associated infrastructure that became operational in 1968.

F. In 2001, the John C. Williams Wellfield and Aqueduct began delivering groundwater to Member Cities. The John C. Williams Wellfield and Aqueduct introduces groundwater to the original system at (1) Borger, for Borger and Pampa, and (2) between the Sanford Dam and Amarillo, for all other Member Cities. A map of CRMWA's system is included in the appendix.

G. Coincidentally, 2001 was also the beginning of a drought that lasted over twenty (20) years. That drought significantly affected the quantity and quality of water in Lake Meredith. While Lake Meredith remains an important component of CRMWA's water supply due to the renewability and existing infrastructure, the drought continues to serve as a reminder of how quickly that supply can disappear.

H. In 2010, due to drought impacts on Lake Meredith, CRMWA doubled the well production capacity in the John C. Williams Wellfield. This allowed CRMWA to fully utilize the groundwater aqueduct capacity. The capacity of this aqueduct (65 million gallons per day (MGD)) is currently the limiting factor in how much groundwater CRMWA is able to deliver to CRMWA's Member Cities.

I. In 2012 and 2013, 100% of the water delivered by CRMWA was from groundwater due to drought which impacted water quantity and quality in Lake Meredith.

J. In 2012, CRMWA began discussing the concept of CRMWA II with the Board of Directors and Member Cities.

K. CRMWA II is a proposed second pipeline to transport groundwater from Roberts County, Texas to its Member Cities. CRMWA II will be approximately 70 miles of large diameter pipeline and include 2-3 pump stations. CRMWA II would increase CRMWA's capacity to deliver groundwater from 65 MGD to 112 MGD. The increased groundwater supply from CRMWA II would not vary due to drought. CRMWA II would also increase the reliability of CRMWA's system by providing redundancy for: (1) 25-miles of 1968 pipeline that delivers 100% of CRMWA water to all cities except Borger and Pampa; (2) 48-miles of 2001 pipeline that delivers all of CRMWA's groundwater supply; and (3) 23-miles of 1968 pipeline for the City of Pampa.

L. In 2013, CRMWA utilized unspent bond funds to move forward with hiring an engineering firm to perform a route study and with the subsequent acquisition of easements for the construction of CRMWA II.

M. In 2014, Lake Meredith began to "recover" with water levels generally rising through 2020. With the rising water levels and improving water quality, the immediate need to bring CRMWA II online subsided.

N. Nevertheless, because (1) the reliability of Lake Meredith as a source of water is limited and its water quality restricts the amount of water that can be supplied to the Member Cities, (2) the original pressure portion of the sixty-plus year old aqueduct between Lake Meredith and Amarillo has began to show signs of deterioration in recent years thus necessitating the development of water delivery options that bypass this section of the aqueduct, and (3) the Member Cities need additional supplies of water to meet increasing demands and/or replace dwindling local groundwater supplies, CRMWA II remains a critical component of CRMWA's future water supply for its Member Cities. Attached here to is Appendix A that provides a map of CRMWA II, water level and quality of Lake Meredith, and recent history of CRMWA's water deliveries.

O. CRMWA staff has met with each Member City at least twice since 2023 to discuss CRWMA II timing and what CRMWA II will provide such as: increased water availability, water supply redundancy, and partial infrastructure redundancy.

P. At CRMWA's July and October 2025 Board Meetings, the Board, CRMWA staff, and many of the Member Cities who were in attendance discussed CRMWA II in detail. It was evident from these meetings that the perfect timeline for the Member Cities varied widely. The consensus was that this project is critical to CRMWA's Member Cities' futures, but the exact timing of need for each City varies. These meetings reinforced the need for a future roundtable discussion so that each Member City could understand the positions of their cooperative Member Cities so that a timeline could be set that worked for all.

Q. In January 2026, the CRWMA Board of Directors hosted a roundtable discussion where each Member City was provided an opportunity to discuss its water supply needs and timing, concerns about resiliency and redundancy, and when CRWMA II should come online. The Parties also discussed specific critical capital improvement projects such as reinforcing existing pipe under Lake Tanglewood, highways, and railroad crossings. Member Cities in attendance echoed those concerns and the need to perform and fund those improvements prior to a CRMWA II debt issuance. Through this roundtable discussion, the Parties reached consensus on a path forward with respect to CRMWA II and other critical capital improvements, and reaffirmed their commitment to support each other through CRMWA, as the Member Cities have done throughout the seventy-year history of CRMWA.

R. The objective of this MOU is to outline the expectations of the Member Cities in regard to when CRMWA II should come online so that CRMWA and the Member Cities may efficiently plan for the development of CRMWA II as well as other critical capital improvement projects including but not limited to those identified in Section Q above.

2. **Agreement Regarding Development of CRMWA II and Critical Capital Improvements**

A. The Parties agree that it is beneficial for CRMWA and each Member City to agree to a date when the Parties expect CRMWA II to come online so that CRMWA and each Member City may plan and operate its water system efficiently and to help each Member City prepare financially for the investment in CRMWA II. Further, the relevant Parties agree that is beneficial for CRMWA and impact Member Cities to prioritize critical capital infrastructure improvements ahead of CRMWA II.

B. As of January 2026, the Parties agree that CRMWA II should be operational by the end of 2038. Given that current estimates show that construction would take approximately four (4) years, this timing would require CRMWA to issue debt to construct CRMWA II in 2034. The Parties agree that CRMWA should increase its Capital Improvements Plan (CIP) budget each year starting October 1, 2026 and that CRMWA should use the CIP funds for critical infrastructure improvements and the design of CRMWA II. It is understood that CRMWA will prioritize funding critical infrastructure improvements. This would allow the Member Cities' to phase in the budget increases while also addressing important projects that may be difficult to fund following the CRMWA II construction debt issuance.

C. It is understood that the plans of each Member City and CRMWA could change depending on a variety of factors such as drought, new information on infrastructure conditions or reliability, and water supply demands of each of the Member Cities. By funding the design ahead of schedule as discussed in Section 2.B., this would provide flexibility in timing to bring CRMWA II online if the need arose while also increasing CRMWA's ability to access State and Federal funding sources with a shovel-ready project. In addition, CRMWA will ensure that CRMWA II remains in the State Water Plan to maximize available funding options with the State.

D. CRMWA and the Member Cities agree to continue to communicate with each other to inform the other Parties of conditions and factors that could impact the development of CRMWA II and its proposed operational date and critical CIP projects. CRMWA will continue to discuss CRMWA II and the CIP at each April Board Meeting, at a minimum. On occasion, the CRMWA Board may convene an additional Member City Roundtable(s) as Member City and/or CRMWA circumstances may dictate.

E. The Parties agree that this MOU is non-binding. But the Parties recognize the importance of the development of CRMWA II and agree to work with CRMWA and the other Member Cities to ensure that CRMWA II is operational in the time agreed to herein.

3. **Miscellaneous**

A. Term. The term of this MOU shall begin on the Effective Date and shall continue until CRMWA II is operational.

B. Cooperation. The Parties hereto agree to cooperate at all times in good faith to effectuate the purposes and intent of this MOU.

C. Entire Agreement. This MOU contains the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

D. Amendments. Any amendment to this MOU must be in writing and shall be effective only if signed by the authorized representatives of each Party to this MOU.

E. No Third-Party Beneficiaries. This MOU shall inure only to the benefit of the Parties and their successors and assigns as permitted by this MOU. No person or entity that is not a Party to this MOU shall be considered a third-party beneficiary of this MOU.

F. Applicable Law. This MOU shall be construed in accordance with Texas law.

G. Counterparts. This MOU may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Each Party represents and warrants that they have the full right, power and authority to execute this MOU.

H. Effective Date. The Effective Date of this MOU is the date upon which this MOU was executed by the last Party.

Appendix A

Below are descriptions of each of the six (6) figures included in this appendix.

Figure 1 – Map of CRMWA System
This map shows CRMWA's existing 400-mile pipeline system and CRMWA II, with the exception of the wellfield collection lines.

Figure 2 – Annual Water Supply to CRMWA Member Cities
This graph shows the total water supplied to CRMWA Member Cities. It is broken down by CRMWA groundwater, CRMWA Lake Meredith water, and the Member Cities' supplies.

Figure 3 – Historical Inflow to Lake Meredith
This graph shows the historical inflow to Lake Meredith since the dam was constructed in 1965. Note that the average inflow to the lake was approximately 130,000 acre-feet from 1965-2000, and it has declined by more than 50% to approximately 57,000 acre-feet from 2000-2025.

Figure 4 – Lake Meredith Water Level History
This graph shows the historical water levels in Lake Meredith since the dam was constructed in 1965. Note the green text callouts on the top right of the graph. This shows the degradation of water quality in Lake Merdith at the same 80 foot water level. Chlorides have doubled over that 25-year period. As chloride concentrations rise, that means less water available to blend with CRMWA's groundwater.

Figure 5 – Lake Meredith Chloride Concentration History
This graph shows the historical chloride concentrations in Lake Meredith since the dam was constructed in 1965. The TCEQ secondary drinking water standard for chlorides is 300 parts per million. CRMWA strives to blend the lower chloride concentrated groundwater with Lake Meredith to achieve this standard.

Figure 6 – CRMWA's Daily Deliveries from 2020-2025
This graph shows the total daily deliveries to all CRMWA Member Cities from 202-2025. The blue bars represent groundwater and the green bars represent Lake Meredith water. It is important to note that Lake Meredith supply is variable and has been zero for 2+ years during the height of the recent drought. The horizontal line at 65 MGD represents what CRMWA could supply in the event of another significant drought. If another drought were to occur, CRMWA Member Cities would have to use or obtain alternative water supplies to make for the lost Lake Meredith supply.

Figure 1

CRMWA Pipe System

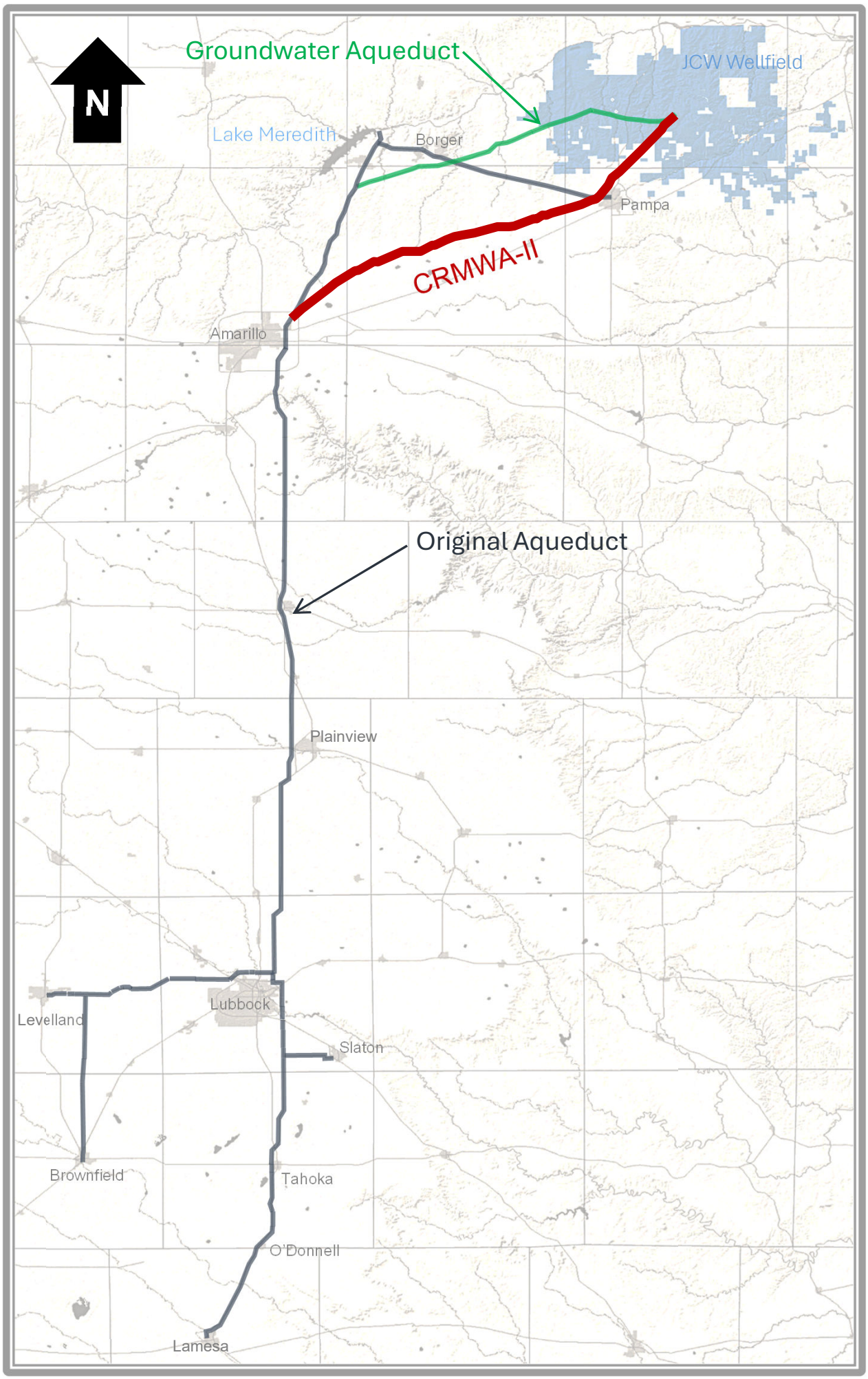


Figure 2

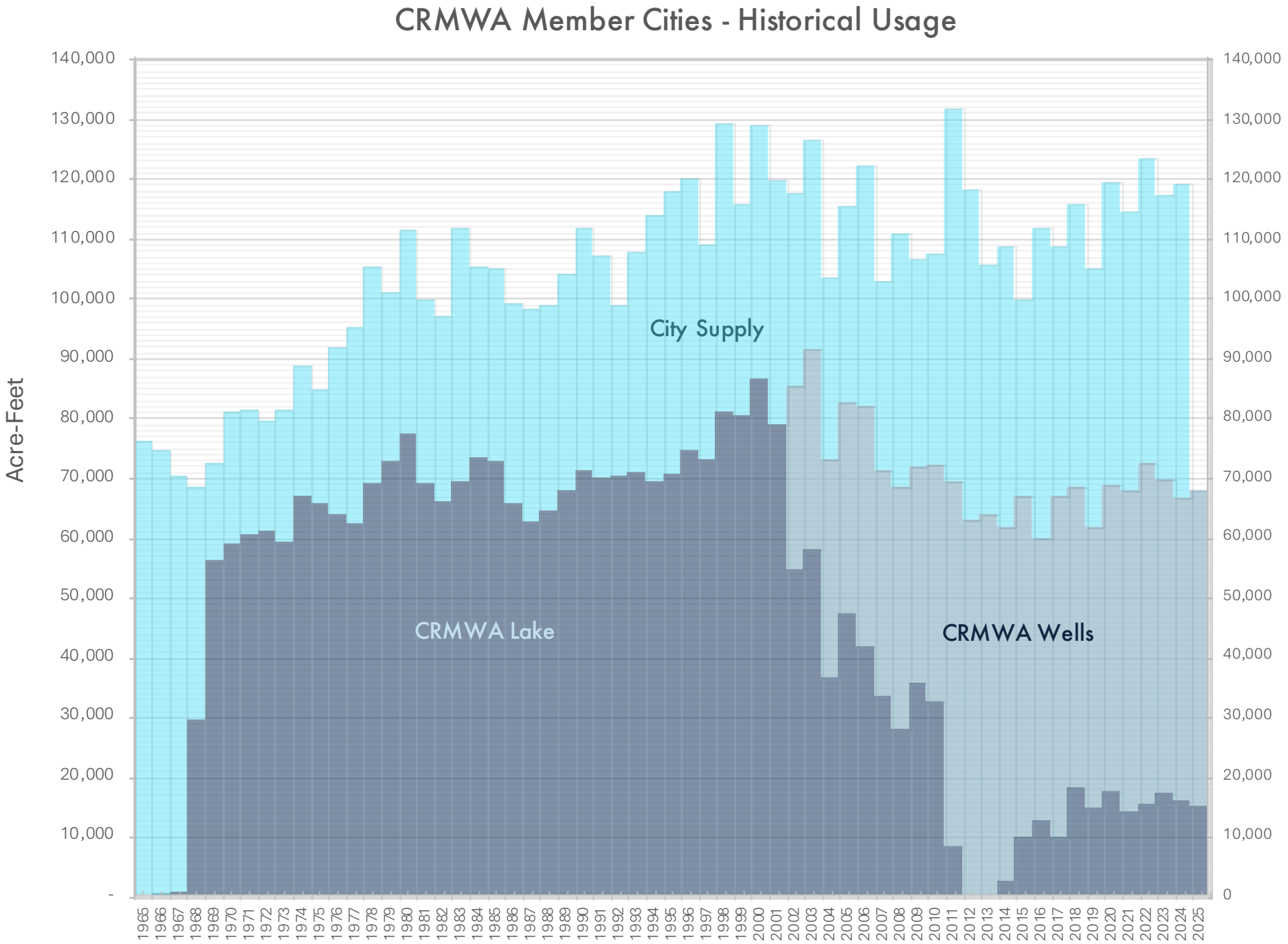

CRMWA Member Cities - Historical Usage
Acre-Feet
City Supply
CRMWA Lake
CRMWA Wells
140,000
130,000
120,000
110,000
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
-
0
1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025

Figure 3

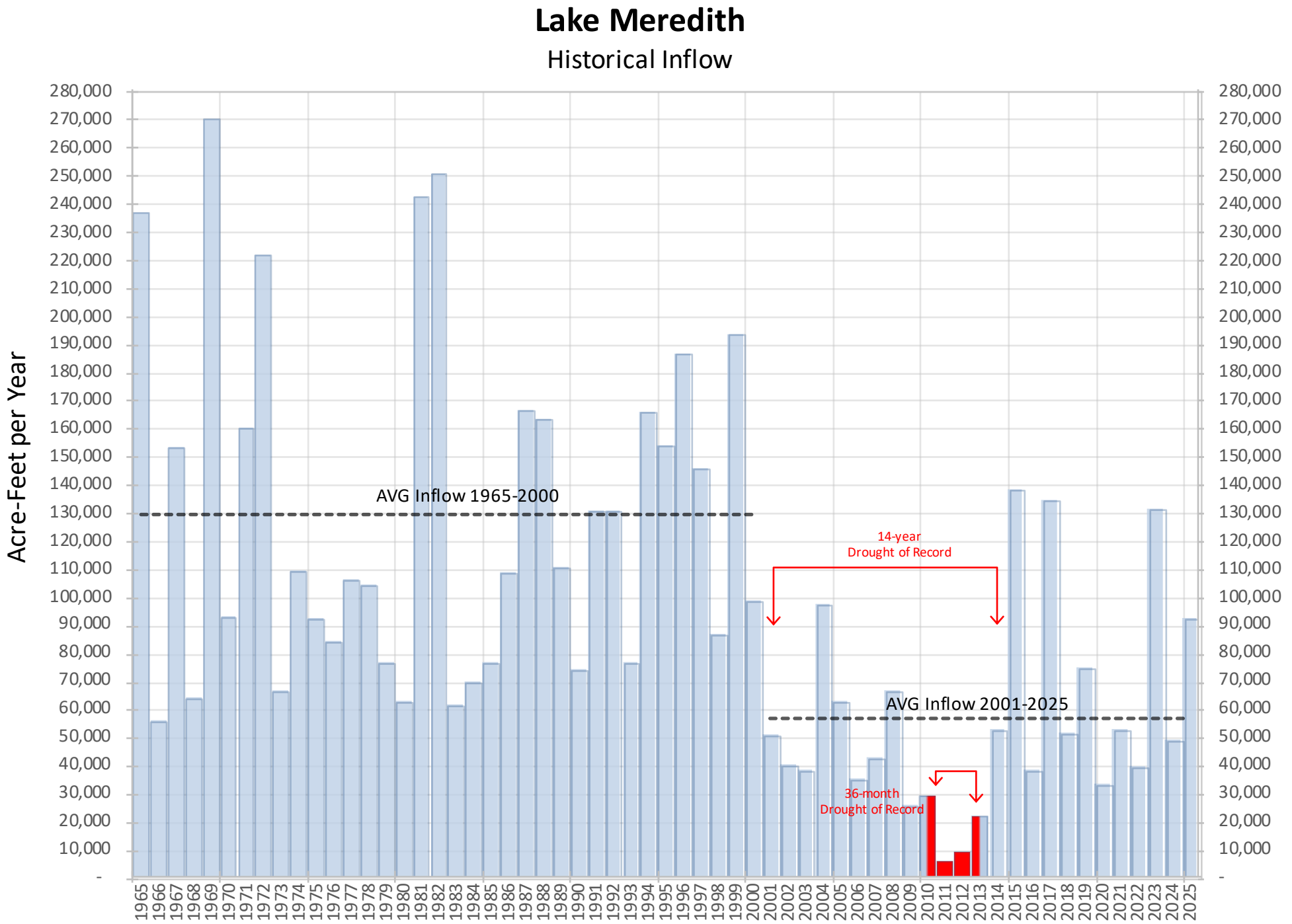

Lake Meredith
Historical Inflow
Acre-Feet per Year
AVG Inflow 1965-2000
AVG Inflow 2001-2025
14-year
Drought of Record
36-month
Drought of Record

Figure 4

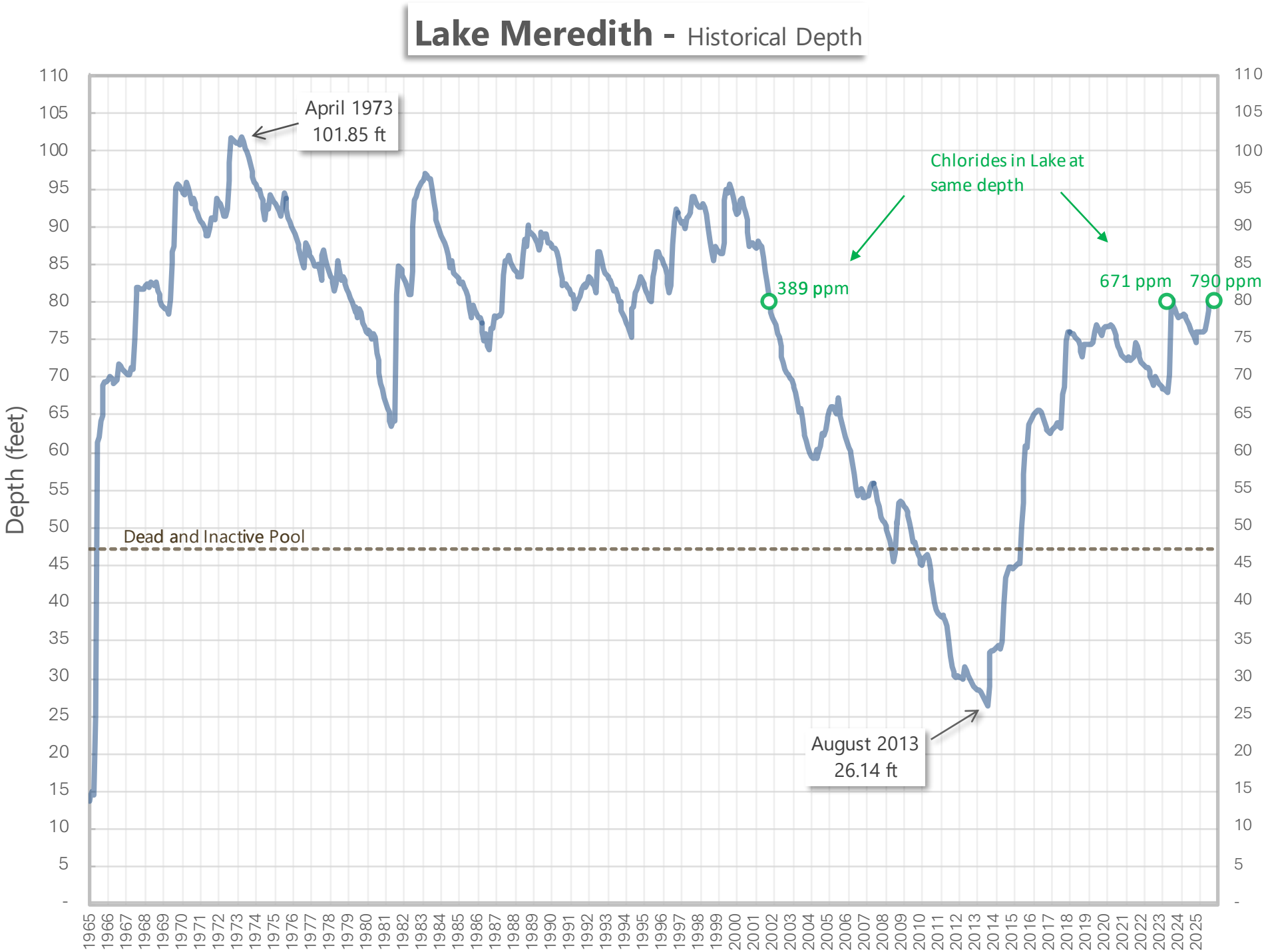

Lake Meredith - Historical Depth
Depth (feet)
April 1973
101.85 ft
Chlorides in Lake at
same depth
389 ppm
671 ppm
790 ppm
Dead and Inactive Pool
August 2013
26.14 ft

Figure 5

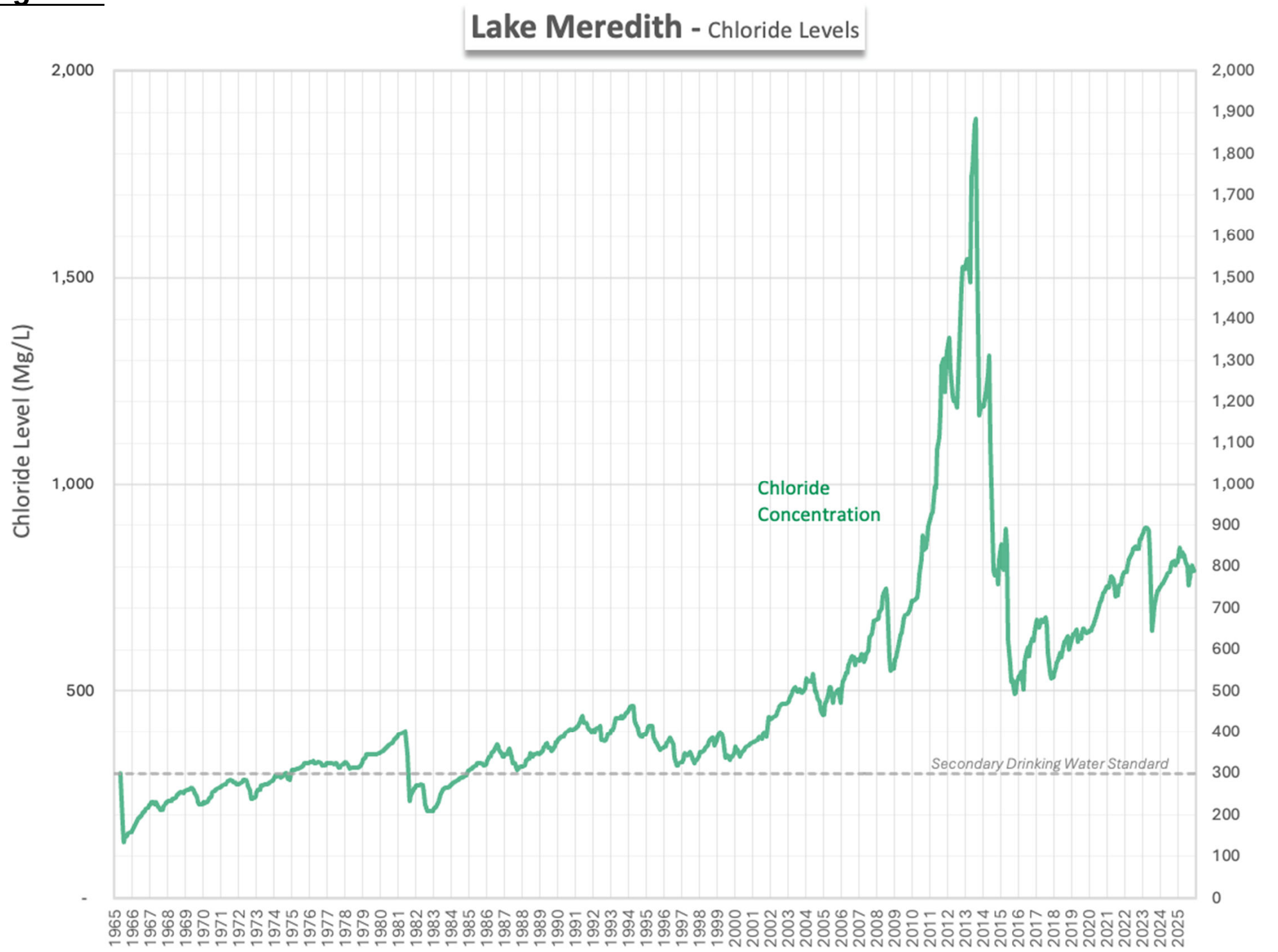
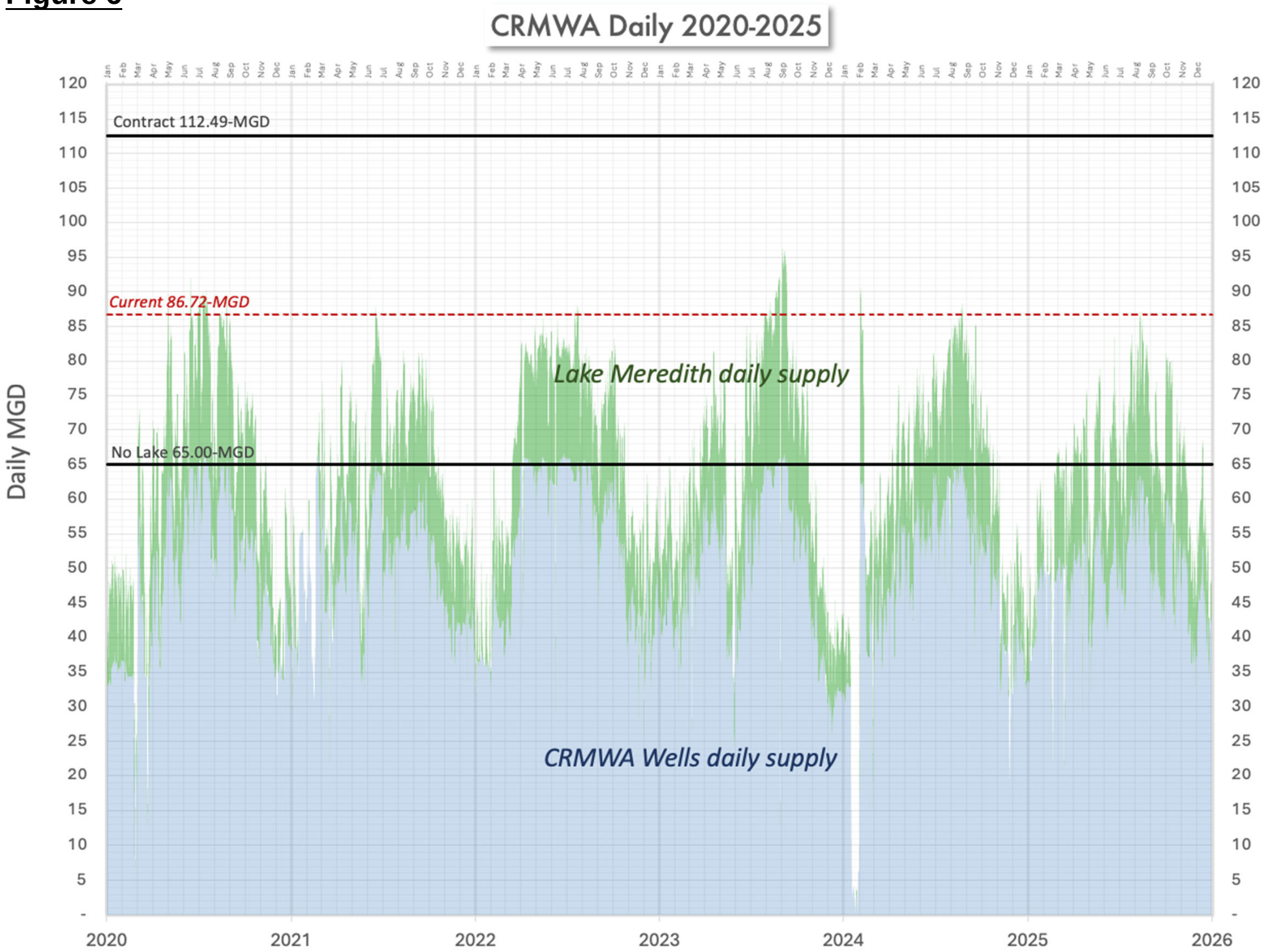

Lake Meredith - Chloride Levels
Chloride Level (Mg/L)
2,000
1,500
1,000
500
-
Chloride Concentration
Secondary Drinking Water Standard
1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025

Figure 6


CRMWA Daily 2020-2025
Daily MGD
Contract 112.49-MGD
Current 86.72-MGD
No Lake 65.00-MGD
Lake Meredith daily supply
CRMWA Wells daily supply
2020
2021
2022
2023
2024
2025
2026

CRMWA Signature

Richard Ellis, President

Canadian River Municipal Water Authority

Date: April 16, 2026

City of Amarillo Signature

_____

Cole Stanley, Mayor

City of Amarillo, Texas

Date: _____

City of Borger Signature

_____

Karen Felker, Mayor

City of Borger, Texas

Date: _____

City of Brownfield Signature

_____

Eric Horton, Mayor

City of Brownfield, Texas

Date: _____

City of Lamesa Signature

_____

Hayden Davis, Mayor

City of Lamesa, Texas

Date: _____

City of Levelland Signature

_____

Breann Buxkemper, Mayor

City of Levelland, Texas

Date: _____

City of Lubbock Signature

_____

Mark McBrayer, Mayor

City of Lubbock, Texas

Date: _____

City of O'Donnell Signature

_____

Max Mendieta, Jr., Mayor

City of O'Donnell, Texas

Date: _____

City of Pampa Signature

_____

Mike Borger, Mayor

City of Pampa, Texas

Date: _____

City of Plainview Signature

_____

Charles Starnes, Mayor

City of Plainview, Texas

Date: _____

City of Slaton Signature

_____

Clifton Shaw, Mayor

City of Slaton, Texas

Date: _____

City of Tahoka Signature

_____

Ronny Jolly, Mayor

City of Tahoka, Texas

Date: _____